Certified: --

B-3-22

Filed with the
Clerk of the Nassau County Legislature
June 17, 2022 10:23AM

NIFS ID: CLPW22000013

Capital:

Contract ID #: CHPW16000015

NIFS Entry Date: 05/04/2022

Department: Public Works

Service: Amend 1 Traffic Signal System Operations Ph 4 H6200003E PIN 0760.81-B03-22

Term: No change in term - Amendment is for payment purposes only.

Contract Delayed: X

Slip Type: Amendment		
CRP:		
Time Extension:		
Addl. Funds: **X**		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**Yes**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**No**

Vendor/Municipality Info:	
Name: **Welsbach Electric Corp. of L.I.** DBA: **Welsbach Electric Corp. of L.I.**	ID#:**112354251**
Main Address: **300 Newtown Rd Plainview, NY 11803**	
Main Contact: **Darlene Kummer**	
Main Phone: **(516) 454-0023**	

Department:
Contact Name: **Jeff Lindgren**
Address: **Nassau County Dept. of Public Works 1194 Prospect Ave Westbury, NY 11590**
Phone: **(516) 571-6998**
Email: **amoore@nassaucountyny.gov,Jlindgren@nassaucountyny.gov,ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov**

Contract Summary

Purpose: The contract was originally executed by Nassau County on November 1, 2016, in the amount of $2,448,500.00. This amendment is necessary for the payment of services provided through the extension of the contract with an additional $42,964.01. The purpose of this contract was to provide daily maintenance and operations of the County's signal communications and ITS infrastructure.

Method of Procurement: Was advertised in New York Newsday, NYS Contract Reporter and on the county's eProcurement site from February 17, 2016 until March 09, 2016. Following a review of bids, Welsbach Electric Corp of LI was determined to be the

lowest responsible bidder.
Procurement History: Was advertised in New York Newsday, NYS Contract Reporter and on the county's eProcurement site from February 17, 2016 until March 09, 2016. Two bids were received, a bid analysis was completed and Welsbach Electric Corp of LI was determined to be the lowest responsible bidder.
Description of General Provisions: The purpose of this contract is for the daily operations and maintenance of the County's Traffic Signal communication infrastructure for a three year period.
Impact on Funding / Price Analysis: The costs associated with this contract have been budgeted in the Public Works Operating Funds. This agreement is valued at $2,448,500. The entire 36 month contract is 80% reimbursable with Federal Funding.
Change in Contract from Prior Procurement: To increase the dollar value of the contract by $42,964.01 making the contract total $2,491,464.01, using the Pubic Works Operating Funds. This increase will allow the County to pay Welsbach Electric's final claim and close out the project.
Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	01	0154	DE	PWGEN0154	DE554	PWGEN0154 DE554	05	$42,964.01
						TOTAL		**$42,964.01**

Additional Info	
Blanket Encumbrance	
Transaction	109
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$8,592.80
Federal	$34,371.21
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$42,964.01**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	05/04/2022 03:03PM	Approved
NIFS Final Approval	Roseann D'Alleva	05/06/2022 12:20PM	Approved
Final Approval	Roseann D'Alleva	05/06/2022 12:20PM	Approved
County Attorney			
Approval as to Form	Nick Sarandis	05/06/2022 02:00PM	Approved
RE & Insurance Verification	Andrew Amato	05/06/2022 12:23PM	Approved
NIFS Approval	Daniel Gregware	05/09/2022 12:17PM	Approved
Final Approval	Daniel Gregware	05/09/2022 12:17PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	05/09/2022 12:02PM	Approved
NIFA Approval	Christopher Nolan	05/12/2022 05:29PM	Approved
Final Approval	Christopher Nolan	05/12/2022 05:29PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Ari Schulman	05/13/2022 10:20AM	Approved
DCE Compliance Approval	Robert Cleary	05/25/2022 04:51PM	Approved
Vertical DCE Approval	Edward Powers	05/26/2022 10:12AM	Approved
Final Approval	Edward Powers	05/26/2022 10:12AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	06/17/2022 10:04AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

B03-22

RULES RESOLUTION NO.   -2022

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A CONTRACT AMENDMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND WELSBACH ELECTRIC CORP. OF L.I.

WHEREAS, pursuant to County contract number H62000-03E, for NASSAU COUNTY TRAFFIC SIGNAL SYSTEM OPERATIONS-PHASE IV- P.I.N. 0760.81, NASSAU COUNTY, NEW YORK ("Contract") between the County and

WELSBACH ELECTRIC CORP. OF L.I. ("Contractor"), the Contractor performed services as more particularly described in the contract documents a copy of which is on file with the Clerk of the Legislature; and

WHEREAS, the County and the Contractor desire to increase the maximum amount of the Original Contract by $ 42,964.01, such that the total Maximum Amount the County shall pay the Contractor shall not exceed $ 2,491,464.01, (the "Amended Maximum Amount), and now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature based upon the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract amendment with the vendor.

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 and (ii) Welsbach Electric Corp. of LI., having its principal office at 300 Newtown Road, Plainview NY 11803 (the"Firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number H6200003E between the County and the Firm, executed on behalf of the County on November 1, 2016 (the "Original Agreement"), the Firm performed certain services for the County in connection with the daily operations and maintenance of the County's Traffic Signal communication infrastructure for the Nassau County Traffic Management Center, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from November 1, 2016 through October 31, 2019 (the "Original Term") and then extended three more months to January 31, 2020.

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement, as full compensation for the Services, was Two Million Four Hundred Forty-Eight Thousand Five Hundred Dollars ($2,448,500.00) (the "Maximum Amount").

WHEREAS, the County and the Firm desire to amend the Maximum Amount; and,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

<u>Amended Maximum.</u> The Maximum Amount is amended by Forty-Two Thousand Nine Hundred Sixty-Four Dollars One Cent ($42,964.01) to an agreement maximum of Two Million Four Hundred Ninety-One Thousand Four Hundred Sixty-Four Dollars One Cent ($2,491,464.01) ("Amended Maximum Amount).

Full Force and Effect. All other conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

Compliance with Law.

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

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

(c) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Welsbach Electric Corp. of L.I.
By:________________________________
Name: Darlene Kummer
Title: Vice President of Transportation
Date: June 1, 2022

NASSAU COUNTY

By:________________________________
Name:______________________________
Title: County Executive
Deputy County Executive
Date:______________________________

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 1st day of June in the year 2022 before me personally came Darlene Kummer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the VP of Transportation of Welsbach Electric Corp. of L.I., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Dawn E. Uchacz

DAWN E. UCHACZ
Notary Public, State of New York
No. 01UC6047887
Qualified in Suffolk County
Commission Expires September 18, 20 22

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of ________________ in the year 2022 before me personally came ________________________ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of________________; that he or she is County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Welsbach Electric Corp. of L.I.

2. Amount requiring NIFA approval: $42,964.01

Amount to be encumbered: $42,964.01

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: to No change in term - Amendment is for payment purposes only.

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	Yes
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The contract was originally executed by Nassau County on November 1, 2016, in the amount of $2,448,500.00. This amendment is necessary for the payment of services provided through the extension of the contract with an additional $42,964.01. The purpose of this contract was to provide daily maintenance and operations of the County's signal communications and ITS infrastructure.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN 05/12/2022

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Elaine Phillips
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Welsbach Electric Corp of LI

CONTRACTOR ADDRESS: 300 Newtown Road, Plainview NY 11803

FEDERAL TAX ID #: 11-2354251

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in__________________________________ [newspaper] on ____________________ [date]. The sealed bids were publicly opened on ___________________ [date]. ________ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on ____________. Potential proposers were made aware of the availability of the RFP by advertisement in ____________ interested parties and by publication on the County procurement website. Proposals were due on ________. _______ proposers requested copies of the RFP. _______ proposals were received and evaluated. The evaluation committee consisted of: ______________. Following a review of the proposal, it was determined that the _____ proposal be selected and awarded.

III. ☑ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on August 23, 2016, in the amount of $2,448,500.00. This is an amendment to fund the project with an additional $42,964.01.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no.________________________, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

<u>Instructions with respect to Sections VIII, IX and X:</u> **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

VIII. ☑ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☑ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No*. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Roseann Dalleva

Department Head Signature

04-04-22

Date

<u>NOTE:</u> Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

Certificate of No Change Form

All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Timothy P. Miller state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: Welsbach Electric Corp. of L.I.

Vendor's Address: 300 Newtown Rd Plainview NY US 11803

Vendor's EIN or TIN: 11-2354251

Forms Submitted:

Political Campaign Contribution Disclosure Form:
03/28/2022 01:43:09 PM

Lobbyist Registration and Disclosure Form:
03/28/2022 01:09:44 PM

Business History Form certified:
03/28/2022 01:20:08 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:
03/28/2022 01:22:38 PM

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Date Certified
Timothy P. Miller[TPMILLER@EMCOR.NET]	03/04/2022 04:08:15 PM
Michele L. Valenti[MVALENTI@EMCOR.NET]	01/31/2022 04:51:59 PM
Daniel T. Piquette[DAN_PIQUETTE@EMCORGROUP.COM]	02/01/2022 07:21:07 AM
Darlene Kummer[DKUMMER@EMCOR.NET]	01/31/2022 03:45:51 PM
peter a. ronzetti[PRONZETTI@EMCOR.NET]	03/04/2022 03:26:59 PM

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

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

CERTIFICATION

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

Timothy P. Miller TPMILLER@EMCOR.NET

Name

President / C.E.O.

Title

Welsbach Electric Corp. of L.I.

Name of Submitting Entity

03/29/2022 02:48:56 PM

Date

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:
Timothy P. Miller [TPMILLER@EMCOR.NET]

Dated: 03/28/2022 01:43:09 PM

Vendor: Welsbach Electric Corp. of L.I.

Title: President / C.E.O.

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

None.

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

None.

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None.

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

None.

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None.

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby. separately attach such a written authorization from the client.

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

YES [ ] NO [X] If yes, to what campaign committee? If none, you must so state:

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress. threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:
Timothy P. Miller [TPMILLER@EMCOR.NET]

Dated: 03/28/2022 01:09:44 PM

Vendor: Welsbach Electric Corp. of L.I.

Title: President / C.E.O.

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

The term "lobbying" or "lobbying activities" <u>does not include:</u> Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses. attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Darlene Kummer
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 300 Newtown Road
City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803
Country US
Telephone: 5164540023

Other present address(es):
City: Plainview State/Province/Territory: Zip/Postal Code: 11803
Country: US
Telephone: 5164540023

List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	01/15/2022		
(Other)			

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

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

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

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES [ ] NO [X] If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

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

9.

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES		NO	X	If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES		NO	X	If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES		NO	X	If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES		NO	X	If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION

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

Welsbach Electric Corp. of L.I.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Darlene Kummer [DKUMMER@EMCOR.NET]

Vice President of Transportation

Title

01/31/2022 03:45:51 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Daniel T. Piquette
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 300 Newtown Rd
City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803
Country US
Telephone: 5164540023

Other present address(es):
City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803
Country: US
Telephone: 5164540023

List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	01/15/2022		
(Other)			

Type	Description	Start Date
Other	Asst. Vice President	05/20/2015

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

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

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES [ ] NO [X] If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

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

9.

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES		NO	X	If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES		NO	X	If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES		NO	X	If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES		NO	X	If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

Welsbach Electric Corp. of L.I.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Daniel T. Piquette [DAN_PIQUETTE@EMCORGROUP.COM]

Vice President of Industrial/Commercial/Asst. Secretary
Title

02/01/2022 07:21:07 AM
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Michele L Valenti
Date of birth: [redacted]
Home address: [redacted]
City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 300 Newtown Road
City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803
Country US
Telephone: 516-454-0023

Other present address(es):
City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803
Country: US
Telephone: 5164540023

List of other addresses and telephone numbers attached

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

President ______ Treasurer 01/15/2022
Chairman of Board ______ Shareholder ______
Chief Exec. Officer ______ Secretary 01/15/2022
Chief Financial Officer ______ Partner ______
Vice President 01/15/2022
(Other)

Type	Description	Start Date
Other	Asst. Secretary / Asst. Treasurer	06/01/2002

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

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

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES [ ] NO [X] If Yes, provide details.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

9.

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

Welsbach Electric Corp. of L.I.
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Michele L. Valenti [MVALENTI@EMCOR.NET]

Vice President of Finance / Secretary / Treasurer / Controller
Title

01/31/2022 04:51:59 PM
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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1. Principal Name: peter ronzetti
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 300 newtown road
   City: plainview State/Province/Territory: NY Zip/Postal Code: 11803
   Country US
   Telephone: 516 4540023

   Other present address(es):
   City: oyster bay State/Province/Territory: Zip/Postal Code: 11771
   Country: US
   Telephone: 6462086821

   List of other addresses and telephone numbers attached

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	10/01/2021		
(Other)			

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

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

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

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES [X] NO [ ] If Yes, provide details.

numerous government contracts

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

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

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

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

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

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

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

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

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES		NO	X	If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES		NO	X	If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES		NO	X	If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES		NO	X	If yes, provide an explanation of the circumstances and corrective action taken.

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

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

CERTIFICATION

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

Welsbach Electric Corp. of L.I.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
peter a. ronzetti [PRONZETTI@EMCOR.NET]

Executive Vice President Chief Operating Officer

Title

03/04/2022 03:26:59 PM

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Timothy P. Miller
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 300 Newtown Road
   City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803
   Country US
   Telephone: 516 454-0023

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

   List of other addresses and telephone numbers attached

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

President	10/01/2021	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	10/01/2021	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

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

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

[redacted]

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES [X] NO [ ] If Yes, provide details.

Welsbach Electric Corp. has been awarded numerous contracts from various public and private owners including City and State agencies.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

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

9.

a. Is there any felony charge pending against you?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

 Rev. 3-2016

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

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

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Welsbach Electric Corp. of L.I.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Timothy P. Miller [TPMILLER@EMCOR.NET]

President/CEO

Title

03/04/2022 04:08:15 PM

Date

Business History Form

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

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

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

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

Date: 03/21/2022

1) Proposer's Legal Name: Welsbach Electric Corp. of L.I.

2) Address of Place of Business: 300 Newtown Rd

City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803

Country: US

3) Mailing Address (if different): ______

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

Country: ______

Phone: ______

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

4) Dun and Bradstreet number: 01-272-8168

5) Federal I.D. Number: 11-2354251

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

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

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:
Welsbach Electric Corp. of L.I. is a wholly owned subsidiary of Emcor Group, Inc. See Emcor Group 2021

Annual Report attached. Significant subsidiaries listed on Page 100. Welsbach Electric Corp. of L.I. is part of Emcor Construction Services.

1 File(s) Uploaded: EME_AR_10K_2021.pdf

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

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

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

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
[redacted]

1 File(s) Uploaded: Business History Form, Question 13 Support, 22.03.24.pdf

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

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

circumstances and corrective action taken.

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

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

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

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

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

17 Conflict of Interest:

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

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

No conflict exists.

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

No conflict exists.

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

No conflict exists.

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

It is Welsbach Electric Corp. of L.I.'s policy that should any actual or potential conflict of interest be suspected, management is to be notified immediately. At such time, all parties would be notified and actions pursued to resolve said conflict.

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

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

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

i) Date of formation;

11/14/1955

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

None. Emcor Group, Inc. is a publicly traded company on the Stock Exchange under symbol EME. No individual shareholder retains 10% or more of available stocks. According to the latest NASDAQ summary (available daily at NASDAQ.com), almost 95% of all available shares are retained by institutional investment firms. Leaving approximately 5% to all remaining individual shareholders. All mandated SEC filings reflecting such, and as referenced in the attached 2021 10K under Question 9, are available at any of the following websites: NASDAQ.com, SEC.gov or EmcorGroup.com.

No individuals with a financial interest in the company have been attached..

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

[redacted]

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

[redacted]

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

Largest traffic and street lighting contractor on Long Island. Public safety is our priority.

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

3 File(s) Uploaded: Hempstead Tri-Town Exp 12.31.23.pdf, North Hempstead Exp 12.31.22.pdf, Oyster Bay Exp 12.31.23.pdf

B. Indicate number of years in business.

67

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

Current Traffic Signal Maintenance contractor, current Traffic Signal Operations contractor and current Traffic Signal Requirements contractor.

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

Company	New York State D.O.T.		
Contact Person	Andrew Mareska		
Address	140 Nikon Court		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 904-3010		
Fax #			
E-Mail Address	AMareska@Dot.State.NY.gov		

Company	GPI		
Contact Person	Sheila Dukacz		
Address	325 West Main Street		
City	Babylon	State/Province/Territory	NY
Country	US		
Telephone	(631) 761-7245		
Fax #			
E-Mail Address	SDukacz@GPINet.com		

Company	Town of Huntington		
Contact Person	Brad Kusko		
Address	100 Main Street		
City	Huntington	State/Province/Territory	NY
Country	US		
Telephone	(631) 351-3053		
Fax #			
E-Mail Address	BKusko@HuntingtonNY.gov		

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

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

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Name of submitting business: Welsbach Electric Corp. of L.I.

Electronically signed and certified at the date and time indicated by:
Timothy P. Miller [TPMILLER@EMCOR.NET]

President / C.E.O.
Title

03/28/2022 01:20:08 PM
Date

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2021

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number 1-8267

EMCOR Group, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**11-2125338**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)
301 Merritt Seven Norwalk, Connecticut	**06851-1092**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (203) 849-7800

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock	**EME**	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	☒	Accelerated Filer	☐	Non-accelerated Filer	☐	Smaller Reporting Company	☐	Emerging Growth Company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the common stock held by non-affiliates of the registrant was approximately $4,566,000,000 as of the last business day of the registrant's most recently completed second fiscal quarter, based upon the closing sale price on the New York Stock Exchange reported for such date. Shares of common stock held by each executive officer and director and by each person who owns 5% or more of the outstanding common stock (based solely on filings of such 5% holders) have been excluded from such calculation as such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

Number of shares of the registrant's common stock outstanding as of the close of business on February 18, 2022: 52,666,149 shares.

DOCUMENTS INCORPORATED BY REFERENCE

Part III. Portions of the definitive proxy statement for the 2022 Annual Meeting of Stockholders, which document will be filed with the Securities and Exchange Commission pursuant to Regulation 14A not later than 120 days after the end of the fiscal year to which this Form 10-K relates, are incorporated by reference into Items 10 through 14 of Part III of this Form 10-K.

TABLE OF CONTENTS

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FORWARD-LOOKING STATEMENTS

This report contains forward-looking statements. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They generally contain words such as “anticipate,” “estimate,” “expect,” “project,” “intend,” “plan,” “believe,” “may,” “can,” “could,” “might,” variations of such wording and other words or phrases of similar meaning. Forward-looking statements in this report include discussions of our future operating or financial performance and other forward-looking commentary regarding aspects of our business, including market share growth, gross profit, remaining performance obligations, project mix, projects with varying profit margins, selling, general and administrative expenses, and trends in our business, and other characterizations of future events or circumstances, such as the effects of the COVID-19 pandemic. Each forward-looking statement included in this report is subject to risks and uncertainties, including those identified below in the “Risk Factors” section, the “Management’s Discussion and Analysis of Financial Condition and Results of Operations” section, and other sections of this report. Such risks and uncertainties could cause actual results to differ materially from those that might be anticipated from, or projected or implied by, our forward-looking statements. The forward-looking statements contained in this report speak only as of the filing date of this report. We undertake no obligation to update any forward-looking statements. However, any further disclosures made on related subjects in our subsequent reports filed with the Securities and Exchange Commission (the “SEC”) should be consulted. We caution investors not to place undue reliance on forward-looking statements, due to their inherent uncertainty.

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PART I

ITEM 1. BUSINESS

References to the “Company,” “EMCOR,” “we,” “us,” “our” and similar words refer to EMCOR Group, Inc. and its consolidated subsidiaries unless the context indicates otherwise.

Overview

We are one of the largest specialty contractors in the United States and a leading provider of electrical and mechanical construction and facilities services, building services, and industrial services. In 2021, we had revenues of approximately $9.9 billion. Our services are provided to a broad range of commercial, industrial, utility, and institutional customers through approximately 90 operating subsidiaries, which specialize principally in providing construction services relating to electrical and mechanical systems in all types of facilities and in providing various services relating to the operation, maintenance, and management of those facilities. Such operating subsidiaries are organized into the following reportable segments:

- United States electrical construction and facilities services
- United States mechanical construction and facilities services
- United States building services
- United States industrial services
- United Kingdom building services

Our operating subsidiaries offer comprehensive and diverse solutions on a broad scale and have a solid base of customers, including many long-standing relationships. We provide construction services and building services directly to corporations, municipalities and federal and state governmental entities, owners/developers, and tenants of buildings. We also provide our construction services indirectly by acting as a subcontractor to general contractors, systems suppliers, construction managers, developers, property managers, and other subcontractors. Our industrial services are generally provided directly to refineries and petrochemical plants.

Our revenues are derived from many different customers in numerous industries, which have operations in several different geographical areas. Of our 2021 revenues, approximately 95% were generated in the United States and approximately 5% were generated in foreign countries, substantially all in the United Kingdom. In 2021, approximately 60% of our revenues were derived from our construction operations, approximately 30% of our revenues were derived from our building services operations and approximately 10% of our revenues were derived from our industrial services operations. For additional information regarding our revenues, see Note 3 - Revenue from Contracts with Customers of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data.

We believe that our range of service offerings, technical capability, and strong project execution, along with our safety culture and financial resources, differentiate us from our competition and position us to benefit from future capital spending by our customers. Our strategies of expanding our portfolio of service offerings for existing and potential customers and increasing or enhancing our presence in core end markets, along with our commitment to industry-leading best practices and technological and training capabilities, place us in the position to capitalize on opportunities and trends in the industries we serve and expand our operations to select new markets.

Increasingly, our services are focused on delivering sustainable energy solutions, enhancements in energy efficiency, reductions in waste and emissions, and improvements in the safety and comfort of our customers’ facilities.

The broad scope of our operations is more particularly described below. For detailed segment financial information refer to Note 18 - Segment Information of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data.

Our executive offices are located at 301 Merritt Seven, Norwalk, Connecticut 06851-1092, and our telephone number at those offices is (203) 849-7800.

Operations

United States electrical and mechanical construction and facilities services operations:

Our electrical and mechanical construction services primarily involve the design, integration, installation, start-up, operation and maintenance, and provision of services relating to:

- Systems for electrical power transmission, distribution, and generation, including power cables, conduits, distribution panels, transformers, generators, uninterruptible power supply systems, and related switch gear and controls;
- Sustainable energy solutions such as solar, photovoltaic, and wind, as well as the installation of electric vehicle charging stations;
- Premises electrical and lighting systems, including fixtures and controls;
- Process instrumentation in the refining, chemical processing, and food processing industries;
- Low-voltage systems, such as fire alarm, security, and process control systems;
- Voice and data communications, including fiber optic and low voltage cabling, distributed antenna systems, audiovisual systems, and wireless access points;
- Roadway and transit lighting and signaling and fiber optic lines;
- Heating, ventilation, air conditioning, and refrigeration, including both traditional mechanical systems as well as geothermal solutions;
- Clean-room process ventilation systems;
- Fire protection and suppression systems;
- Plumbing, process and high-purity piping systems;
- Controls and filtration systems;
- Water and wastewater treatment systems;
- Central plant heating and cooling systems;
- Crane and rigging services;
- Millwright services; and
- Steel fabrication, erection, and welding services.

The electrical and mechanical construction services industry has experienced growth due principally to the increased content, complexity, and sophistication of electrical and mechanical systems resulting, in part, from growth in digital processing, cloud computing, and data storage. In addition, facilities of all types require extensive electrical distribution systems, sophisticated power supplies, networks of low-voltage and fiber-optic communications cabling, and various mechanical, plumbing, and fire protection and suppression systems. Moreover, the need for substantial environmental controls within a building, due to the heightened need to maintain extensive computer systems at optimal temperatures, and the demand for increased energy efficiency, have continued to expand opportunities for our electrical and mechanical services businesses. The demand for these services is typically driven by non-residential construction and renovation activity.

Our electrical and mechanical construction services generally fall into one of three categories: (a) large installation projects, with contracts often in the multi-million dollar range, that involve: (i) the construction of manufacturing facilities, data centers, warehousing and distribution facilities, and commercial buildings, (ii) institutional and public works projects, or (iii) the fit-out of large blocks of space within commercial buildings, (b) large and medium sized capital and maintenance projects for commercial, manufacturing, pharmaceutical, healthcare, oil and gas, industrial, and petrochemical clients and (c) smaller installation projects, of a short duration, typically involving fit-out, renovation, and retrofit work. We also install and maintain lighting for streets, highways, bridges and tunnels, traffic signals, computerized traffic control systems, and signal and communication systems for mass transit systems in several metropolitan areas. In addition, we manufacture and install sheet metal air handling systems for both our own mechanical construction operations and for unrelated mechanical contractors. We also maintain welding and pipe fabrication shops in support of some of our mechanical operations.

Our United States electrical and mechanical construction operations accounted for about 60% of our 2021 total revenues. Of such revenues, approximately 34% were generated by our electrical construction operations and approximately 66% were generated by our mechanical construction operations.

We provide electrical and mechanical construction services for both large and small installation and renovation projects. Our largest projects have included those: (a) for commercial purposes (such as office buildings, data centers, convention centers, sports stadiums, and shopping malls); (b) for manufacturing and industrial purposes (such as pharmaceutical plants, steel, pulp and paper mills, food processing, automotive and semiconductor manufacturing facilities, power generation (including sustainable energy solutions such as solar and wind), oil and gas refineries, and chemical processing plants); (c) for transportation purposes (such as highways, bridges, airports, and transit systems); (d) for institutional purposes (such as educational and correctional facilities and research laboratories); (e) for healthcare purposes; (f) for water and wastewater purposes; and (g) for hospitality purposes (such as resorts, hotels, and gaming facilities). Our largest projects, which typically range in size from $10 million up to and occasionally exceeding $200 million, represented approximately 38% of our electrical and mechanical construction services revenues in 2021. Depending on the size and complexity of these projects, they may span multiple years and typically require significant technical and management skills and the financial strength to obtain performance bonds, which are often a condition to bidding for and winning these projects.

Our projects of less than $10 million accounted for approximately 62% of our electrical and mechanical construction services revenues in 2021. These projects are typically completed in less than one year. They usually involve electrical and mechanical construction services when an end-user or owner undertakes construction or modification of a facility to accommodate a specific use, upgrade or replace aging systems, or increase energy efficiency. These projects frequently require electrical and mechanical systems to meet special needs such as critical systems power supply, fire protection systems, special environmental controls and high-purity air systems, sophisticated electrical and mechanical systems for data centers, new production lines in manufacturing plants, and office arrangements in existing office buildings. They are not usually dependent upon the new construction market. Demand for these projects and types of services is often prompted by the expiration of leases, changes in technology, the demand for more energy efficient systems, or changes in the customer’s plant or office layout in the normal course of a customer’s business.

United States and United Kingdom building services operations:

Our building services, which are provided to a wide range of facilities, including commercial, utility, institutional, and governmental facilities, include:

- Mobile mechanical maintenance and services for mechanical, electrical, plumbing, fire safety, and building automation systems;
- Small modification and retrofit projects;
- Program development, management, and maintenance for energy systems, including LEED Certified solutions to assist our customers in reducing energy consumption;
- Technical consulting and diagnostic services;
- Services aimed at improving indoor air quality;
- Installation and support for building systems;
- Commercial and government site-based operations and maintenance;
- Facility management, maintenance, and services;
- Floor care and janitorial services, including enhanced cleaning and sanitization services;
- Landscaping, lot sweeping, and snow removal;
- Other building services, including reception, security, and catering services;
- Vendor management and call center services;
- Military base operations support services;
- Infrastructure and building projects for federal, state, and local governmental agencies; and
- Outage services to utilities and industrial plants.

While not all of the above services are performed in both countries, we provide building services throughout the United States and United Kingdom. Our building services operations have built upon our traditional electrical and mechanical construction operations and our client relationships to expand the scope of services being offered and to develop packages of services for customers on a local, regional, and national basis.

Our building services operations, which generated approximately 30% of our 2021 total revenues, provide services to owners, operators, tenants, and managers of all types of facilities both on a contractual basis for a specified period of time and on an individual task order basis. Of our building services revenues for 2021, approximately 83% were generated in the United States and approximately 17% were generated in the United Kingdom.

Demand for our building services is often driven by customers' decisions to focus on their core competencies, customers' programs to reduce costs, the increasing technical complexity of their facilities, including their mechanical, electrical, building automation, voice and data, and other systems, and the need for increased reliability, energy efficiency, and air filtration and sanitization. These trends have led to outsourcing and privatization programs whereby customers in both the private and public sectors seek to contract out those activities that support, but are not directly associated with, the customer's core business. Clients of our building services business include federal and state governments, institutional organizations, utilities, independent power producers, healthcare providers, and major corporations engaged in information technology, telecommunications, pharmaceuticals, financial services, and manufacturing, as well as large retailers and other businesses with geographically dispersed locations.

We provide building services at a number of prominent buildings, including those that house the Secret Service, the Federal Deposit Insurance Corporation, the Government Accountability Office, and the Department of Health and Human Services, as well as other government facilities, including the NASA Jet Propulsion Laboratory. We also provide building services, as a prime contractor or a subcontractor, to U.S. military bases, including the Defense Intelligence Agency located on Joint Base Anacostia-Bolling, and are involved in a joint venture providing building services to NASA's Armstrong Flight Research Center. The agreements pursuant to which this division provides services to the federal government are frequently for a base period and a number of option years exercisable at the sole discretion of the government, are often subject to renegotiation by the government in terms of scope of services, and are subject to termination by the government prior to the expiration of the applicable term.

United States industrial services operations:

Our industrial services are primarily provided to customers within the oil, gas, and petrochemical industries and consist of:

- Refinery turnaround planning and engineering services;
- Specialty welding services;
- Overhaul and maintenance of critical process units in refineries and petrochemical plants;
- Specialty technical services for refineries and petrochemical plants;
- Instrumentation and electrical services for energy infrastructure;
- On-site repairs, maintenance, and service of heat exchangers, towers, vessels, and piping;
- Design, manufacturing, repair, and hydro blast cleaning of shell and tube heat exchangers and related equipment; and
- Renewable energy services, including large scale solar projects, energy storage, and waste to biogas solutions.

Our industrial services business, which generated approximately 10% of our 2021 total revenues, is a recognized leader in the refinery turnaround market and has a presence in the petrochemical market. Demand for these services is highly dependent on the strength of the oil and gas and related industrial markets. Our industrial services operations perform turnaround and maintenance services for critical units of refineries and petrochemical plants to upgrade, repair, and maintain them. Such services include: (a) engineering and planning in advance of complex refinery turnarounds; (b) overhaul and maintenance of critical process units (including hydrofluoric alkylation units, fluid catalytic cracking units, coking units, heaters, heat exchangers, and related mechanical equipment) during refinery and petrochemical plant shut downs; (c) replacement and new construction capital projects for refineries and petrochemical plants; (d) instrumentation and electrical services for energy infrastructure; and (e) other related specialty services such as: (i) welding (including pipe welding) and fabrication; (ii) heater, boiler, and reformer repairs and replacements; converter repair and revamps; and vessel, exchanger and tower services; (iii) tower and column repairs in refineries and petrochemical plants; (iv) installation and repair of refractory materials for critical units in process plants to protect equipment from corrosion, erosion, and extreme temperatures; and (v) acid-proofing services to protect critical components at refineries from chemical exposure. These businesses also design and manufacture highly engineered shell and tube heat exchangers and provide maintenance, repair, and cleaning services for heat exchangers both in the field and at our own shops, including tube and shell repairs, bundle repairs, and extraction services.

In addition to these traditional industrial services, we are working to leverage our expertise in industrial services to construct and maintain carbon capture technologies and renewable energy projects.

Competition

Across our operations, we compete with national, regional, and local companies, many of which are small, owner-operated entities that carry on their businesses in a limited geographic area, as well as with certain foreign companies.

The electrical and mechanical construction services industry is highly fragmented and our competition includes thousands of small companies across the United States. In addition, there are a number of larger public companies focused on providing either electrical and/or mechanical construction services, such as APi Group Corporation, Comfort Systems USA, Inc., Dycom Industries, Inc., IES Holdings, Inc., MasTec, Inc., MYR Group, Inc., and Tutor Perini Corporation. A majority of our revenues are derived from projects requiring competitive bids; however, an invitation to bid is often conditioned upon prior experience, technical capability, and financial strength. Competitive factors in the electrical and mechanical construction services business include: (a) the availability of qualified and/or licensed personnel; (b) reputation for integrity and quality; (c) safety record; (d) cost structure and the ability to control project costs; (e) relationships with customers; (f) price; (g) geographic diversity; (h) experience in specialized markets; (i) the ability to obtain surety bonding; and (j) adequate working capital or access to bank credit. We believe our financial position, operating results, access to bank credit and surety bonding, technical expertise, and safety record, among other factors, give us an advantage over many of our competitors. However, relatively few barriers exist to prevent entry into the electrical and mechanical construction services industry.

While the building services industry is also highly fragmented, with most competitors operating in a specific geographic region, a number of large corporations such as Amentum Services, Inc., IAP Worldwide Services, Inc., Fluor Corporation, J&J Worldwide Services, Cushman & Wakefield plc, CBRE Group, Inc., Jones Lang LaSalle Incorporated, Sodexo, Inc., Aramark, and ABM Industries Incorporated are engaged in this field, as are large original equipment manufacturers such as Carrier Global Corporation and Trane Technologies plc. In addition, we compete with several regional firms serving all or portions of the markets we target, such as BrightView Holdings, Inc., Kellermeyer Bergensons Services, LLC, SMS Assist, LLC, and Ferandino & Son, Inc. Our principal competitors in the United Kingdom include CBRE Group, Inc., Bouygues UK Ltd., ISS UK Ltd., and Mitie Group plc. The key competitive factors in the building services industry include: (a) availability of qualified personnel and managers; (b) service quality and technical expertise; (c) cost structure and the ability to control project costs; (d) price; and (e) geographic diversity. Due to our size, our technical capability and management experience, and our geographic presence, we believe our building services operations are in a strong competitive position. However, there are relatively few barriers to entry into the building services industry.

The market for providing industrial services includes large national providers, as well as numerous regional companies. In the manufacture of heat exchangers, we compete with both U.S. and foreign manufacturers. Competitors within this industry include JVIC Catalyst Services, Universal Plant Services, Inc., Turner Industries Group, LLC, Team, Inc., Cust-O-Fab, Inc., Dunn Heat Exchangers, Inc., and Wyatt Field Service Company, LLC, among others. The key competitive factors in the industrial services market consist of: (a) availability of skilled workforce; (b) technical expertise; (c) service, quality, and ability to respond quickly; (d) price; and (e) safety record. Due to our technical capabilities, skilled workforce, and safety record, we believe that we are in a strong competitive position in the industrial services markets that we serve. Because of the complex tasks associated with turnaround projects, and the precision and cost investment required in manufacturing heat exchangers, we believe that the barriers to entry in this business are significant.

Human Capital

At December 31, 2021, we employed approximately 34,000 people, approximately 30,000 of whom were located within the United States and approximately 4,000 of whom were located in the United Kingdom.

Based on the most recent information available from our latest filing with the U.S. Equal Employment Opportunity Commission, the gender demographic of our U.S. employees was 90% male and 10% female. Additionally, based on such information, our U.S. employees had the following race and ethnicity demographics:

Employee Demographic	% of Total
White	70 %
Hispanic / Latinx	17 %
Black / African American	8 %
Asian	2 %
Multiracial, Native American, Native Hawaiian, and Pacific Islander	3 %

Approximately 60% of our employees are represented by various unions pursuant to nearly 450 collective bargaining agreements between our individual subsidiaries or trade associations and local unions, as well as two collective bargaining agreements that are national or regional in scope. We believe that our relations with our labor unions are generally positive.

Our ability to execute complex projects for our customers, and to perform all of our services with the excellence that makes us an industry leader, depends on our success in attracting and retaining skilled labor in a competitive market. We therefore strive to be and remain an employer of choice for the most talented employees in each of the industries and markets in which we operate. This begins with offering competitive employee compensation and benefits packages, specifically designed to meet the unique needs of each individual in our organization, which include:

- *Health and Welfare Plans*: All full-time employees who do not participate in union plans are offered a range of choices among medical, dental and vision plans, life, accident, dependent and disability insurance, and pre-tax health spending accounts that include employer contributions.
- *Retirement Savings*: We help provide our employees with financial security by offering a 401(k) Savings Plan and an Employee Stock Purchase Plan, both of which include company matching contributions.
- *Degree Assistance*: Eligible employees may apply for reimbursement for job-related courses or courses taken as part of a curriculum for a business or job-related degree at an accredited institution.
- *Employee Assistance Program*: Through our Employee Assistance Program, we offer our employees, and their dependents or household members, access to services and counseling on a variety of personal, professional, legal, and financial matters, at no cost.

Key to our attraction and retention of employees is our commitment to our EMCOR Values and our focus on employee safety and diversity, equity, and inclusion. Our Board of Directors and senior leadership engage in oversight and management, respectively, of our significant human capital initiatives. Our Board of Directors is regularly briefed and provides input on key human capital initiatives and metrics.

Commitment to Core Values

We are committed to our EMCOR Values of Mission First: *Integrity, Discipline, and Transparency* and People Always: *Mutual Respect and Trust, Commitment to Safety, and Teamwork.* We constantly strive to ensure these values are reflected in how we do business every day, from our corporate culture and "tone at the top," established by our Board of Directors and management team, to the critical work performed by all of our people at every level throughout our organization. We reinforce our EMCOR Values through many ongoing initiatives. Our EMCOR Values are embodied in our policies and procedures, including our Code of Business Ethics and Conduct. We also regularly provide training on these values, both at time of hire and on an ongoing, periodic basis. In addition, to develop and reinforce our values company-wide, and empower our leaders to perform at the highest levels, senior leaders are invited to our Leadership for Results course at Babson College and our Leading with Character program at the Thayer Leadership Development Group at West Point.

Workplace Safety

We believe that our focus on employee safety and well-being is reflected in our results. In a year in which our employees worked a total of approximately 76 million hours, the second highest in our history, the Company's Total Recordable Incident Rate in 2021 was approximately 1.06, which was more than 60% lower than the most recently available industry average of 2.70. This represents our thirteenth consecutive year with a Total Recordable Incident Rate which was less than half the industry average. Our position as an industry leader in safety begins with a strong culture of care and vigilance embodied in our EMCOR Values and is supported by a comprehensive suite of training, resources, and analytics. These include: (a) our signature Be There for Life! Zero Injuries Program and Be Vigilant! Campaign, (b) incident and injury prevention planning, including in-person and online training tools, adoption of new technology, and best practice guides available through our company intranet, (c) enterprise level reporting and analysis of leading and lagging indicators, (d) a 24-hour incident reporting hotline, and (e) a company-wide program to share and champion best safety practices across our range of businesses.

Diversity, Equity, and Inclusion

We believe that a diverse workforce is important to the long-term success of our business. We actively seek to increase the diversity of our workforce and to practice our commitment to diversity and inclusion in hiring, development, and training. This extends to our senior leadership and Board of Directors, where we require that any slate of candidates for a named executive officer or other corporate officer position, and new management-supported director nominees, include individuals from underrepresented demographics. We have also designed and implemented policies and practices to promote a workplace free from discrimination, including our Affirmative Action and Equal Opportunity Policy, the implementation, effectiveness, and reporting requirements of which are overseen by our designated Affirmative Action Officer.

We strive to help all our employees realize their full potential with an equal opportunity to succeed. We work to unlock the full potential of all employees at every level through: (a) the EMCOR Manager Certificate Program, which promotes supervisory management skills, (b) our Degree Assistance Program, which provides tuition reimbursement for continuing education, and (c) the resources available to all employees on our online learning platform, the EMCOR Learning Center, which includes thousands of on-demand training courses on a wide range of topics.

In furtherance of our EMCOR Values, all EMCOR employees are required to complete diversity & inclusion training, and our current and future leaders undergo implicit association and unconscious bias training.

Available Information

We file annual, quarterly and current reports, proxy statements and other information with the SEC. These filings are available to the public over the internet at the SEC's website at http://www.sec.gov.

Our Internet address is www.emcorgroup.com. We make available, free of charge, through www.emcorgroup.com our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports, as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. References to our website addressed in this report are provided as a convenience and do not constitute, and should not be viewed as, an incorporation by reference of the information contained on, or available through, the website. Therefore, such information should not be considered part of this report.

Our Board of Directors has an audit committee, a compensation and personnel committee, and a nominating and corporate governance committee. Each of these committees has a formal charter. We also have Corporate Governance Guidelines, which include guidelines regarding related party transactions, a Code of Ethics for our Chief Executive Officer and Senior Financial Officers, and a Code of Ethics and Business Conduct for Directors, Officers, and Employees. Copies of these charters, guidelines and codes, and any waivers or amendments to such codes which are applicable to our executive officers, senior financial officers, or directors, can be obtained free of charge on our website, www.emcorgroup.com.

You may request a copy of the foregoing filings (excluding exhibits), charters, guidelines and codes, and any waivers or amendments to such codes which are applicable to our executive officers, senior financial officers, or directors, at no cost by writing to us at EMCOR Group, Inc., 301 Merritt Seven, Norwalk, CT 06851-1092, Attention: Corporate Secretary, or by telephoning us at (203) 849-7800.

ITEM 1A. RISK FACTORS

Our business is subject to a variety of risks, including the risks described below as well as adverse business and market conditions and risks associated with our operations. The risks and uncertainties described below are not the only ones facing us. Additional risks and uncertainties not known to us or not described below, which we have not determined to be material, may also impair our business operations. You should carefully consider the risks described below, together with all other information in this report, including information contained in the "Business," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and "Quantitative and Qualitative Disclosures about Market Risk" sections. If any of the following risks actually occur, our business, financial position, results of operations, and/or cash flows could be adversely affected, and we may not be able to achieve our goals. Such events may cause actual results to differ materially from expected and historical results, and the trading price of our common stock could decline.

Economic and Strategic Risk Factors

Economic downturns have historically led to reductions in demand for our services. Negative conditions in the credit markets, including rising interest rates, may adversely impact our ability to operate our business. The level of demand from our clients for our services has been, in the past, adversely impacted by slowdowns in the industries we service, as well as in the economy in general. When the general level of economic activity has been reduced from historical levels, certain of our ultimate customers have delayed or canceled projects or capital spending, especially with respect to more profitable private sector work, and such slowdowns adversely affect our ability to grow, reducing our revenues and profitability. A number of economic factors, including financing conditions, the prices of commodities, and energy prices, have, in the past, adversely affected the industries we serve and our ultimate customers' ability or willingness to fund expenditures. General concerns about the fundamental soundness of domestic and foreign economies may also cause ultimate customers to defer projects even if they have credit available to them. A prolonged stagnation or weakening in financial and macroeconomic conditions, including as a result of the COVID-19 pandemic, could therefore have a significant adverse effect on our revenues and profitability.

Many of our clients depend on the availability of credit to help finance their capital and maintenance projects. At times, tightened availability of credit or increased interest rates have negatively impacted the ability of existing and prospective ultimate customers to fund projects we might otherwise perform, particularly those in the more profitable private sector. As a result, our ultimate customers may defer such projects for an unknown, and perhaps lengthy, period. Any such deferrals would inhibit our growth and would adversely affect our results of operations.

In a weak economic environment, particularly in a period of restrictive credit markets, we may experience greater difficulties in collecting payments from, and negotiating change orders and/or claims with, our clients due to, among other reasons, a diminution in our ultimate customers' access to the credit markets or potential bankruptcies. If clients delay in paying or fail to pay a significant amount of our outstanding receivables, or we fail to successfully negotiate a significant portion of our change orders and/or claims with clients, it could have an adverse effect on our liquidity, results of operations, and financial position.

Our business has traditionally lagged recoveries in the general economy and, therefore, after an economic downtown we may not recover as quickly as the economy at large.

Certain of our businesses, including those within our United States industrial services segment, are exposed to risks associated with the oil and gas industry. These risks, which are not subject to our control, include volatility in the price and production of crude oil, the development of and consumer demand for alternative energy sources, including as a result of a change in consumer preference, or in an effort to reduce greenhouse gas emissions or combat climate change, and legislative and regulatory actions. Specifically, lower prices and production volumes, or perceived risk thereof, typically results in the curtailment or deferral of spending by our customers. In addition, macroeconomic conditions, influenced by a variety of events and circumstances, can also affect customer demand for our services within these businesses. For example, during 2020, the escalation of geopolitical tensions between the Organization of Petroleum Exporting Countries (OPEC) and Russia contributed to a significant drop in the price of crude oil, impacting customers in the energy sector and the demand for certain of our services. Continued unfavorable conditions within these markets, including the impact of sustained lower demand for refined products as a result of the COVID-19 pandemic, could further negatively impact our financial position, results of operations, and cash flows.

Our business is vulnerable to the cyclical nature of the markets in which our clients operate and is dependent upon the timing and funding of new awards. We provide construction and maintenance services to ultimate customers operating in a number of markets which have been, and we expect will continue to be, cyclical and subject to significant fluctuations due to a variety of factors beyond our control, including economic conditions and changes in client spending.

Regardless of economic or market conditions, investment decisions by our ultimate customers may vary by location or as a result of other factors like the availability of labor, relative construction costs, or competitive conditions in their industries. Because we are dependent on the timing and funding of new awards, we are therefore vulnerable to changes in our clients' markets and investment decisions.

Our business may be adversely affected by significant reductions in government spending or delays or disruptions in the government appropriations process. Some of our businesses derive a significant portion of their revenues from federal, state, and local governmental agencies. As a result, reduced or delayed spending by the federal government and/or state and local governments may have a material and adverse impact on our business, financial condition, results of operations, and cash flows. Significant reductions in spending aimed at reducing federal, state, or local budget deficits, the absence of a bipartisan agreement on the federal government's budget, renewed focus on budget deficits following recent increases in government spending in response to the COVID-19 pandemic, personnel reductions, the closure of government facilities and offices, or other changes in budget priorities could result in the deferral, delay, disruption, or cancellation of projects or contracts that we might otherwise have sought to perform. These potential events could impact the level of demand for our services and our ability to execute, complete, and receive compensation for our current contracts, or bid for and enter into new contracts with governmental agencies.

An increase in the prices or availability of certain materials used in our businesses, including as a result of inflation, and protectionist trade measures could adversely affect our businesses. We are exposed to market risk of increases in certain commodity prices of materials, such as copper and steel, which are used as components of supplies or materials utilized in our operations. We are also exposed to increases in energy prices, particularly as they relate to gasoline prices for our fleet of approximately 12,000 vehicles. While we believe we can increase our prices to adjust for some price increases in commodities, there can be no assurance that price increases of commodities, if they were to occur, would be recoverable. Additionally, our fixed price contracts generally do not allow us to adjust our prices and, as a result, increases in material or fuel costs could reduce our profitability with respect to projects in progress. For example, during 2021, certain of our operations experienced declines in gross profit and gross profit margin as a result of supply chain disruptions, including long lead times for certain materials and equipment, as well as an escalation in material and fuel prices, and such supply chain disruptions and price escalations have continued into 2022. Fluctuations in energy prices as well as in commodity prices of materials, whether resulting from fluctuations in market supply or demand, or geopolitical conditions, including an increase in trade protection measures such as tariffs and the disruption, modification, or cancellation of multilateral trade agreements, may adversely affect our customers and as a result cause them to curtail the use of our services.

Business and Operational Risk Factors

The loss of one or a few customers could have an adverse effect on us. Although we have long-standing relationships with many of our significant customers, our customers may unilaterally reduce, fail to renew, or terminate their contracts with us at any time. A loss of business from a significant customer, or a number of significant customers, could have a material adverse effect on our business, financial position, and results of operations.

Our industry is highly competitive. Our industry is served by numerous small, owner-operated private companies, a few public companies, and several large regional companies. In addition, relatively few barriers exist to prevent entry into most of the industries in which we operate. As a result, any organization that has adequate financial resources, and access to technical expertise, may become a competitor. Competition in our industry depends on numerous factors, including price. Certain of our competitors have lower overhead cost structures and, therefore, are able to provide their services at lower rates than we are currently able to provide. Our project and service work is frequently awarded through a competitive bidding process, which is standard in our industry. We are constantly competing for contracts based on pricing, schedule, and technical expertise. Competition can place downward pressure on our contract prices and profit margins, which may make it difficult to win the project or force us to accept contractual terms and conditions that are less favorable to us, thereby increasing the risk that, among other things, we may not realize profit margins at the same rates we have seen in the past or may become responsible for costs or other liabilities we have not incurred in the past.

In addition, some of our competitors have greater resources than we do. We cannot be certain that our competitors will not develop the expertise, experience, and resources necessary to provide services that are superior in quality, and lower in price, to ours. Similarly, we cannot be certain that we will be able to maintain or enhance our competitive position within our industries, or maintain a customer base at current levels. We may also face competition from the in-house service organizations of existing or prospective customers, particularly with respect to building services. Many of our customers employ personnel who perform some of the same types of building services that we do. We cannot be certain that our existing or prospective customers will continue to outsource building services in the future. If we are unable to compete effectively, we may experience a loss of market share, reduced profitability, or both, which if significant, could have a material adverse effect on our business, financial condition, and results of operations. Refer also to "Business - Competition" in Item 1 of this Form 10-K.

We are a decentralized company, which presents certain risks. While we believe decentralization has enhanced our growth and enabled us to remain responsive to opportunities and to our customers' needs, it necessarily places significant control and decision-making powers in the hands of local management. This presents various risks, including the risk that we may be slower or less able to identify or react to external market conditions or problems affecting a key business than we would in a more centralized environment.

Our business may be affected by weather conditions. Adverse weather conditions, particularly during the winter season, could impact our construction services operations as those conditions affect our ability to perform efficient work outdoors in certain regions of the United States, adversely affecting the revenues and profitability of those operations. However, the absence of snow in certain regions of the United States during the winter could also cause us to experience reduced revenues and profitability in our United States building services segment, as a portion of their revenues is generated from snow removal contracts. In addition, cooler than normal temperatures during the summer months could reduce the need for our services, particularly in our businesses that install or service air conditioning units, and result in reduced revenues and profitability during the period that such unseasonal weather conditions persist.

Our business may be affected by the work environment. We perform our work under a variety of conditions, including but not limited to, difficult terrain, difficult site conditions, and busy urban centers where delivery of materials and availability of labor may be impacted, clean-room environments where strict procedures must be followed, and sites which contain harsh or hazardous conditions, especially at chemical plants, refineries and other process facilities. Performing work under these conditions can increase the cost of such work or negatively affect efficiency and, therefore, our profitability.

Our dependence upon fixed price contracts could adversely affect our business. We currently generate, and expect to continue to generate, a significant portion of our revenues from fixed price contracts. We must estimate the total costs of a particular project to bid for fixed price contracts. Cost and scheduling estimates are based on a number of assumptions, including those about future economic conditions, commodity and other materials pricing, cost and availability of labor, equipment, and materials, and supply chain efficiency, among other factors. The actual cost of labor and materials, however, may vary from the costs we originally estimated. These variations, along with other risks, inherent in the execution of projects subject to fixed price contracts, may cause actual gross profits from projects to differ from those we originally estimated and could result in reduced profitability or losses on projects. Depending upon the size of a particular project, variations from the estimated contract costs can have a significant impact on our operating results for any fiscal quarter or year.

We could incur additional costs to cover certain guarantees or other contractual requirements. In some instances, we guarantee completion of a project by a specific date or price, cost savings, achievement of certain performance standards, or performance of our services at a certain standard of quality. For other arrangements, including those within our government services operations, the terms of our contracts may include provisions which require us to achieve certain minority participation or small or disadvantaged business "set-aside" goals. Such requirements have become more frequent in recent years and we expect them to be increasingly prevalent, and more strictly enforced in the near future, especially under the current administration in Washington, D.C. If we subsequently fail to meet such guarantees, or comply with such provisions, we may be held responsible for costs resulting from such failures, including payment of penalties or liquidated or other damages. To the extent that any of these events occur, the total costs of a project could exceed the original estimated costs, and we would experience reduced profits or, in some cases, a loss.

Many of our contracts, especially our building and industrial services contracts, may be canceled or delayed on short notice, and we may be unsuccessful in replacing such contracts if they are canceled or as they are completed or expire. We could experience a decrease in revenues, net income, and liquidity if any of the following occur:

- customers cancel a significant number of contracts or delay services or projects;
- we fail to win a significant number of our existing contracts upon re-bid;
- we complete a significant number of non-recurring projects and cannot replace them with similar projects; or
- we fail to reduce operating and overhead expenses consistent with any decrease in our revenues.

Uncertainty surrounding the timing of contract awards, or project cancellations or delays, can also present difficulties in matching our workforce size with contract needs. In some cases, in anticipation of contract awards, we maintain and bear the cost of a ready workforce that is larger than necessary under our existing contract portfolio. When a contract is canceled or delayed, or an anticipated contract award is not received, it may result in lower profitability as a result of labor under-utilization, or additional costs resulting from reductions in staff, which could have a material adverse effect on our business, financial condition, and results of operations.

We may be unsuccessful in generating internal growth. Our ability to generate internal growth will be affected by, among other factors, our ability to:

- expand the range of services offered to customers to address their evolving needs;
- attract new customers; and
- retain and/or increase the number of projects performed for existing customers.

In addition, existing and potential customers may reduce the number or size of projects available to us because of general economic conditions or due to their inability to obtain capital or pay for services we provide. Many of the factors affecting our ability to generate internal growth are beyond our control, and we cannot be certain that our strategies will be successful or that we will be able to generate cash flow sufficient to fund our operations and to support internal growth. If we are not successful, we may not be able to achieve internal growth, expand operations, or grow our business.

Fluctuating foreign currency exchange rates impact our financial results. We have operations in the United Kingdom, which in 2021 accounted for approximately 5% of our revenues. Our reported financial position and results of operations are exposed to the effects (both positive and negative) that fluctuating exchange rates have on the process of translating the financial statements of our United Kingdom operations, which are denominated in local currencies, into the U.S. dollar. The factors that impact exchange rate fluctuation, including macroeconomic and geopolitical conditions, are outside the control of the Company.

As part of our risk management strategy, we are effectively self-insured against certain potential liabilities. Although we maintain insurance policies with respect to a broad range of risks, including automobile liability, general liability, workers' compensation, and employee-related healthcare, these policies do not cover all possible claims and certain of the policies are subject to large deductibles and retentions. In addition, we maintain a wholly-owned captive insurance subsidiary to manage certain of our insurance liabilities. Accordingly, we are effectively self-insured for a substantial number of actual and potential claims. Further, if any of our insurance carriers defaulted on its obligations to provide insurance coverage by reason of its insolvency or for other reasons, our exposure to claims would increase and our profits would be adversely affected. Our estimates for unpaid claims and expenses are based on known facts, historical trends, and industry averages, utilizing the assistance of an independent third-party actuary. The determination of such estimated liabilities and their appropriateness are reviewed and updated at least quarterly. However, these liabilities are difficult to assess and estimate due to many relevant factors, the effects of which are often unknown, including the severity of an injury or damage, the determination of liability in proportion to other parties, the timeliness of reported claims, the effectiveness of our risk management and safety programs, and the terms and conditions of our insurance policies. Our accruals are based upon known facts, historical trends and our reasonable estimate of future expenses, and we believe such accruals are adequate. However, unknown or changing trends, risks, or circumstances, such as increases in claims, a weakening economy, increases in medical costs, changes in case law or legislation, or changes in the nature of the work we perform, could render our current estimates and accruals inadequate. In such case, adjustments may be required to increase our insurance liabilities in the period that the experience becomes known.

External market conditions, including catastrophic losses resulting from an increase in severe weather events and the prolonged pandemic, among other factors, have resulted in an insurance market that is characterized by higher premiums, diminished capacity, and more conservative underwriting. If these market conditions persist, insurance carriers may be unwilling, in the future, to provide our current levels of coverage without a significant increase in insurance premiums, self-insured retention limits, or collateral requirements to cover our obligations to them. Increased collateral requirements may be in the form of additional letters of credit, surety bonds, and/or cash, and an increase in collateral requirements could significantly reduce our liquidity. If insurance premiums or self-insured retention limits increase, and/or if insurance claims are higher than our estimates, our profitability could be adversely affected.

Failure to provide our services in accordance with professional standards or contractual requirements could expose us to significant monetary damages. Our services often involve professional judgments regarding the planning, design, development, construction, or operations and management of complex facilities. Although we have adopted a range of insurance, risk management, and risk avoidance programs designed to reduce potential liabilities, a catastrophic event at one of our project sites or a completed project, resulting from the services we have performed, could result in significant professional or product liability and warranty or other claims against us, as well as reputational harm. These liabilities could exceed our insurance limits or impact our ability to obtain insurance in the future. Further, even where insurance coverage applies, such policies have limits and deductibles or retentions, which could result in our assumption of exposure for certain amounts with respect to any claim filed against us. In addition, customers or subcontractors who have agreed to indemnify us against any such liabilities or losses might refuse or be unable to uphold their obligations to us. An uninsured claim, either in part or in whole, as well as any claim covered by insurance but subject to a policy limit, high deductible and/or retention, could have a material adverse effect on our business, financial condition, and results of operations.

Our business strategy relies, in part, on acquisitions to sustain our growth, and these transactions present certain risk and uncertainties. As part of our growth strategy, we acquire companies that expand, complement, and/or diversify our businesses. However, there is no guarantee that we will be successful in identifying targets that meet our requirements for acquisition. We may also face increased competition from other potential acquirers who may have greater financial resources available to them or who may be in a position to offer more favorable terms to the target company. This competition may limit our ability to pursue acquisition opportunities. Additionally, circumstances beyond our control, such as the COVID-19 pandemic, has and may continue to hinder our ability to pursue and complete acquisitions. Further, realization of the anticipated benefits of an acquisition, and avoiding or mitigating the potential risks associated with an acquisition, will depend, among other things, upon our ability to: (a) effectively conduct due diligence to identify potential problems at companies we propose to acquire, (b) recognize incompatibilities or other obstacles to the successful integration of the acquired business with our other operations, and (c) gain greater efficiencies and scale that will translate into reduced costs or anticipated synergies in a timely manner. However, there can be no assurance that an acquisition we may make in the future will provide the benefits anticipated when entering into the transaction. Acquisitions we have completed, and future acquisitions we may make, could expose us to operational challenges and risks, including the diversion of management's attention from our existing businesses, the failure to retain key personnel or customers of the acquired business, and the assumption of unknown liabilities of the acquired business for which there are inadequate reserves. Our ability to sustain our growth and maintain our competitive position may be affected by our ability to identify and acquire desirable businesses and successfully integrate any acquired business.

In addition, while we work to rapidly implement or maintain internal controls and financial reporting standards and procedures in the businesses we acquire, including integrating such acquired businesses into our consolidated financial reporting systems and controls, we cannot be certain that such implementation and integration will be quickly and effectively completed. Our internal control processes and procedures with respect to such businesses may need to be adjusted or enhanced in order to ensure that such businesses are in compliance with the regulations we are subject to as well as our internal policies and standards. Such changes could result in significant additional costs to us and could require the diversion of management's attention from our existing businesses or other strategic initiatives.

Amounts included in our remaining performance obligations may not result in actual revenues or translate into profits. Many contracts are subject to cancellation or suspension on short notice at the discretion of the client, and the contracts in our remaining performance obligations are subject to changes in the scope of services to be provided as well as adjustments to the costs relating to the contract. The risk of contracts included in our remaining performance obligations being delayed or canceled generally increases during economic slowdowns or in response to significant fluctuations in commodity prices. Accordingly, there is no assurance that revenue from remaining performance obligations will actually be realized. If our remaining performance obligations fail to materialize, we could experience a decline in profitability, which could result in a deterioration of our financial position and liquidity.

We recognize revenue for the majority of our construction projects based on estimates; therefore, variations of actual results from our assumptions may reduce our profitability. As discussed in further detail in the "Critical Accounting Policies and Estimates" section included in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations, revenue is recognized as performance obligations are satisfied and earnings or losses recognized on individual contracts are based on estimates of contract price, costs, and profitability. Changes in estimates of transaction prices as well as estimated costs are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. Consequently, changes in estimates, or variations of actual results from previous projections, on an unusually large project, or on a number of average size projects, could be material and could have an adverse impact on our financial condition, results of operations, and cash flows.

We are increasingly dependent on sophisticated information technology systems; our business and results of operations are subject to adverse impacts due to disruption, failure, and cybersecurity breaches of these systems. We and our customers and third-party providers rely on information technology systems, hardware, and software to run critical accounting, project management, and financial information systems. We rely upon security measures, products, and services to attempt to secure our information technology systems and the confidential, proprietary, and sensitive information they contain. However, our information technology systems and those of our customers and third-party providers are subject to cyber-attacks, hacking, other intrusions, failure, and damage, which result in operational disruption and could result in information misappropriation, such as theft of intellectual property or inappropriate disclosure of customer data or confidential or personal information. On February 15, 2020, for example, we became aware of an infiltration and encryption of portions of our information technology network. This attack temporarily disrupted our use of the impacted systems. While we maintain insurance coverage for these types of incidents, such policies may not completely provide coverage for, or completely offset, the costs associated with such incidents. We are continuously developing and enhancing our controls, processes, and practices designed to protect our systems, computers, software, data, and networks from attack, damage, or unauthorized access. This continued development and enhancement requires us to expend additional resources. However, we may not anticipate or combat all types of potential disruptions or breaches. If any of these events were to occur, we could be required to expend additional capital and other resources, including costs to deploy additional personnel and protection technologies, train employees, and engage third-party experts and consultants. Additionally, as many of our employees use our information technology systems to collaborate with colleagues in different geographic locations and periodically access our systems remotely, we may be subject to heightened security risks, including the risks of cyber-attacks.

The proper functioning of our information technology systems could also be impacted by other causes and circumstances beyond our control, including malware embedded in third party applications, the decision by software vendors to discontinue further development, integration, or long-term software maintenance support for our information systems, or hardware interruption, damage or disruption as a result of power outages, natural disasters, or computer network failures. Key business processes are subject to interruption to the extent that our information technology systems, or those of our customers or third-party providers, are disabled for a long period of time. Such operational disruptions and/or misappropriation or inappropriate disclosure of information could result in lost or reduced revenues, negative publicity, loss of customers or contracts, or business delays that could have a material adverse effect on our business, financial position, and results of operations.

In addition, new or evolving laws and regulations governing data privacy and the unauthorized disclosure of confidential information, including the European Union General Data Protection Regulation ("GDPR"), the California Consumer Privacy Act, and other emerging U.S. state privacy laws pose increasingly complex compliance challenges and could potentially elevate our compliance costs. Any failure to comply with these laws and regulations could result in significant penalties and legal liability, and increased costs in this area could have a negative impact on our financial condition, results of operations, and cash flow.

Financial Risk Factors

A material portion of our business depends on our ability to provide surety bonds. We may be unable to compete for or work on certain projects if we are not able to obtain the necessary surety bonds. Our construction contracts frequently require that we obtain from surety companies, and provide to our customers, payment and performance bonds as a condition to the award of such contracts. Such surety bonds secure our payment and performance obligations. Under standard terms in the surety market, surety companies issue bonds on a project-by-project basis and can decline to issue bonds at any time or require the posting of collateral as a condition to issuing any bonds. Current or future market conditions, as well as changes in our sureties' assessment of our or their own operating and financial risk, could cause our surety companies to decline to issue, or substantially reduce the amount of, bonds for our work or to increase our bonding costs. These actions can be taken on short notice. If our surety companies were to limit or eliminate our access to bonding, our alternatives would include seeking bonding capacity from other surety companies, increasing business with clients that do not require bonds, or posting other forms of collateral for project performance, such as letters of credit, parent company guarantees, or cash. We may be unable to secure these alternatives in a timely manner, on acceptable terms, or at all. Accordingly, if we were to experience an interruption or reduction in the availability of bonding, we may be unable to compete for or work on certain projects. Increases in the costs of surety bonds could also adversely impact our profitability.

Our results of operations could be adversely affected as a result of goodwill and identifiable intangible asset impairments. When we acquire a business, we record an asset called "goodwill" equal to the excess of the consideration transferred over the fair value of the net tangible and identifiable intangible assets acquired. Goodwill and indefinite-lived intangible assets are not amortized but instead evaluated for impairment annually, or more frequently if events or circumstances indicate that the carrying amount of the asset may be impaired. Impairment may result from a deterioration in macroeconomic conditions, declining financial performance, deterioration in the operational environment, or changes in the manner in which acquired assets are used. While no impairment was recognized during 2021, we recorded $232.8 million of impairment charges during 2020 as a result of certain of these conditions. Significant judgment is required in determining whether goodwill and indefinite-lived intangible assets are impaired and assumptions utilized for purposes of our impairment testing may change in future periods. There can be no assurance that our estimates and assumptions will prove to be accurate predictions of the future. Significant adverse changes to external market conditions or our internal forecasts, if any, could result in future impairment charges. It is not possible at this time to determine if any future impairment charge will result or, if it does, whether such a charge would be material to our results of operations. For further discussion of our impairment testing, see Note 8 - Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets included in Item 8. Financial Statements and Supplementary Data.

Failure to maintain effective internal controls over financial reporting could adversely impact our ability to timely and accurately report financial results and comply with our reporting obligations, which could materially affect our business. Regardless of how internal financial reporting control systems are designed, implemented, and enforced, they cannot ensure with absolute certainty that our policy objectives will be met in every instance. Because of the inherent limitations of all such systems, our internal controls over financial reporting may not always prevent or detect misstatements. Failure to maintain effective internal control over financial reporting could adversely affect our ability to accurately and timely report financial results, to prevent or detect fraud, or to comply with the requirements of the SEC or the Sarbanes-Oxley Act of 2002, which could necessitate a restatement of our financial statements, and/or result in an investigation, or the imposition of sanctions, by regulators. Such failure could additionally expose us to litigation and/or reputational harm, impair our ability to obtain financing, or increase the cost of any financing we obtain. All of these impacts could adversely affect the price of our common stock and our business overall.

Legal and Regulatory Risk Factors

We are subject to many laws and regulations in the jurisdictions in which we operate; changes to such laws and regulations may result in additional costs and impact our operations. We are committed to upholding the highest standards of corporate governance and legal and ethical compliance. We are subject to many laws and regulations, including various laws and regulations that apply specifically to U.S. public companies. These include the rules and regulations of the New York Stock Exchange, the Sarbanes-Oxley Act of 2002, and the Dodd-Frank Wall Street Reform and Consumer Protection Act, as well as the various regulations, standards, and guidance put forth by the SEC and other governmental agencies to implement and enforce those laws. New laws, rules, and regulations, or changes to existing laws or their interpretations, could create added legal and compliance costs and uncertainty for us. In addition, our United Kingdom operations are subject to laws and regulations that are in some cases different from those of the United States, including labor laws such as the U.K. Modern Slavery Act and laws and regulations governing information collected from employees, customers and others, specifically the GDPR. These laws and regulations could increase the cost and complexity of doing business in the U.K. and negatively impact our financial position and results of operations. Our efforts to comply with evolving laws, regulations, and reporting standards may increase our general and administrative expenses, divert management time and attention, or limit our operational flexibility, all of which could have a material adverse effect on our business, financial position, and results of operations. Many of our non-public competitors and competitors operating solely in the U.S. are not subject to these laws and regulations and the related costs and expenses of compliance.

Our failure to comply with environmental laws could result in significant liabilities. Our operations are subject to various laws, including environmental laws and regulations, among which many deal with the handling and disposal of asbestos and other hazardous or universal waste products, polychlorinated biphenyls (PCBs), per- and polyfluoroalkyl substances (PFAS) and fuel storage. A violation of such laws and regulations, or a release of such substances, has and may in the future, expose us to various claims, including claims by third parties, as well as remediation costs and fines. We own and lease many facilities. Some of these facilities contain hazardous materials, such as lead and asbestos, and fuel storage tanks, which may be above or below ground. If these tanks were to leak, we could be responsible for the cost of remediation as well as potential fines. As a part of our business, we also install fuel storage tanks and are sometimes required to deal with hazardous materials, all of which may expose us to environmental liability.

In addition, new laws and regulations, stricter enforcement of existing laws and regulations, the discovery of previously unknown contamination or leaks, exposure to or the release of materials subsequently identified as hazardous by a governmental authority, the imposition of new clean-up requirements, or the exposure of our employees or other contractors to hazardous materials, could require us to incur significant costs or become the basis for new or increased liabilities that could harm our financial position and results of operations, although certain of these costs might be covered by insurance. In some instances, we have obtained indemnification or covenants from third parties (including predecessors or lessors) for such clean-up and other obligations and liabilities, and we believe such indemnities and covenants are adequate to cover such obligations and liabilities. However, such third-party indemnities or covenants may not cover all of such costs or third-party indemnitors may default on their obligations. In addition, unanticipated obligations or liabilities, or future obligations and liabilities, may have a material adverse effect on our business operations. Further, we cannot be certain that we will be able to identify, or be indemnified for, all potential environmental liabilities relating to any acquired business.

Adverse resolution of litigation and other legal and regulatory proceedings may harm our operating results or financial position. From time to time, we are a party to lawsuits and other legal proceedings, most of which occur in the normal course of our business. These actions and proceedings may involve actual or threatened claims by customers, employees, or other third parties for, among other things, compensation or indemnification for alleged personal injury, workers' compensation, employment discrimination, breach of contract, property damage, or other general commercial disputes. In addition, we have been, and may in the future be, subject to class action claims alleging violations of the Fair Labor Standards Act and state wage and hour laws. Litigation and other legal proceedings can be expensive, lengthy, and disruptive to normal business operations, and their outcome is inherently uncertain and difficult to accurately predict or quantify. In addition, plaintiffs in many types of actions may seek punitive damages, civil penalties, consequential damages or other losses, or injunctive or declaratory relief. An unfavorable resolution of a particular legal proceeding or claim, whether through a settlement, mediation, court judgment, or otherwise, could have a material adverse effect on our business, operating results, financial position, and cash flows, and in some cases, on our reputation or our ability to obtain projects from customers, including governmental entities. See Item 3. Legal Proceedings and Note 15 - Commitments and Contingencies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data, for more information regarding any significant legal proceedings in which we are involved.

We may incur liabilities or suffer negative financial impacts relating to occupational, health, and safety matters. Our operations are subject to extensive laws and regulations relating to the maintenance of safe conditions in the workplace. While we have invested, and will continue to invest, substantial resources in our robust occupational, health, and safety programs, many of our businesses involve a high degree of operational risk, and there can be no assurance that we will avoid significant exposure. These hazards can cause personal injury and loss of life, severe damage to or destruction of property and equipment, and other consequential damages, and could lead to suspension of operations, large damage claims, an increase in employee turnover, and, in extreme cases, criminal liability. Any of the foregoing could result in financial losses or reputational harm, which could have a material adverse impact on our business, financial condition, and results of operations.

Our customers seek to minimize safety risks on their sites and they frequently review the safety records of contractors during the bidding process. Accordingly, if our safety record were to substantially deteriorate over time, we might become ineligible to bid on certain work and our customers could cancel our contracts and/or not award us future business.

Our failure to comply with anti-bribery statutes such as the Foreign Corrupt Practices Act and the U.K. Bribery Act of 2010 could result in fines, criminal penalties, and other sanctions that could have an adverse effect on our business. The U.S. Foreign Corrupt Practices Act (the "FCPA"), the U.K. Bribery Act of 2010 (the "Bribery Act"), and similar anti-bribery laws in other jurisdictions generally prohibit companies and their intermediaries from making improper payments to foreign officials for the purpose of obtaining or retaining business or securing an improper advantage. From time to time, we conduct a limited amount of business in a few countries that have experienced corruption to some degree. Our policies require that all of our employees, subcontractors, vendors, and agents worldwide must comply with applicable anti-bribery laws. However, there is no assurance that our policies and procedures to ensure compliance with the FCPA, the Bribery Act, and similar anti-bribery laws, will eliminate the possibility of liability under such laws for actions taken by our employees, agents, and intermediaries. If we were found to be liable for violations under the FCPA, the Bribery Act, or similar anti-bribery laws, either due to our own acts or omissions or due to the acts or omissions of others, we could incur substantial legal expenses and suffer civil and criminal penalties or other sanctions, which could have a material adverse effect on our business, financial condition, and results of operations, as well as our reputation. In addition, whether or not such expenses, penalties, or sanctions are actually incurred, the actual or alleged violation of the FCPA, the Bribery Act, or any similar anti-bribery laws could have a negative impact on our reputation.

Opportunities within the government sector could lead to increased governmental rules and regulations applicable to us. As a government contractor, we are subject to a number of procurement rules and other regulations, any deemed violation of which could lead to fines or penalties or a loss of business. Government agencies routinely audit and investigate government contractors. Government agencies may review a contractor's performance under its contracts, cost structure, and compliance with applicable laws, regulations, and standards. If government agencies determine through these audits or reviews that costs are improperly allocated to specific contracts, they will not reimburse the contractor for those costs or may require the contractor to refund previously reimbursed costs. If government agencies determine that we are engaged in improper activity, we may be subject to civil and criminal penalties and debarment or suspension from doing business with the government. Government contracts are also subject to renegotiation of terms by the government, termination by the government prior to the expiration of the term, and non-renewal by the government.

Human Capital and Labor Risk Factors

The departure of key personnel could disrupt our business. We depend on the continued efforts of our senior management. The loss of key personnel, including a temporary loss as a result of illness, or the inability to hire and retain qualified executives, could negatively impact our ability to manage our business.

We may be unable to attract and retain skilled employees. Our ability to grow and maintain productivity and profitability will be limited by our ability to employ, train, and retain skilled personnel necessary to meet our requirements. We are dependent upon a workforce of approximately 34,000 employees, including our project managers and field supervisors who are responsible for managing our projects, and there can be no assurance that any individual will continue in his or her capacity for any particular period of time. The loss of such qualified employees could have an adverse effect on our business. We cannot be certain that we will be able to maintain an adequate skilled labor force necessary to operate efficiently and to support our business strategy or that labor expenses will not increase as a result of a shortage in the supply of these skilled personnel. The availability and costs to adequately train and maintain a skilled labor force could be impacted by factors we cannot control, including changes in the unemployment rate, prevailing wage rates, benefit costs, the COVID-19 pandemic, and competition for labor from our competitors in the markets we serve. Labor shortages or increased labor costs could impair our ability to provide services to our customers, maintain our business, or grow our revenues.

Our unionized workforce could adversely affect our operations; our participation in many multiemployer pension plans could result in substantial liabilities being incurred. As of December 31, 2021, approximately 60% of our employees were covered by collective bargaining agreements. Although the majority of these agreements prohibit strikes and work stoppages, we cannot be certain that strikes or work stoppages will not occur in the future. However, only two of our collective bargaining agreements are national or regional in scope, and not all of our collective bargaining agreements expire at the same time. Strikes or work stoppages likely would adversely impact our relationships with our customers and could have a material adverse effect on our financial position, results of operations, and cash flows. We contribute to approximately 200 multiemployer pension plans. Under the Employee Retirement Income Security Act, we may become liable for our proportionate share of a multiemployer pension plan's underfunding if we cease to contribute to that pension plan or significantly reduce the employees in respect of which we make contributions to that pension plan. Our potential liability for unfunded liabilities could be material. See Note 14 - Retirement Plans of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for additional information regarding multiemployer pension plans.

Risk Factors Related to the Ownership of our Common Stock

Certain provisions of our corporate governance documents could make an acquisition of us, or a substantial interest in us, more difficult. The following provisions of our certificate of incorporation and by-laws, as currently in effect, as well as Delaware law, could discourage potential proposals to acquire us, delay or prevent a change in control of us, or limit the price that investors may be willing to pay in the future for shares of our common stock:

- our certificate of incorporation permits our board of directors to issue "blank check" preferred stock and to adopt amendments to our by-laws;
- our by-laws contain restrictions regarding the right of our stockholders to nominate directors and to submit proposals to be considered at stockholder meetings;
- our certificate of incorporation and by-laws limit the right of our stockholders to call a special meeting of stockholders and to act by written consent; and
- we are subject to provisions of Delaware law, which prohibit us from engaging in any of a broad range of business transactions with an "interested stockholder" for a period of three years following the date such stockholder becomes classified as an interested stockholder.

Climate Change Related Risk Factors

Climate change and related environmental issues could have a material adverse impact on our business, financial condition, and results of operations. Climate change related events, such as increased frequency and severity of storms, floods, wildfires, droughts, hurricanes, freezing conditions, and other natural disasters, may have an adverse impact on our business, financial condition, and results of operation. While we have invested in programs to mitigate the risk that these events disrupt our ability to serve our customers, these events pose inherent risks regardless of where or how we conduct our business. For example, severe weather or a catastrophic natural disaster could negatively impact our and our customers' offices, facilities, or job sites. Access to clean water and reliable energy where we conduct our business is also critical to our operations. Accordingly, severe weather events or natural disasters have the potential to disrupt our and our customers' businesses and may cause us to experience work stoppages, project delays or cancellations, financial losses, and additional costs to resume operations, in addition to potential adverse impacts on the health and safety of our workforce and their ability to work or travel. Further, climate change poses direct physical risks to infrastructure across the industry sectors we serve, both as a result of chronic environmental changes, such as rising sea levels and temperatures, as well as acute events, such as hurricanes, droughts, and wildfires. These impacts and the costs to address them could result in fewer resources for strategic investment by our customers, which could result in a decrease in demand for certain of our services. Any of these events could have a material adverse impact on our business, financial condition, and results of operations.

We may be affected by market or regulatory responses to climate change. Growing public concern about climate change has resulted in the increased focus of local, state, regional, national, and international regulatory bodies on greenhouse gas ("GHG") emissions and climate change issues. Legislation to regulate GHG emissions has periodically been introduced in the U.S. Congress, and there has been a wide-ranging policy debate, both in the United States and internationally, regarding the impact of these gases and possible means for their regulation. The Biden Administration has made climate change and the limitation of GHG emissions one of its primary objectives, including a renewed commitment to the Paris Agreement and a Nationally Determined Contribution under such agreement that aims to reduce U.S. emissions by 50-52%, compared to a 2005 baseline, by 2030. Several states and geographic regions in the United States have also adopted legislation and regulations to reduce emissions of GHGs. Additional legislation or regulation by these states and regions, the federal government, and/or any international agreements to which the United States may become a party, that control or limit GHG emissions, or otherwise seek to address climate change, could result in increased compliance costs for us and our clients or have other impacts on our clients, including those who are involved in the exploration, production, or refining of fossil fuels, or who emit greenhouse gases through the combustion of fossil fuels, or through the mining, manufacture, utilization, or production of materials or goods. Such policy changes could increase the costs of projects for our clients or, in some cases, prevent a project from going forward, thereby potentially reducing the need for certain of our services, which could in turn have a material adverse effect on our business, financial condition, and results of operations. However, policy changes and climate legislation could also increase the overall demand for our services as our clients and partners work to comply with these policies, such as by decarbonizing their industries, transitioning from fossil fuels to renewable energy sources, reducing their energy consumption, and developing integrated and sustainable solutions, all of which could have a positive impact on our business. We cannot predict with certainty what the effect of such regulation may be on us or our customers.

We may be unable to achieve our current or future climate commitments and targets, or we may incur substantial costs in meeting such targets. To help mitigate the impacts of GHG emissions on climate change, EMCOR has established initial carbon-based fuel consumption and GHG emission reduction targets. However, achievement of such targets, or similar targets that may be established in the future, is subject to risks and uncertainties, many of which are outside of our control. These risks and uncertainties include, but are not limited to: (a) our ability to execute our operational strategies and achieve our goals within the currently projected costs and the expected timeframes; (b) the availability and cost of alternative fuels, electrical charging infrastructure, off-site renewable energy, and other materials and components; (c) unforeseen design, operational, and technological difficulties; (d) the outcome of research efforts and future technology developments, including the availability of alternate or more fuel efficient vehicles for our fleet, including hybrid or electric vehicles; (e) regulations and requirements that restrict or prohibit our ability to impose requirements on third party contractors; (f) an acquisition of or merger with another company that has not adopted similar targets and goals or whose progress towards reaching its goals is not as advanced as ours; and (g) the pace of recovery from the COVID-19 pandemic, which could result in fluctuations in our fuel consumption and GHG emissions in a given period. In addition, we could be required to expend amounts in future periods as we continue to work towards achieving our targets, which may have a material effect on our business, financial condition, results of operations, or liquidity.

General Risk Factors

Public health emergencies, epidemics, or pandemics, including the COVID-19 pandemic, impact our business. The impact of the global spread of COVID-19, and the responses of governments, businesses, and individuals to combat it, have caused significant volatility, uncertainty, and economic disruption, which has and may continue to adversely impact our operations and those of our customers. Government authorities in the United States and United Kingdom have at various times recommended or imposed certain social distancing, quarantine, and isolation measures to varying degrees, with many such measures impacting large portions of the population. These measures have included limitations on travel and mandatory cessation of certain business activities, some of which have been relaxed or adjusted and others of which remain in effect. Both the outbreak and the containment and mitigation measures resulted in serious adverse impacts on the economy, some of which are ongoing, and both the severity and duration of those impacts and the extent and pace of economic recovery continue to remain uncertain.

Our workforce and ongoing operations have been, are, and may continue to be impacted by the COVID-19 pandemic. For example, we have experienced disruptions that have impacted our ability to perform our work. Such impacts include, but are not limited to, access restrictions and temporary job site shutdowns, reduced labor efficiency resulting from adherence to physical distancing, quarantine, and isolation requirements due to illness or exposure to an infected person, and other enhanced safety protocols mandated at the majority of our worksite locations, and the deferral of maintenance and service projects by our customers. The extent to which the COVID-19 pandemic will continue to impact our business and results of operations remains highly uncertain and will be affected by a number of factors. These include the duration and extent of the pandemic; the potential for additional variants of the virus that are more virulent, contagious, or against which current vaccines are less effective; the duration and extent of containment and mitigation measures that continue to be imposed or recommended; the widespread adoption and long-term efficacy of vaccines and the availability and efficacy of other treatments; the cost and/or disruption of testing that may be required of our employees either by customer requirements or government mandates; the continued impact of the pandemic on economic activity, including on planning and funding for construction projects and our customers' demand for our services; supply chain disruptions or commodity price volatility that could impact our and our vendors' ability to source the supplies and materials needed to operate our business; our ability to effectively operate, including as a result of travel restrictions and mandatory business and facility closures; the ability of our customers to pay us for services rendered; any further closures of our and our customers' offices and facilities; and any additional project delays or shutdowns. Customers may also continue to delay decision-making, delay planned work, or seek to terminate existing agreements. Any of these events could have a material adverse effect on our business, financial condition, results of operations, and/or stock price.

While the emergency temporary standard requiring employers with 100 or more employees to ensure their workforce is fully vaccinated or to require unvaccinated workers to produce a negative test result on at least a weekly basis (the “ETS”) has been withdrawn by the Occupational Safety and Health Administration (“OSHA”), and Executive Order 14042 mandating vaccination for all federal contractors and subcontractors is currently stayed by the courts, it is unclear whether OSHA or another federal agency will mandate vaccination and/or testing. Costs related to any mandatory testing, including both the costs of tests and the costs to compensate employees for the time to undergo such testing, will likely represent a substantial expense to the Company, which could have a material adverse effect on our business, financial condition, and/or results of operations to the extent that a significant portion of our workforce does not choose to become vaccinated.

On January 10, 2022, the Biden Administration announced that it would require insurance companies and group health plans to cover the cost of at-home COVID-19 tests. As we are self-insured for employee-related healthcare claims, this new requirement could result in an additional expense for the Company. It is not possible at this time to determine the impact of this new requirement or whether it could have a material adverse effect on our financial condition and/or results of operations.

Additionally, as many of our employees periodically access our systems remotely, in part as a result of the COVID-19 pandemic and the potential business or facility closures or reduced or staggered in-person attendance, we may be subject to heightened security risks, including the risks of cyber-attacks. Further, if any of our key personnel are unable to perform their duties for a period of time, including as a result of illness, our results of operations could be adversely affected.

Our business, financial condition, results of operations, and/or stock price could also be adversely affected in the future by the effects of another epidemic or pandemic, or otherwise by the spread of contagious diseases other than COVID-19. Such effects could be similar to those of the COVID-19 pandemic or could impact our business in different ways, including supply-chain disruptions, restrictions on our ability to provide services in the regions affected, adverse impacts on our workforce, and impacts to the U.S. or global economy or financial markets generally.

Terrorist attacks and other catastrophic events could disrupt our operations and services. Acts of terrorism and other catastrophic events, and the actions taken by the United States and/or other governments or actors in response to such events, may result in property damage, supply disruption, or economic dislocations throughout the country. Although it is not possible to predict such events or their consequences, these events could increase the volatility of our financial results due to decreased demand and unforeseen costs, with partial or no corresponding compensation from clients.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

We own a limited number of facilities; however, the majority of our operations are conducted at leased properties, which are located throughout the United States and United Kingdom. These properties consist of offices, warehouses, fabrication shops, and maintenance and cleaning facilities. We do not consider any one of these locations to be material to our operations. We believe that our facilities are well maintained, in good operating condition, and suitable for the purposes for which they are used.

See Note 16 - Leases of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for additional information regarding our leases. We utilize substantially all of our leased or owned facilities and believe there will be no difficulty either in negotiating the renewal of such leases as they expire or in finding alternative space, if necessary.

ITEM 3. LEGAL PROCEEDINGS

We are involved in several legal proceedings in which damages and claims have been asserted against us. We believe that we have a number of valid defenses to such proceedings and claims and intend to vigorously defend ourselves. We do not believe that any such matters will have a material adverse effect on our financial position, results of operations, or liquidity. We record a loss contingency if the potential loss from a proceeding or claim is considered probable and the amount can be reasonably estimated or a range of loss can be determined. We provide disclosure when it is reasonably possible that a loss will be incurred in excess of any recorded provision. Significant judgment is required in these determinations. As additional information becomes available, we reassess prior determinations and may change our estimates. Additional claims may be asserted against us in the future. Litigation is subject to many uncertainties, and the outcome of litigation is not predictable with assurance. It is possible that a litigation matter for which liabilities have not been recorded could be decided unfavorably to us, and that any such unfavorable decision could have a material adverse effect on our financial position, results of operations, or liquidity.

ITEM 4. MINE SAFETY DISCLOSURES

Information concerning mine safety violations or other regulatory matters required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K (17 CFR 229.104) is included in Exhibit 95.1 to this Form 10-K.

EXECUTIVE OFFICERS OF THE REGISTRANT

Anthony J. Guzzi, Age 57; President since October 2004, Chief Executive Officer since January 2011 and Chairman of the Board since June 2018. From October 2004 to January 2011, Mr. Guzzi served as Chief Operating Officer of the Company. From August 2001 until he joined the Company, Mr. Guzzi was President of the North American Distribution and Aftermarket Division of Carrier Corporation ("Carrier"). Carrier is a manufacturer and distributor of commercial and residential HVAC and refrigeration systems and equipment and a provider of aftermarket services and components of its own products and those of other manufacturers in both the HVAC and refrigeration industries.

Mark A. Pompa, Age 57; Executive Vice President and Chief Financial Officer of the Company since April 2006 and Treasurer of the Company from October 2019 to June 2020. From June 2003 to April 2006, Mr. Pompa was Senior Vice President-Chief Accounting Officer of the Company, and from June 2003 to January 2007, Mr. Pompa also served as Treasurer of the Company. From September 1994 to June 2003, Mr. Pompa was Vice President and Controller of the Company.

R. Kevin Matz, Age 63; Executive Vice President-Shared Services of the Company since December 2007 and Senior Vice President-Shared Services from June 2003 to December 2007. From April 1996 to June 2003, Mr. Matz served as Vice President and Treasurer of the Company and Staff Vice President-Financial Services of the Company from March 1993 to April 1996.

Maxine L. Mauricio, Age 50; General Counsel and Secretary of the Company since January 2016 and Executive Vice President since February 2021. Ms. Mauricio was a Senior Vice President of the Company from January 2016 to February 2021. From January 2012 to December 2015, Ms. Mauricio was Vice President and Deputy General Counsel of the Company, and from May 2002 to December 2011, she served as Assistant General Counsel of the Company. Prior to joining the Company, Ms. Mauricio was an associate at Ropes & Gray LLP.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information. Our common stock trades on the New York Stock Exchange under the symbol "EME."

Holders. As of February 18, 2022, there were approximately 480 stockholders of record.

Dividends. We have paid quarterly dividends since October 25, 2011. We expect that such quarterly dividends will be paid for the foreseeable future. Prior to October 25, 2011, no cash dividends had been paid on the Company's common stock. We currently pay a regular quarterly dividend of $0.13 per share. Our 2020 Credit Agreement places limitations on the payment of dividends on our common stock. However, we do not believe that the terms of such agreement currently materially limit our ability to pay a quarterly dividend of $0.13 per share for the foreseeable future. See Note 9 - Debt of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information regarding our 2020 Credit Agreement.

Purchase of Equity Securities by the Issuer and Affiliated Purchasers

The following table summarizes repurchases of our common stock made by us during the quarter ended December 31, 2021:

Period	Total Number of Shares Purchased (1) (2)	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares That May Yet be Purchased Under the Plan or Programs
October 1, 2021 to October 31, 2021	13,800	$114.95	13,800	$361,120,633
November 1, 2021 to November 30, 2021	47,466	$120.06	47,466	$355,421,942
December 1, 2021 to December 31, 2021	41,607	$120.49	41,607	$350,408,840
Total	102,873	$119.55	102,873	

(1) In September 2011, our Board of Directors (the "Board") authorized a share repurchase program allowing us to begin repurchasing shares of our outstanding common stock. Subsequently, the Board has from time to time increased the amount of our common stock that we may repurchase under such program. Since the inception of the repurchase program, the Board has authorized us to repurchase up to $1.45 billion of our outstanding common stock. As of December 31, 2021, there remained authorization for us to repurchase approximately $350.4 million of our shares. No shares have been repurchased by us since the program was announced other than pursuant to such program. Refer to Note 12 - Common Stock of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information regarding our share repurchase program.

(2) Excludes 1,518 shares surrendered to the Company by participants in our share-based compensation plans to satisfy minimum tax withholdings for common stock issued under such plans.

ITEM 6. [RESERVED]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Business Description

We are one of the largest specialty contractors in the United States and a leading provider of electrical and mechanical construction and facilities services, building services, and industrial services. Our services are provided to a broad range of commercial, industrial, utility, and institutional customers through approximately 90 operating subsidiaries. Such operating subsidiaries are organized into the following reportable segments:

- United States electrical construction and facilities services;
- United States mechanical construction and facilities services;
- United States building services;
- United States industrial services; and
- United Kingdom building services.

For a more complete description of our operations, refer to Item 1. Business.

Our reportable segments reflect certain reclassifications of prior year amounts from our United States electrical construction and facilities services segment to our United States industrial services and our United States building services segments due to changes in our internal reporting structure aimed at realigning our service offerings. Consequently, we have included and updated the year-over-year discussion and analysis of results of operations for 2020 compared to 2019 to reflect these changes.

COVID-19 and Market Update

As a result of the COVID-19 pandemic, we experienced significant disruptions throughout calendar year 2020, which impacted our ability to execute on our remaining performance obligations in many of the markets in which we operate. The economic and operational impact of the pandemic, which were most acute during the second quarter of 2020, negatively affected our results of operations during such period and continued to impact portions of our business in 2021. However, our strong balance sheet and operational flexibility have allowed us to manage through the ongoing impacts of the pandemic while protecting our cash flow and liquidity.

Although the majority of our businesses have largely recovered from the financial impacts of the COVID-19 pandemic experienced in 2020, as evidenced by our consolidated performance and the growth in our remaining performance obligations, our United States industrial services segment continues to be negatively impacted by the lingering effects of the pandemic. The prolonged impacts of lower demand and the overall lagging recovery of the oil and gas market have resulted in customers of this segment canceling or deferring regularly scheduled maintenance projects, reducing capital spending, implementing various cost cutting measures, and closing certain of their facilities. Such customer actions continue to impact the demand for our service offerings within this segment.

We continue to monitor the short- and long-term impacts of the pandemic. While our employees and customers have adapted to a new work environment and there continues to be scientific, societal, and economic progress to address the effects of COVID-19, including the widespread availability of effective vaccines in the markets we serve, there remains significant uncertainty about the future impacts of the pandemic, or any resulting market disruption or volatility, including the potential effects on our operations. We continue to be cautiously optimistic about the markets in which we operate and the customers we serve; however, should there be a slowdown in economic activity due to surges in the number of cases, or an increase in variants of the virus that are more virulent, contagious, or against which current vaccines are less effective, it is possible that projects could be delayed or canceled or that we could experience access restrictions to our customers' facilities, preventing us from performing maintenance and service projects. The extent to which our business and results of operations are impacted in future periods will also depend upon a number of other factors. These include the duration and extent of the pandemic; limitations on the ability of our employees to perform their work due to illness caused by the pandemic or local, state, or federal orders requiring employees to quarantine; the cost and/or disruption of testing that may be required of our employees either by customer requirements or government mandates; the extent, duration, and effective execution of government stabilization and recovery efforts; the widespread adoption and long-term efficacy of vaccines and the availability and efficacy of other treatments; our customers' demand for our services; our ability to continue to safely and effectively operate in this environment; and the ability of our customers to pay us for services rendered.

While the emergency temporary standard requiring employers with 100 or more employees to ensure their workforce is fully vaccinated or to require unvaccinated workers to produce a negative test result on at least a weekly basis (the “ETS”) has been withdrawn by the Occupational Safety and Health Administration (“OSHA”), and Executive Order 14042 mandating vaccination for all federal contractors and subcontractors is currently stayed by the courts, it is unclear whether OSHA or another federal agency will mandate vaccination and/or testing. Costs related to any mandatory testing, including both the costs of tests and the costs to compensate employees for the time to undergo such testing, will likely represent a substantial expense to the Company, which could have a material adverse effect on our business, financial condition, and/or results of operations to the extent that a significant portion of our workforce does not choose to become vaccinated.

On January 10, 2022, the Biden Administration announced that it would require insurance companies and group health plans to cover the cost of at-home COVID-19 tests. As we are self-insured for employee-related healthcare claims, this new requirement could result in an additional expense for the Company. It is not possible at this time to determine the impact of this new requirement or whether it could have a material adverse effect on our financial condition and/or results of operations.

Supply chain disruptions, material shortages, or escalating commodity prices have and may continue to negatively impact our business. For example, we have experienced lead times significantly in excess of normal levels and have seen the effects of inflation through increases in commodity and material prices. Despite these challenges, to date, we have been able to manage our business through enhanced labor planning and project scheduling, increased pricing to the extent contractually permitted, and by leveraging our relationships with our suppliers and customers, resulting in only modest disruptions to our project and service work within the majority of our reportable segments. However, the impact of the COVID-19 pandemic on our vendors and the pricing and availability of materials or supplies utilized in our operations continues to evolve and may have an adverse impact on our operations in future periods. While we believe our remaining performance obligations are firm, customers may also slow decision-making, delay planned work, or seek to terminate existing agreements. Any of these events could have a material adverse effect on our business, financial condition, and/or results of operations.

2021 versus 2020

Overview

The following table presents selected financial data for the fiscal years ended December 31, 2021 and 2020 (in thousands, except percentages and per share data):

	2021	2020
Revenues	$9,903,580	$8,797,061
Revenues increase (decrease) from prior year	12.6 %	(4.1)%
Gross profit	$1,501,737	$1,395,382
Gross profit as a percentage of revenues	15.2 %	15.9 %
Impairment loss on goodwill, identifiable intangible assets, and other long-lived assets	$ —	$ 232,750
Operating income	$ 530,800	$ 256,834
Operating income as a percentage of revenues	5.4 %	2.9 %
Net income attributable to EMCOR Group, Inc.	$ 383,532	$ 132,943
Diluted earnings per common share	$ 7.06	$ 2.40

Revenues of $9.90 billion for the year ended December 31, 2021 set a new annual record for the Company and represent an increase of 12.6% from revenues of $8.80 billion for the year ended December 31, 2020. As described in further detail below, we experienced revenue growth within all of our reportable segments.

Operating income for 2021 was $530.8 million, or 5.4% of revenues, compared to operating income of $256.8 million, or 2.9% of revenues, in 2020. Our operating results for the year ended December 31, 2020 included $232.8 million of non-cash impairment charges, which negatively impacted the Company’s operating margin for 2020 by approximately 270 basis points. Excluding the impact of such impairment charges on our 2020 results, operating income increased by $41.2 million for the year ended December 31, 2021, as a result of increased operating income contribution from all of our reportable segments, except for our United States industrial services segment, which continues to be impacted by the effect of adverse market conditions on the demand for its service offerings, as described in further detail below.

Net income of $383.5 million, or $7.06 per diluted share, for the year ended December 31, 2021, compares favorably to net income of $132.9 million, or $2.40 per diluted share, for the year ended December 31, 2020. While such increases were largely attributable to the growth in operating income referenced above, net income and diluted earnings per common share for the year ended December 31, 2021 also benefited from a more normalized income tax rate, as our tax rate in the prior year was negatively impacted by the non-cash impairment charges recorded in 2020, the majority of which were non-deductible for tax purposes. Our diluted earnings per share for 2021 additionally benefited from a reduced weighted average share count given the impact of common stock repurchases made by us throughout 2020 and 2021.

Impact of Acquisitions

In order to provide a more meaningful period-over-period discussion of our operating results, we may discuss amounts generated or incurred (revenues, gross profit, selling, general and administrative expenses and operating income) from companies acquired. The amounts discussed reflect the acquired companies' operating results in the current reported period only for the time period these entities were not owned by EMCOR in the comparable prior reported period.

We acquired eight companies in 2021 for total consideration of $131.2 million. Such acquisitions include: (a) two companies, the results of operations of which were de minimis, included within our United States mechanical construction and facilities services segment, consisting of: (i) a company that provides mechanical services within the Southern region of the United States and (ii) a company that provides fire protection services in the Midwestern region of the United States, (b) two companies that provide electrical construction services for a broad array of customers in the Midwestern region of the United States, the results of operations of which have been included in our United States electrical construction and facilities services segment, and (c) four companies included within our United States building services segment, consisting of: (i) a company that provides mobile mechanical services across North Texas and (ii) three companies, the results of operations of which were de minimis, that bolster our presence in geographies where we have existing operations and provide either mobile mechanical services or building automation and controls solutions.

We acquired three companies in 2020 for total consideration of $50.3 million. Such acquisitions include: (a) a company that provides building automation and controls solutions within the Northeastern region of the United States, (b) a full service provider of mechanical services within the Washington, D.C. metro area, and (c) a company, the results of operations of which were de minimis, that provides mobile mechanical services in the Southern region of the United States. The results of operations for all three companies have been included within our United States building services segment.

Companies acquired in 2021 and 2020 generated incremental revenues of $196.3 million and incremental operating income of $4.0 million, inclusive of $11.5 million of amortization expense associated with identifiable intangible assets, for the year ended December 31, 2021.

Discussion and Analysis of Results of Operations

Revenues

The following table presents our revenues for each of our operating segments and the approximate percentages that each segment's revenues were of total revenues for the years ended December 31, 2021 and 2020 (in thousands, except for percentages):

	2021	% of Total	2020	% of Total
Revenues from unrelated entities:				
United States electrical construction and facilities services	$ 2,015,466	20 %	$ 1,806,092	20 %
United States mechanical construction and facilities services	3,922,864	40 %	3,485,495	40 %
United States building services	2,468,892	25 %	2,134,016	24 %
United States industrial services	986,407	10 %	940,895	11 %
Total United States operations	9,393,629	95 %	8,366,498	95 %
United Kingdom building services	509,951	5 %	430,563	5 %
Total operations	$ 9,903,580	100 %	$ 8,797,061	100 %

As described in more detail below, revenues for the year ended December 31, 2021 increased to $9.90 billion compared to $8.80 billion for the year ended December 31, 2020. The increase in revenues for the year ended December 31, 2021 was attributable to revenue growth within all of our reportable segments. Companies acquired in 2021 and 2020 generated incremental revenues of $196.3 million in 2021.

Revenues of our United States electrical construction and facilities services segment were $2,015.5 million for the year ended December 31, 2021 compared to revenues of $1,806.1 million for the year ended December 31, 2020. Excluding the impact of acquisitions, the increase in revenues of this segment for the year ended December 31, 2021 was primarily attributable to: (a) a resumption of project activity within certain major metropolitan areas, where work was previously postponed due to access restrictions caused by the various containment and mitigation measures mandated in the prior year by certain of our customers and/or governmental authorities in response to the COVID-19 pandemic, leading to: (i) an increase in commercial market sector revenues and (ii) greater short-duration project volumes in the current year, (b) an increase in public works projects in the Western region of the United States, resulting in greater revenue contribution from the institutional market sector, (c) revenue growth within the healthcare market sector, due to greater construction project activity in the Northeastern region of the United

States, and (d) an increase in telecommunication project activity within the commercial market sector. The results of this segment for the year ended December 31, 2021 included $93.1 million of incremental revenues generated by companies acquired in 2021. The revenue increases referenced above were partially offset by a reduction in revenues within the manufacturing and transportation market sectors due to the completion or substantial completion of certain projects in the Northeastern and Western regions of the United States.

Our United States mechanical construction and facilities services segment revenues for the year ended December 31, 2021 were $3,922.9 million, a $437.4 million increase compared to revenues of $3,485.5 million for the year ended December 31, 2020. The increase in this segment's revenues for the year ended December 31, 2021 was attributable to revenue growth within the majority of the market sectors in which we operate, including: (a) the commercial market sector, driven by: (i) the continued build-out of our customers' e-commerce supply chains, which has resulted in increased demand for our fire protection services within their warehousing and distribution facilities, (ii) continued growth in digital processing, cloud computing, and data storage, which has resulted in an increase in telecommunication construction project opportunities, and (iii) increased demand for our mechanical construction services by customers within the biotech, life-sciences, and pharmaceutical industries, as well as certain customers engaged in the production and development of electric vehicles and/or lithium batteries, (b) the healthcare market sector, due to increased mechanical system retrofits and installations as our healthcare customers seek to upgrade their existing facilities or build new facilities, (c) the manufacturing market sector, inclusive of certain large food processing projects, which began to accelerate during the second half of 2021, and (d) the water and wastewater market sector, given increased project activity within the Southern region of the United States. These increases were partially offset by the completion or substantial completion of certain projects within the institutional market sector, which resulted in a reduction of revenues within such sector during 2021.

Revenues of our United States building services segment were $2,468.9 million and $2,134.0 million for the years ended December 31, 2021 and 2020, respectively. Excluding incremental acquisition revenues within this segment's mobile mechanical services division of $103.2 million, this segment's revenue growth for the year ended December 31, 2021 was primarily attributable to: (a) greater project, service repair and maintenance, and building automation and controls activities within our mobile mechanical services operations, as well as an increase in project volume within our commercial site-based services operations, in both cases, partially as a result of a resumption in demand for certain of our service offerings when compared to the prior year, which was negatively impacted by the COVID-19 pandemic given the temporary closure of certain customer facilities, (b) a net increase in facilities maintenance contract revenues, partially as a result of new contract awards, (c) increased customer demand, stemming in part from the COVID-19 pandemic, for certain services aimed at either: (i) improving the indoor air quality or (ii) enhancing the cleaning protocols within their facilities, and (d) an increase in snow removal activity year-over-year within our commercial site-based services division.

Revenues of our United States industrial services segment for the year ended December 31, 2021 were $986.4 million, a $45.5 million increase compared to revenues of $940.9 million for the year ended December 31, 2020. The increase in this segment's revenues for the year ended December 31, 2021 was attributable to greater revenues from both our field services and shop services operations during the second half of 2021, when compared to the same prior year period. While this segment's revenues throughout the majority of both 2021 and 2020 were negatively impacted by the adverse market conditions within the oil and gas and related industrial markets, the impact on the demand for its service offerings was most severe during the second half of 2020, resulting in a favorable comparison in the current year. Although the demand for oil and other refined products has not returned to pre-pandemic levels, the oil and gas industry continues to recover and we remain cautiously optimistic that the demand for our traditional industrial services will continue to improve in future periods. Revenues of this segment for the year ended December 31, 2021 additionally benefited from the completion of a 200-megawatt solar project by certain subsidiaries of this segment during 2021.

Our United Kingdom building services segment revenues were $510.0 million in 2021 compared to $430.6 million in 2020. The increase in this segment's revenues for the year ended December 31, 2021 was primarily a result of growth in project activities with existing customers, primarily within the commercial and water and wastewater market sectors, partially as a result of a resumption in demand as customers began to release projects which were previously deferred due to the uncertainty created by the COVID-19 pandemic. Similar to our United States building services segment, this segment additionally experienced increased revenues resulting from greater demand for services aimed at enhancing the cleaning protocols within its customers' facilities in response to COVID-19. This segment's revenues for the year ended December 31, 2021 were positively impacted by $34.6 million related to the effect of favorable exchange rates for the British pound versus the United States dollar.

Cost of sales and gross profit

The following table presents cost of sales, gross profit (revenues less cost of sales), and gross profit margin (gross profit as a percentage of revenues) for the years ended December 31, 2021 and 2020 (in thousands, except for percentages):

	2021	2020
Cost of sales	$8,401,843	$7,401,679
Gross profit	$1,501,737	$1,395,382
Gross profit margin	15.2 %	15.9 %

Our gross profit for the year ended December 31, 2021 was $1,501.7 million, a $106.4 million increase compared to gross profit of $1,395.4 million for the year ended December 31, 2020. The increase in gross profit for the year ended December 31, 2021 was predominately a result of increased gross profit contribution from our United States construction segments and our United States building services segment given greater revenue volume during 2021. In addition, we experienced an increase in gross profit within our United Kingdom building services segment due, in part, to both increased revenue and gross profit margin expansion when compared to 2020.

Our gross profit margin was 15.2% and 15.9% for 2021 and 2020, respectively. The decrease in gross profit margin for the year ended December 31, 2021 was predominantly attributable to a reduction in gross profit margin within all of our reportable segments, except for our United Kingdom building services segment. Refer to the operating income section below for further discussion regarding the operating performance of each of our reportable segments.

Selling, general and administrative expenses

The following table presents selling, general and administrative expenses and SG&A margin (selling, general and administrative expenses as a percentage of revenues) for the years ended December 31, 2021 and 2020 (in thousands, except for percentages):

	2021	2020
Selling, general and administrative expenses	$ 970,937	$ 903,584
SG&A margin	9.8 %	10.3 %

Our selling, general and administrative expenses for the year ended December 31, 2021 were $970.9 million compared to selling, general and administrative expenses of $903.6 million for the year ended December 31, 2020. For the year ended December 31, 2021, selling, general and administrative expenses included $19.2 million of incremental expenses directly related to companies acquired in 2021 and 2020, including amortization expense attributable to identifiable intangible assets of $4.3 million. Excluding incremental expenses from businesses acquired, our selling, general and administrative expenses increased by $48.2 million for the year ended December 31, 2021. Such organic increase in selling, general and administrative expenses was primarily attributable to an increase in: (a) employee benefit costs, driven by greater medical claim activity related in part to the COVID-19 pandemic, (b) incentive compensation expense, predominantly within our United States construction segments and our United States building services segment given greater operating income when compared to the prior year, (c) salaries, as a result of: (i) an increase in headcount to support our organic revenue growth in the current year and (ii) the favorable impact in the prior year of certain short-term cost cutting measures enacted in response to the COVID-19 pandemic, including temporary furloughs and salary reductions, (d) computer hardware and software costs as a result of various information technology and cybersecurity initiatives currently in process, and (e) the provision for credit losses, within our United States industrial services segment, which included $5.8 million of expense associated with two customer bankruptcies during 2021.

Selling, general and administrative expenses as a percentage of revenues were 9.8% and 10.3% for 2021 and 2020, respectively. The decrease in SG&A margin for the year ended December 31, 2021 was a result of an increase in revenues without a commensurate increase in overhead costs, as we were able to leverage our existing overhead cost structure.

Impairment loss on goodwill, identifiable intangible assets, and other long-lived assets

During the second quarter of 2020, we identified certain indicators of impairment resulting from the COVID-19 pandemic and its impact on the oil and gas and related industrial markets. These adverse conditions resulted in lower forecasted revenue and operating margin expectations for those of our businesses that are highly dependent on the strength of such markets, resulting in the recognition, during 2020, of impairment charges totaling $232.8 million within our United States industrial services segment.

Despite the weaker results of our United States industrial services segment for the year ended December 31, 2021, when compared to historical periods, we did not identify any indicators of impairment in the current year, as the operating performance of this segment remained materially consistent with our near term expectations and forecasts. Further, we performed our annual impairment assessment as of October 1, 2021 and determined that the fair value of the industrial reporting unit remained in excess of its carrying value. However, a further deterioration in this segment's operating performance, significant adverse changes to external market conditions or the assumptions utilized in our impairment tests, such as the weighted average cost of capital and our internal forecasts, if any, could result in the identification of future impairment indicators and potentially future goodwill impairment charges. It is not possible at this time to determine if any future impairment charge will result or, if it does, whether such charge would be material to our results of operations.

Operating income (loss)

The following table presents by segment our operating income (loss) and each segment's operating margin (operating income (loss) as a percentage of such segment's revenues) for the years ended December 31, 2021 and 2020 (in thousands, except for percentages):

	2021	% of Segment Revenues	2020	% of Segment Revenues
Operating income (loss):				
United States electrical construction and facilities services	$ 168,363	8.4 %	$ 161,810	9.0 %
United States mechanical construction and facilities services	319,112	8.1 %	292,536	8.4 %
United States building services	119,024	4.8 %	114,159	5.3 %
United States industrial services	(1,666)	(0.2)%	1,175	0.1 %
Total United States operations	604,833	6.4 %	569,680	6.8 %
United Kingdom building services	27,998	5.5 %	20,660	4.8 %
Corporate administration	(102,031)	—	(98,542)	—
Restructuring expenses	—	—	(2,214)	—
Impairment loss on goodwill, identifiable intangible assets, and other long-lived assets	—	—	(232,750)	—
Total operations	530,800	5.4 %	256,834	2.9 %
Other items:				
Net periodic pension (cost) income	3,625		2,980	
Interest expense	(6,071)		(9,009)	
Interest income	949		1,521	
Income before income taxes	$ 529,303		$ 252,326	

As described in more detail below, operating income was $530.8 million, or 5.4% of revenues, for the year ended December 31, 2021, compared to operating income of $256.8 million, or 2.9% of revenues, for the year ended December 31, 2020. Our operating results for 2020 included $232.8 million of non-cash impairment charges, which negatively impacted the Company's operating margin in 2020 by approximately 270 basis points. Excluding the impact of such impairment charges on our 2020 results, operating income increased by $41.2 million for the year ended December 31, 2021, as a result of increased operating income contribution from all of our reportable segments, except for our United States industrial services segment, which continues to be impacted by the effect of adverse market conditions on the demand for its service offerings. Companies acquired in 2021 and 2020, generated incremental operating income of $4.0 million, inclusive of $11.5 million of amortization expense associated with identifiable intangible assets, for the year ended December 31, 2021.

Operating income of our United States electrical construction and facilities services segment for the year ended December 31, 2021 was $168.4 million compared to operating income of $161.8 million for the year ended December 31, 2020. Companies acquired in 2021 contributed incremental operating income of $3.7 million, inclusive of $4.9 million of amortization expense associated with identifiable intangible assets. Excluding such acquisition contribution, operating income of this segment increased a modest $2.9 million for the year ended December 31, 2021. Gross profit gains from construction projects within the institutional and healthcare market sectors, primarily as a result of the revenue growth within these market sectors, as referenced above, were largely offset by gross profit declines within the transportation and manufacturing market sector, given the completion or close-out of certain projects in the prior year. Operating margins within this segment for the years ended December 31, 2021 and 2020 were 8.4% and 9.0%, respectively. The decrease in operating margin year-over-year was a result of a decline in this segment's gross profit margin during 2021, predominantly within: (a) the commercial market sector, partially due to a change in the composition of project work performed period-over-period, and (b) the transportation market sector as the results for the prior year benefited from the successful close-out of several large construction projects within the Northeastern region of the United States.

Our United States mechanical construction and facilities services segment's operating income for the year ended December 31, 2021 was $319.1 million, a $26.6 million increase compared to operating income of $292.5 million for the year ended December 31, 2020. The increase in operating income for 2021 was a result of an increase in gross profit from construction projects within the majority of the market sectors in which we operate, driven by increased revenue volume year-over-year. Operating margins within this segment for the years ended December 31, 2021 and 2020 were 8.1% and 8.4%, respectively. The 30 basis point reduction in this segment's operating margin in 2021 was primarily a result of a decrease in gross profit margin within the manufacturing market sector as: (a) the results for the prior year benefited from the favorable close-out of several projects and (b) the results for the current year include increased revenues from certain large food processing projects, for which we are acting as the construction manager and therefore carry lower than average gross profit margins. This decrease in gross profit margin was partially offset by a reduction in the ratio of selling, general and administrative expenses to revenues given an increase in segment revenues without a commensurate increase in overhead costs.

Operating income of our United States building services segment for the year ended December 31, 2021 was $119.0 million, or 4.8% of revenues, compared to operating income of $114.2 million, or 5.3% of revenues, for the year ended December 31, 2020. The increase in this segment's operating income for 2021 was primarily due to the resumption in demand for certain of our service offerings when compared to the prior year, which led to increased gross profit from project, service repair and maintenance, and building automation and controls activities within our mobile mechanical services operations, and project volumes within our commercial site-based services operations. In addition, gross profit for the year ended December 31, 2021 benefited from greater snow removal activity for our customers with whom we are contracted on a per snow event basis. Companies acquired in 2021 and 2020, which are included within this segment's mobile mechanical services division, generated incremental operating income of approximately $0.7 million, inclusive of $6.2 million of amortization expense associated with identifiable intangible assets, during 2021. The 50 basis point reduction in operating margin for the year ended December 31, 2021 was attributable to a decrease in gross profit margin, partially offset by a reduction in the ratio of selling, general and administrative expenses to revenues as this segment was able to effectively leverage its overhead cost structure during this period of revenue growth. The decline in gross profit margin resulted from a less favorable mix of work within this segment's mobile mechanical services division, including a greater number of fixed price capital projects, which traditionally have lower gross profit margins than the other service and repair offerings of this segment. Gross profit margin of this segment in 2021 was also negatively impacted by: (a) supply chain disruptions, including longer lead times for certain materials and equipment, which resulted in a greater amount of unabsorbed labor costs in instances where projects were delayed pending the receipt of materials, and (b) an escalation in fuel prices for its fleet of over 4,000 service vans, a portion of which we were unable to pass along to our customers.

Our United States industrial services segment reported an operating loss of $1.7 million for the year ended December 31, 2021 compared to operating income of $1.2 million for the year ended December 31, 2020. Operating margin of this segment was (0.2)% and 0.1% for 2021 and 2020, respectively. Despite the increase in annual revenues compared to full year 2020, this segment's operating results continue to be negatively impacted by the adverse macroeconomic conditions within the oil and gas industry. For example, pricing pressure from the customers of this segment has resulted in a lower margin portfolio of work, and therefore a decrease in gross profit when compared to the prior year, within both our field services and shop services operations. In addition to the effect of lower gross profit, operating income of this segment was negatively impacted by an increase in the provision for credit losses, which included approximately $5.8 million of expense associated with two customer bankruptcies during 2021, which resulted in a 60 basis point reduction to this segment's operating margin.

Our United Kingdom building services segment operating income for the year ended December 31, 2021 was $28.0 million, or 5.5% of revenues, which compares favorably to operating income of $20.7 million, or 4.8% of revenues, for the year ended December 31, 2020. The increase in this segment's operating income and operating margin for 2021 was primarily a result of an increase in gross profit and gross profit margin from projects within the commercial market sector, partially offset by an increase in selling, general and administrative expenses to support the segment's revenue growth. In addition, this segment's operating income and operating margin for the year ended December 31, 2021 benefited from successful contract close-outs during 2021. This segment's operating income was positively impacted by $2.1 million during 2021 related to the effect of favorable exchange rates for the British pound versus the United States dollar.

Our corporate administration expenses were $102.0 million for 2021 compared to $98.5 million in 2020. The increase in corporate administration expenses for the year ended December 31, 2021 was primarily due to: (a) an increase in employment costs, such as: (i) long-term incentive compensation expense given higher projected future operating results, as our expectations during 2020 were negatively impacted by the uncertainty created by the COVID-19 pandemic, and (ii) salaries, inclusive of certain non-recurring severance expenses associated with the continued realignment of our back office functions, and (b) a net increase in computer hardware, software, and consulting costs, as a result of various information technology and cybersecurity initiatives currently in process.

Other items

Interest expense was $6.1 million and $9.0 million for 2021 and 2020, respectively, and interest income was $0.9 million and $1.5 million for 2021 and 2020, respectively. The decrease in both interest expense and interest income for 2021 resulted from lower interest rates when compared to 2020. In addition, the decrease in interest expense was partially attributable to reduced average outstanding borrowings year-over-year.

Our income tax provision for the year ended December 31, 2021 was $145.6 million, based on an income tax rate of 27.5%, compared to an income tax provision and an income tax rate of $119.4 million and 47.3%, respectively, for the year ended December 31, 2020. Our income tax rate, and resulting income tax provision, for the year ended December 31, 2020 were impacted by the tax effect of the $232.8 million of non-cash goodwill, identifiable intangible asset, and other long-lived asset impairment charges recorded during 2020, the majority of which was non-deductible for tax purposes.

Remaining Unsatisfied Performance Obligations

The following table presents the transaction price allocated to remaining unsatisfied performance obligations ("remaining performance obligations") for each of our reportable segments and their respective percentage of total remaining performance obligations (in thousands, except for percentages):

	December 31, 2021	% of Total	December 31, 2020	% of Total
Remaining performance obligations:				
United States electrical construction and facilities services	$ 1,210,568	22 %	$ 1,055,089	23 %
United States mechanical construction and facilities services	3,320,359	59 %	2,673,293	58 %
United States building services	838,324	15 %	618,353	13 %
United States industrial services	111,838	2 %	117,212	3 %
Total United States operations	5,481,089	98 %	4,463,947	97 %
United Kingdom building services	118,208	2 %	130,673	3 %
Total operations	$ 5,599,297	100 %	$ 4,594,620	100 %

Remaining performance obligations increase with awards of new contracts and decrease as we perform work and recognize revenue on existing contracts. We include a project within our remaining performance obligations at such time as the project is awarded and agreement on contract terms has been reached. Our remaining performance obligations include amounts related to contracts for which a fixed price contract value is not assigned when a reasonable estimate of the total transaction price can be made.

Remaining performance obligations include unrecognized revenues to be realized from uncompleted construction contracts. Although many of our construction contracts are subject to cancellation at the election of our customers, in accordance with industry practice, we do not limit the amount of unrecognized revenue included within remaining performance obligations for these contracts as the risk of cancellation is very low due to the inherent substantial economic penalty that our customers would incur upon cancellation or termination. We believe our reported remaining performance obligations for our construction contracts are firm and contract cancellations have not had a material adverse effect on us.

Remaining performance obligations also include unrecognized revenues expected to be realized over the remaining term of service contracts. However, to the extent a service contract includes a cancellation clause which allows for the termination of such contract by either party without a substantive penalty, the remaining contract term, and therefore, the amount of unrecognized revenues included within remaining performance obligations, is limited to the notice period required for the termination.

Our remaining performance obligations are comprised of: (a) original contract amounts, (b) change orders for which we have received written confirmations from our customers, (c) pending change orders for which we expect to receive confirmations in the ordinary course of business, (d) claim amounts that we have made against customers for which we have determined we have a legal basis under existing contractual arrangements and as to which the variable consideration constraint does not apply, and (e) other forms of variable consideration to the extent that such variable consideration has been included within the transaction price of our contracts. Such claim and other variable consideration amounts were immaterial for all periods presented.

Our remaining performance obligations at December 31, 2021 were $5.60 billion compared to $4.59 billion at December 31, 2020. The increase in remaining performance obligations year-over-year was primarily attributable to an increase in remaining performance obligations within our United States construction segments, driven by the award of various construction projects within the majority of the market sectors in which we operate, most notably: (a) the commercial market sector, inclusive of certain semiconductor projects, (b) the manufacturing market sector, inclusive of several food processing projects, and (c) the healthcare, institutional, and water and wastewater market sectors. In addition, we experienced an increase in remaining performance obligations within our United States building services segment given increased project opportunities within its mobile mechanical services division and the award of several facilities maintenance contracts within its commercial site-based services division. Remaining performance obligations increased by $162.8 million as a result of acquisitions during 2021.

2020 versus 2019

Overview

The following table presents selected financial data for the fiscal years ended December 31, 2020 and 2019 (in thousands, except percentages and per share data):

	2020	2019
Revenues	$8,797,061	$9,174,611
Revenues (decrease) increase from prior year	(4.1)%	12.8 %
Gross profit	$1,395,382	$1,355,868
Gross profit as a percentage of revenues	15.9 %	14.8 %
Impairment loss on goodwill, identifiable intangible assets, and other long-lived assets	$ 232,750	$ —
Operating income	$ 256,834	$ 460,892
Operating income as a percentage of revenues	2.9 %	5.0 %
Net income attributable to EMCOR Group, Inc.	$ 132,943	$ 325,140
Diluted earnings per common share	$ 2.40	$ 5.75

Revenues of $8.80 billion for the year ended December 31, 2020 decreased by 4.1% from revenues of $9.17 billion for the year ended December 31, 2019. As discussed in further detail below, such decrease in revenues was largely attributable to revenue declines within our United States industrial services segment, as a result of a decrease in demand for our service offerings within the oil and gas and related industrial markets given the negative macroeconomic conditions impacting these markets. In addition, we experienced a decrease in revenues within our United States electrical construction and facilities services segment, due to: (a) the effects of the COVID-19 pandemic on our operations during 2020, which resulted in: (i) a decrease in the number of short duration projects and (ii) project delays or access restrictions resulting from the various containment and mitigation measures mandated by certain of our customers and/or governmental authorities, and (b) a reduction in commercial market sector activities given the completion or substantial completion of several projects. These revenue declines were partially offset by revenue growth within our United States mechanical construction and facilities services segment and our United States building services segment, inclusive of the impact of businesses acquired, as discussed below, as well as an increase in revenues of our United Kingdom building services segment.

Operating income for 2020 was $256.8 million, or 2.9% of revenues, compared to operating income of $460.9 million, or 5.0% of revenues, in 2019. Our operating results for the year ended December 31, 2020 included $232.8 million of non-cash impairment charges within our United States industrial services segment, which negatively impacted the Company's operating margin for 2020 by approximately 270 basis points. Excluding the impact of such impairments, operating income and operating margin for the twelve months ended December 31, 2020 increased by $28.7 million and 60 basis points, respectively, primarily as a result of favorable execution within our United States construction segments, as described in further detail below.

Net income of $132.9 million, or $2.40 per diluted share, for the year ended December 31, 2020, compares unfavorably to net income of $325.1 million, or $5.75 per diluted share, for the year ended December 31, 2019. The decline in both net income and diluted earnings per common share are a result of the aforementioned impairment charges and the related tax effects as the majority of such charges were non-deductible for tax purposes.

Impact of Acquisitions

We acquired three companies in 2020 for total consideration of $50.3 million. Such acquisitions include: (a) a company that provides building automation and controls solutions within the Northeastern region of the United States, (b) a full service provider of mechanical services within the Washington, D.C. metro area, and (c) a company, the results of operations of which were de minimis, that provides mobile mechanical services in the Southern region of the United States. The results of operations for all three companies have been included within our United States building services segment.

On November 1, 2019, we completed the acquisition of Batchelor & Kimball, Inc. ("BKI"), a leading full service provider of mechanical construction and maintenance services, for total consideration of $220.3 million. This acquisition strengthens our position and broadens our capabilities in the Southern and Southeastern regions of the United States, and the results of its operations have been included within our United States mechanical construction and facilities services segment. In addition to BKI, during 2019, we completed six other acquisitions for total consideration of $85.4 million. Such acquisitions include: (a) a company that provides electrical contracting services in central Iowa, the results of operations of which have been included within our United States electrical construction and facilities services segment, (b) a company that provides mechanical contracting services in south-central and eastern Texas, the results of operations of which have been included within our United States mechanical construction and facilities services segment, and (c) four companies included within our United States building services segment, consisting of: (i) a company that provides mobile mechanical services in the Southern region of the United States and (ii) three companies, the results of operations of which were de minimis, which bolster our presence in geographies where we have existing operations and provide either mobile mechanical services or building automation and controls solutions.

Companies acquired in 2020 and 2019 generated incremental revenues of $269.6 million and incremental operating income of $15.4 million, inclusive of $16.0 million of amortization expense associated with identifiable intangible assets, for the year ended December 31, 2020.

Discussion and Analysis of Results of Operations

Revenues

The following table presents our revenues for each of our operating segments and the approximate percentages that each segment's revenues were of total revenues for the years ended December 31, 2020 and 2019 (in thousands, except for percentages):

	2020	% of Total	2019	% of Total
Revenues from unrelated entities:				
United States electrical construction and facilities services	$ 1,806,092	20 %	$ 1,961,798	21 %
United States mechanical construction and facilities services	3,485,495	40 %	3,340,337	36 %
United States building services	2,134,016	24 %	2,121,661	23 %
United States industrial services	940,895	11 %	1,327,556	15 %
Total United States operations	8,366,498	95 %	8,751,352	95 %
United Kingdom building services	430,563	5 %	423,259	5 %
Total operations	$ 8,797,061	100 %	$ 9,174,611	100 %

As described in more detail below, revenues for the year ended December 31, 2020 decreased to $8.80 billion compared to $9.17 billion for the year ended December 31, 2019. Revenue declines within our United States industrial services segment, as a result of a decrease in demand for our service offerings within the oil and gas and related industrial markets, and our United States electrical construction and facilities services segment, as described in further detail below, were partially offset by revenue growth within our United States mechanical construction and facilities services segment, our United States building services segment, and our United Kingdom building services segment. Companies acquired in 2020 and 2019, which are reported in our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment and our United States building services segment, generated incremental revenues of $269.6 million in 2020.

Revenues of our United States electrical construction and facilities services segment were $1,806.1 million for the year ended December 31, 2020 compared to revenues of $1,961.8 million for the year ended December 31, 2019. The decrease in revenues was attributable to: (a) the effects of the COVID-19 pandemic on our operations during 2020, which resulted in: (i) a decrease in the number of short duration projects and (ii) project delays or access restrictions resulting from the various containment and mitigation measures mandated by certain of our customers and/or governmental authorities, and (b) a decline in revenues from construction projects within the commercial market sector, as a result of the completion or substantial completion of several projects. The results for the year ended December 31, 2020 included $25.4 million of incremental revenues generated by a company acquired in 2019.

Our United States mechanical construction and facilities services segment revenues for the year ended December 31, 2020 were $3,485.5 million, a $145.2 million increase compared to revenues of $3,340.3 million for the year ended December 31, 2019. The results for the year ended December 31, 2020 included $188.8 million of incremental revenues generated by companies acquired in 2019. Excluding the impact of acquisitions, revenues of this segment decreased by $43.7 million, primarily as a result of a decline in revenues from: (a) the manufacturing market sector, inclusive of certain large food processing construction projects, and (b) several telecommunications and technology projects. Similar to our United States electrical construction and facilities services segment, revenues of this segment were also negatively impacted by the effects of the COVID-19 pandemic during 2020, which resulted in project delays and temporary job site shutdowns, as well as a decrease in the number of short duration projects. These revenue reductions were partially offset by increased revenues from the majority of the remaining market sectors in which we operate, most notably the institutional, transportation, and commercial market sectors.

Revenues of our United States building services segment were $2,134.0 million and $2,121.7 million for the years ended December 31, 2020 and 2019, respectively. Excluding acquisition revenues of $55.4 million, this segment's revenues decreased by approximately $43.0 million during the year ended December 31, 2020. Such reduction in revenues was primarily attributable to: (a) decreased project and controls activities within our mobile mechanical services operations, largely as a result of the impact of the COVID-19 pandemic during 2020, which resulted in fewer project opportunities given the temporary closure of certain customer facilities, (b) decreased large project activity within our energy services operations, primarily as a result of the completion of certain projects which were active in 2019, and (c) the loss of certain contracts not renewed pursuant to rebid within our government services business. These revenue declines were partially offset by increased customer demand for certain services aimed at improving the indoor air quality within their facilities as well as an increase in revenues within our commercial site-based services operations, as a result of new contract awards and scope expansion on certain contracts with existing customers.

Revenues of our United States industrial services segment for the year ended December 31, 2020 were $940.9 million, a $386.7 million decrease compared to revenues of $1,327.6 million for the year ended December 31, 2019. Revenues of this segment for the year ended December 31, 2020 were negatively impacted by adverse market conditions including unprecedented volatility in the price of crude oil, largely as a result of a decline in demand caused by the COVID-19 pandemic. Such macroeconomic conditions led to a decrease in demand for our services, which resulted in: (a) a decrease in maintenance and capital project activity within our field services operations and (b) a reduction in new build heat exchanger sales and a decrease in maintenance, repair, and hydro blast cleaning services within our shop services operations. In addition, revenues for the year ended December 31, 2020 were negatively impacted by project stoppages resulting from hurricanes, including certain named storms, within the Gulf Coast region.

Our United Kingdom building services segment revenues were $430.6 million in 2020 compared to $423.3 million in 2019. The year-over-year increase in revenues within this segment was primarily attributable to: (a) an increase in revenues from new maintenance contract awards within the commercial market sector, and (b) increased project activity with existing customers, primarily within the water and wastewater market sector, despite reduced opportunities for project work brought upon by the temporary closure of certain customer facilities and the temporary suspension of capital spending as a result of the COVID-19 pandemic in the first half of 2020. This segment's revenues during 2020 were positively impacted by $2.3 million related to the effect of favorable exchange rates for the British pound versus the United States dollar.

Cost of sales and gross profit

The following table presents cost of sales, gross profit, and gross profit margin for the years ended December 31, 2020 and 2019 (in thousands, except for percentages):

	2020	2019
Cost of sales	$7,401,679	$7,818,743
Gross profit	$1,395,382	$1,355,868
Gross profit margin	15.9 %	14.8 %

Our gross profit for the year ended December 31, 2020 was $1,395.4 million, a $39.5 million increase compared to gross profit of $1,355.9 million for the year ended December 31, 2019. Our gross profit margin was 15.9% and 14.8% for 2020 and 2019, respectively. The increase in gross profit and gross profit margin for the year ended December 31, 2020 was predominantly a result of improved operating performance within both of our United States construction segments, as described in further detail below, despite the challenges brought on by the COVID-19 pandemic.

Selling, general and administrative expenses

The following table presents selling, general and administrative expenses and SG&A margin, for the years ended December 31, 2020 and 2019 (in thousands, except for percentages):

	2020	2019
Selling, general and administrative expenses	$ 903,584	$ 893,453
SG&A margin	10.3 %	9.7 %

Our selling, general and administrative expenses for the year ended December 31, 2020 were $903.6 million compared to selling, general and administrative expenses of $893.5 million for the year ended December 31, 2019. For the year ended December 31, 2020, selling, general and administrative expenses included $29.6 million of incremental expenses directly related to companies acquired in 2020 and 2019, including amortization expense attributable to identifiable intangible assets of $9.5 million. Excluding incremental expenses from businesses acquired, our selling, general and administrative expenses for 2020 decreased by $19.4 million, primarily as a result of certain cost reductions resulting from, or actions taken in response to, the COVID-19 pandemic, including: (a) a reduction in certain discretionary spending, such as travel and entertainment costs, (b) a decrease in salary expense due to: (i) a reduction in headcount, resulting from lower revenues than in the same 2019 period, and (ii) certain short-term cost cutting measures, including temporary furloughs and salary reductions, and (c) a decrease in employee benefit costs, partially due to a decline in medical claims. These cost reductions were partially offset by an increase in incentive compensation expense, predominantly within our United States mechanical construction and facilities services segment, due to improved operating performance by several of our subsidiaries when compared to 2019.

Selling, general and administrative expenses as a percentage of revenues were 10.3% and 9.7% for 2020 and 2019, respectively. The increase in SG&A margin for the year ended December 31, 2020 was primarily due to a reduction in revenues without a commensurate decrease in certain of our overhead costs, including: (a) certain fixed costs within our United States industrial services segment, despite the significant revenue decline within such segment, and (b) the above referenced increase in incentive compensation expense.

Impairment loss on goodwill, identifiable intangible assets, and other long-lived assets

During the second quarter of 2020, we identified certain indicators of impairment resulting from the uncertainties caused by the COVID-19 pandemic and the significant volatility in the price of crude oil. These uncertainties resulted in lower forecasted revenue and operating margin expectations for those of our businesses that are highly dependent on the strength of the oil and gas and related industrial markets, resulting in the recognition, during 2020, of impairment charges totaling $232.8 million within our United States industrial services segment.

Operating income (loss)

The following table presents by segment our operating income (loss) and each segment's operating margin for the years ended December 31, 2020 and 2019 (in thousands, except for percentages):

	2020	% of Segment Revenues	2019	% of Segment Revenues
Operating income (loss):				
United States electrical construction and facilities services	$ 161,810	9.0 %	$ 147,817	7.5 %
United States mechanical construction and facilities services	292,536	8.4 %	225,040	6.7 %
United States building services	114,159	5.3 %	115,432	5.4 %
United States industrial services	1,175	0.1 %	57,529	4.3 %
Total United States operations	569,680	6.8 %	545,818	6.2 %
United Kingdom building services	20,660	4.8 %	18,323	4.3 %
Corporate administration	(98,542)	—	(101,726)	—
Restructuring expenses	(2,214)	—	(1,523)	—
Impairment loss on goodwill, identifiable intangible assets, and other long-lived assets	(232,750)	—	—	—
Total operations	256,834	2.9 %	460,892	5.0 %
Other items:				
Net periodic pension (cost) income	2,980		1,553	
Interest expense	(9,009)		(13,821)	
Interest income	1,521		2,265	
Income before income taxes	$ 252,326		$ 450,889	

As described in more detail below, operating income was $256.8 million, or 2.9% of revenues, for the year ended December 31, 2020, compared to operating income of $460.9 million, or 5.0% of revenues, for the year ended December 31, 2019. Our operating results for 2020 included $232.8 million of non-cash impairment charges, which negatively impacted the Company's operating margin in 2020 by approximately 270 basis points. Excluding the impact of such impairment charges on our 2020 results, operating income and operating margin for the year ended December 31, 2020 increased by $28.7 million and 60 basis points, primarily as a result of favorable execution within our United States construction segments. Companies acquired in 2020 and 2019, which are reported in our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment, and our United States building services segment, generated incremental operating income of $15.4 million, inclusive of $16.0 million of amortization expense associated with identifiable intangible assets, for the year ended December 31, 2020.

Operating income of our United States electrical construction and facilities services segment for the year ended December 31, 2020 was $161.8 million, or 9.0% of revenues, compared to operating income of $147.8 million, or 7.5% of revenues, for the year ended December 31, 2019. A company acquired in 2019 contributed incremental operating income of $1.6 million, inclusive of $0.1 million of amortization expense associated with identifiable intangible assets, during 2020. The year-over-year increase in operating income and operating margin was largely attributable to an increase in gross profit and gross profit margin given favorable project execution and a more profitable mix of work within this segment during 2020. Improved profitability was experienced within: (a) the commercial market sector, inclusive of several telecommunication construction projects, despite the decrease in revenues within such market sector, (b) the manufacturing market sector, and (c) the transportation market sector, due to the successful completion or close-out of certain projects. These gross profit gains were partially offset by a reduction in gross profit from short duration project activities, given the effects of the COVID-19 pandemic, which led to fewer short duration project opportunities. Operating income of this segment for the year ended December 31, 2020 additionally benefited from a reduction in selling, general and administrative expenses, including a curtailment in certain discretionary spending, such as travel and entertainment costs, and a decrease in employee benefit costs, resulting from a decline in medical claims.

Our United States mechanical construction and facilities services segment's operating income for the year ended December 31, 2020 was $292.5 million, a $67.5 million increase compared to operating income of $225.0 million for the year ended December 31, 2019. Companies acquired in 2019 contributed incremental operating income of $9.3 million, inclusive of $12.7 million of amortization expense associated with identifiable intangible assets for the year ended December 31, 2020. Excluding the impact of businesses acquired, annual operating income of this segment increased by approximately $58.2 million. Despite the disruption caused by the COVID-19 pandemic during 2020, our United States mechanical construction and facilities services segment experienced an increase in gross profit from construction projects within the majority of the market sectors in which we operate. Operating margins within this segment for the years ended December 31, 2020 and 2019 were 8.4% and 6.7%, respectively. The year-over-year increase in operating margin for this segment was attributable to an increase in gross profit margin, primarily within: (a) the manufacturing market sector, driven by certain large food processing construction projects, and (b) the commercial market sector, inclusive of a number of technology and semiconductor projects, which reached substantial completion during the year. The increases in gross profit and gross profit margin were partially offset by an increase in selling, general and administrative expenses, as well as the ratio of selling, general and administrative expenses to revenues, largely as a result of an increase in incentive compensation expense due to the improved year-over-year operating performance and an increase in amortization expense associated with identifiable intangible assets resulting from companies acquired in 2019.

Operating income of our United States building services segment was $114.2 million in 2020, compared to $115.4 million in 2019. Operating margin of this segment was 5.3% and 5.4% for 2020 and 2019, respectively. Companies acquired in 2020, which are included within this segment's mobile mechanical services division, contributed incremental operating income of $4.5 million, inclusive of $3.2 million of amortization expense associated with identifiable intangible assets. The decrease in segment operating income for the year ended December 31, 2020 was primarily due to a decrease in gross profit resulting from: (a) a reduction in large project activity within our energy services operations, and (b) when excluding the impact of acquired businesses, reduced project and controls activities within our mobile mechanical services operations, largely as a result of the temporary closure of certain customer facilities impacted by the COVID-19 pandemic. These gross profit reductions were partially offset by increased gross profit from service repair and maintenance activities within our mobile mechanical services operations, partially as a result of increased customer demand for certain services aimed at improving the indoor air quality within their facilities. Operating income of this segment additionally benefited from an overall decrease in selling, general and administrative expenses due to certain cost reduction measures enacted during 2020.

Our United States industrial services segment's operating income for the year ended December 31, 2020 was $1.2 million, or 0.1% of revenues, compared to $57.5 million, or 4.3% of revenues, for the year ended December 31, 2019. As previously referenced, this segment's results for the year ended December 31, 2020 were severely impacted by adverse macroeconomic factors impacting the oil and gas industry. As a result of such conditions, this segment experienced a reduction in gross profit from both our field services and shop services operations due to: (a) a decrease in demand for our service offerings, (b) the deferral, curtailment, or cancellation of previously scheduled projects with certain customers, and (c) an unfavorable mix of work, which included a greater number of projects with lower than typical gross profit margins. The aforementioned decrease in gross profit was partially offset by a reduction in selling, general and administrative expenses during the year, including: (a) incentive compensation and salaries, (b) employee benefit costs, and (c) certain discretionary spending, such as travel and entertainment costs. The decrease in operating margin for the year ended December 31, 2020 was attributable to a decrease in gross profit margin resulting from the above noted factors, as well as an increase in the ratio of selling, general and administrative expenses to revenues due to a decrease in revenue without a commensurate decrease in certain of this segment's fixed overhead costs.

Our United Kingdom building services segment's operating income for the year ended December 31, 2020 was $20.7 million, or 4.8% of revenues, which compares favorably to operating income of $18.3 million, or 4.3% of revenues, for the year ended December 31, 2019. The increase in annual operating income of this segment was primarily a result of incremental gross profit from new maintenance contract awards. Exchange rate movements for the British pound versus the United States dollar did not have a significant impact on this segment's operating income for the twelve months ended December 31, 2020. The year-over-year increase in this segment's operating margin was attributable to an increase in gross profit margin, primarily as a result of a more favorable mix of work, and a decrease in the ratio of selling, general and administrative expenses to revenues.

Our corporate administration expenses were $98.5 million for 2020 compared to $101.7 million in 2019. The decrease in corporate administration expenses for the year ended December 31, 2020 was primarily due to: (a) a decrease in long-term incentive compensation expense, (b) a decrease in salary expense as a result of: (i) certain short-term cost cutting measures, including temporary furloughs and salary reductions, and (ii) permanent headcount reductions resulting from the realignment of certain of our back office functions, (c) curtailment in certain discretionary spending, such as travel and entertainment costs, and (d) a reduction in professional fees.

Other items

Interest expense was $9.0 million and $13.8 million for 2020 and 2019, respectively. Interest income was $1.5 million and $2.3 million for 2020 and 2019, respectively. The decrease in both interest expense and interest income for 2020 resulted from lower interest rates. The decrease in interest expense was partially offset by the impact of higher average outstanding borrowings during 2020.

Our income tax provision for the year ended December 31, 2020 was $119.4 million based on an income tax rate of 47.3%, compared to an income tax provision and an income tax rate of $125.7 million and 27.9%, respectively, for the year ended December 31, 2019. Our income tax rate and income tax provision for 2020 were impacted by the tax-effect of the $232.8 million of non-cash goodwill, identifiable intangible asset, and other long-lived asset impairment charges recorded during 2020, the majority of which was non-deductible for tax purposes.

Liquidity and Capital Resources

The following section discusses our principal liquidity and capital resources, as well as our primary liquidity requirements and sources and uses of cash.

We are focused on the efficient conversion of operating income into cash to provide for the Company's material cash requirements, including working capital needs, investment in our growth strategies through business acquisitions and capital expenditures, satisfaction of contractual commitments, including principal and interest payments on our outstanding indebtedness, and shareholder return through dividend payments and share repurchases. We strive to maintain a balanced approach to capital allocation in order to achieve growth, deliver value, and minimize risk.

Management monitors financial markets and overall economic conditions for factors that may affect our liquidity and capital resources and adjusts our capital allocation strategy as necessary. For example, the uncertainty brought on by the COVID-19 pandemic in 2020 resulted in the temporary suspension of acquisition and share repurchase activity, during portions of such year, while we focused on maintaining operational flexibility. Negative macroeconomic trends could have an adverse effect on future liquidity if we experience delays in the payment of outstanding receivables beyond normal payment terms, an increase in credit losses, or significant increases in the price of commodities or the materials and equipment utilized for our project and service work. In addition, during economic downturns, there have typically been fewer small discretionary projects from the private sector and our competitors have aggressively bid larger long-term infrastructure and public sector contracts. Our liquidity is also impacted by: (a) the type and length of construction contracts in place, as performance of long duration contracts typically requires greater amounts of working capital, (b) the level of turnaround activities within our United States industrial services segment, as such projects are billed in arrears pursuant to contractual terms that are standard within the industry, and (c) the billing terms of our maintenance contracts, including those within our United States and United Kingdom building services segments. While we strive to negotiate favorable billing terms, which allow us to invoice in advance of costs incurred on certain of our contracts, there can be no assurance that such terms will be agreed to by our customers.

As of December 31, 2021, we had cash and cash equivalents, excluding restricted cash, of $821.3 million, which are maintained in highly liquid investments with original maturity dates of three months or less. Both our short-term and long-term liquidity requirements are expected to be met through our cash and cash equivalent balances, cash generated from our operations, and, if necessary, the borrowing capacity under our revolving credit facility. Our credit agreement provides for a $1.30 billion revolving credit facility, for which there is $1.23 billion of available capacity as of December 31, 2021. Refer to Note 9 - Debt of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information regarding our credit agreement. Based upon our current credit rating and financial position, we can also reasonably expect to be able to secure long-term debt financing if required to achieve our strategic objectives; however, no assurances can be made that such debt financing will be available on favorable terms. We believe that we have sufficient financial resources available to meet our short-term and foreseeable long-term liquidity requirements.

Cash Flows

The following table presents our net cash provided by (used in) operating activities, investing activities, and financing activities (in thousands):

	2021	2020
Net cash provided by operating activities	$ 318,817	$ 806,366
Net cash used in investing activities	$ (153,076)	$ (94,863)
Net cash used in financing activities	$ (245,456)	$ (171,907)
(Decrease) increase in cash, cash equivalents, and restricted cash	$ (80,994)	$ 543,642

For the year ended December 31, 2021, our cash balance, including cash equivalents and restricted cash, decreased by approximately $81.0 million from $903.6 million as of December 31, 2020 to $822.6 million as of December 31, 2021. Changes in our cash position from December 31, 2020 to December 31, 2021 are described in further detail below. For a discussion of the changes in our cash position from December 31, 2019 to December 31, 2020, refer to the Liquidity and Capital Resources section included in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations of our Form 10-K for the year ended December 31, 2020.

Operating Activities – Operating cash flows generally represent our net income as adjusted for certain non-cash items and changes in assets and liabilities. For 2021, net cash provided by operating activities was approximately $318.8 million compared to approximately $806.4 million of net cash provided by operating activities in 2020.

The $487.5 million decrease in operating cash flows during 2021, when compared to 2020, was primarily attributable to strong organic revenue growth in the current year, which resulted in an increase in working capital balances, most notably accounts receivable and contract assets. In addition, operating cash flow in 2020 benefited from the deferral of approximately

$117.5 million of certain non-income based taxes resulting from various government measures enacted in response to the COVID-19 pandemic, of which approximately $66 million was repaid in 2021.

Investing Activities – Investing cash flows consist primarily of payments for the acquisition of businesses, capital expenditures, and proceeds from the sale or disposal of property, plant, and equipment. For 2021, we utilized approximately $153.1 million of cash for investing activities compared to $94.9 million in 2020. The increase in investing cash flows year-over-year was primarily driven by a $67.9 million increase in payments for acquisitions, partially offset by a $11.8 million reduction in capital expenditures.

Financing Activities – Financing cash flows consist primarily of the issuance and repayment of short-term and long-term debt, repurchases of common stock, payment of dividends to stockholders, and the issuance of common stock through certain employee equity plans. Net cash used in financing activities for 2021 was $245.5 million compared to $171.9 million in 2020.

The increase in cash used in financing activities in 2021, when compared to 2020, was primarily due to an $83.0 million increase in funds used for the repurchase of our common stock. During the year ended December 31, 2021, cash payments related to share repurchases were $195.5 million compared to $112.6 million for the year ended December 31, 2020. The timing of repurchases is at management's discretion subject to securities laws and other legal requirements and will depend upon several factors, including market and business conditions, future liquidity, share price, and share availability, among others. The repurchase program has been and will be funded from our operations. For additional detail regarding our share repurchase program, refer to Note 12 - Common Stock of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data.

Throughout 2021, we paid a quarterly dividend of $0.13 per share compared to a quarterly dividend of $0.08 per share during 2020. For the years ended December 31, 2021 and 2020, cash payments related to dividends were $28.2 million and $17.7 million, respectively. Our credit agreement places limitations on the payment of dividends on our common stock. However, we do not believe that the terms of such agreement currently materially limit our ability to pay a quarterly dividend of $0.13 per share for the foreseeable future.

Material Cash Requirements from Contractual and Other Obligations

As of December 31, 2021, our short-term and long-term material cash requirements for known contractual and other obligations were as follows:

Outstanding Debt and Interest Payments – As of December 31, 2021, the amount outstanding under our term loan was $256.7 million. Based on our outstanding balance, we are required to make annual principal payments of $13.9 million on December 31 of each year until maturity. Any remaining unpaid principal is due on March 2, 2025, when the credit agreement governing our term loan expires. We have no direct borrowings outstanding under our revolving credit facility. In addition to annual principal payments, we are required to make quarterly interest payments on our outstanding indebtedness. Future interest payments will be determined based on prevailing interest rates during that time. Refer to Note 9 - Debt of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further detail of our debt obligations, including our term loan and revolving credit facility.

Operating and Finance Leases – In the normal course of business, we lease real estate, vehicles, and equipment under various arrangements which are classified as either operating or finance leases. Future payments for such leases, excluding leases with initial terms of one year or less, were $317.8 million at December 31, 2021, with $69.0 million payable within the next 12 months. Refer to Note 16 - Leases of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further detail surrounding our lease obligations and the timing of expected future payments.

Open Purchase Obligations – As of December 31, 2021, we had $1.73 billion of open purchase obligations, of which payments totaling approximately $1.50 billion are expected to become due within the next 12 months. These obligations represent open purchase orders to suppliers and subcontractors related to our construction and services contracts. These purchase orders are not reflected in the Consolidated Balance Sheets and are not expected to impact future liquidity as amounts should be recovered through customer billings.

Insurance Obligations – As described in further detail in Note 2 - Summary of Significant Accounting Policies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data, we have loss payment deductibles and/or self-insured retentions for certain insurance matters. As of December 31, 2021, our insurance liabilities, net of estimated recoveries, were $178.6 million. Of this net amount, approximately $35.2 million is estimated to be payable within the next 12 months. Due to many uncertainties inherent in resolving these matters, it is not practical to estimate these payments beyond such period.

Retirement Plan Obligations – As of December 31, 2021, expected future payments relating to our defined benefit post retirement plans were approximately $4.6 million per year. We provide funding to our post retirement plans based on at least the minimum funding required by applicable regulations. In determining the minimum funding required, we utilize current actuarial assumptions and exchange rates to forecast amounts that may be payable. In our judgment, minimum funding estimates cannot be reliably estimated beyond a five-year time horizon. Refer to Note 14 - Retirement Plans of the notes to consolidated financial statements in Item 8. Financial Statements and Supplementary Data for further information about our post retirement plans.

Deferred Payroll Taxes – The Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") allowed U.S. companies to defer the employer's portion of social security taxes between March 27, 2020 and December 31, 2020. Our first installment of these deferred social security taxes, totaling approximately $51 million, was paid in the fourth quarter of 2021 and our second installment of approximately $51 million is expected to be paid in the fourth quarter of 2022.

Contingent Consideration Liabilities – We have incurred liabilities related to contingent consideration arrangements associated with certain acquisitions, payable in the event discrete performance objectives are achieved by the acquired businesses during designated post-acquisition periods. The aggregate amount of these liabilities can change due to additional business acquisitions, settlement of outstanding liabilities, changes in the fair value of amounts owed based on performance during such post-acquisition periods, and accretion in present value. As of December 31, 2021, the present value of expected future payments relating to these contingent consideration arrangements was $11.8 million. Of this amount, $5.6 million is estimated as being payable during 2022, with the remainder due substantially during 2023.

In addition, material cash requirements for other potential obligations, for which we cannot reasonably estimate future payments, include the following:

Legal Proceedings – We are involved in several legal proceedings in which damages and claims have been asserted against us. While litigation is subject to many uncertainties and the outcome of litigation is not predictable with assurance, we do not believe that any such matters will have a material adverse effect on our financial position, results of operations, or liquidity. Refer to Note 15 - Commitments and Contingencies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for more information regarding legal proceedings.

Multiemployer Benefit Plans – In addition to our Company sponsored benefit plans, we participate in certain multiemployer pension and other post retirement plans. The cost of these plans is equal to the annual required contributions determined in accordance with the provisions of negotiated collective bargaining agreements. During 2021, 2020, and 2019, contributions made to these plans were $396.5 million, $360.2 million, and $369.0 million, respectively; however, our future contributions to the multiemployer plans are dependent upon a number of factors. Amounts of future contributions that we would be contractually obligated to make pursuant to these plans cannot be reasonably estimated. Refer to Note 14 - Retirement Plans of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for more information regarding these multiemployer benefit plans.

Off-Balance Sheet Arrangements and Other Commercial Commitments

The terms of our construction contracts frequently require that we obtain from surety companies, and provide to our customers, surety bonds as a condition to the award of such contracts. These surety bonds are issued in return for premiums, which vary depending on the size and type of the bond, and secure our payment and performance obligations under such contracts. We have agreed to indemnify the surety companies for amounts, if any, paid by them in respect of surety bonds issued on our behalf. As of December 31, 2021, based on the percentage-of-completion of our projects covered by surety bonds, our aggregate estimated exposure, assuming defaults on all our then existing contractual obligations, was approximately $1.5 billion, which represents approximately 26% of our total remaining performance obligations.

Surety bonds expire at various times ranging from final completion of a project to a period extending beyond contract completion in certain circumstances. Such amounts can also fluctuate from period to period based upon the mix and level of our bonded operating activity. For example, public sector contracts require surety bonds more frequently than private sector contracts and, accordingly, our bonding requirements typically increase as the amount of our public sector work increases. Our estimated maximum exposure as it relates to the value of the surety bonds outstanding is lowered on each bonded project as the cost to complete is reduced, and each commitment under a surety bond generally extinguishes concurrently with the expiration of its related contractual obligation.

Surety bonds are sometimes provided to secure obligations for wages and benefits payable to or for certain of our employees, at the request of labor unions representing such employees. In addition, surety bonds or letters of credit may be issued as collateral for certain insurance obligations. As of December 31, 2021, we satisfied approximately $48.1 million and $71.2 million of the collateral requirements of our insurance programs by utilizing surety bonds and letters of credit, respectively. All such letters of credit were issued under our revolving credit facility, therefore reducing the available capacity under such facility.

We are not aware of any losses in connection with surety bonds that have been posted on our behalf, and we do not expect to incur significant losses in the foreseeable future.

From time to time, we discuss with our current and other surety bond providers the amounts of surety bonds that may be available to us based on our financial strength and the absence of any default by us on any surety bond issued on our behalf and believe those amounts are currently adequate for our needs. However, if we experience changes in our bonding relationships or if there are adverse changes in the surety industry, we may: (a) seek to satisfy certain customer requests for surety bonds by posting other forms of collateral in lieu of surety bonds, such as letters of credit, parent company guarantees, or cash, in order to convince customers to forego the requirement for surety bonds, (b) increase our activities in our businesses that rarely require surety bonds, and/or (c) refrain from bidding for certain projects that require surety bonds.

There can be no assurance that we would be able to effectuate alternatives to providing surety bonds to our customers or to obtain, on favorable terms, sufficient additional work that does not require surety bonds. Accordingly, a reduction in the availability of surety bonds could have a material adverse effect on our financial position, results of operations, and/or cash flows.

In the ordinary course of business, we, at times, guarantee obligations of our subsidiaries under certain contracts. Generally, we are liable under such an arrangement only if our subsidiary fails to perform its obligations under the contract. Historically, we have not incurred any substantial liabilities as a consequence of these guarantees.

We do not have any other material financial guarantees or off-balance sheet arrangements other than those disclosed herein.

Other Items

To help mitigate the impacts of greenhouse gas emissions on climate change, EMCOR has established initial carbon-based fuel consumption and greenhouse gas emission reduction targets, and will continue to refine such targets as necessary. Although to date we have not incurred any material costs or capital expenditures associated with achieving our targets, we could be required to expend amounts in future periods as we continue to work towards our goals. During 2021, EMCOR purchased carbon credits totaling nearly 25,000 metric tonnes, for approximately $0.3 million. It is not possible, at this time, to estimate the impact that future costs and/or capital expenditures may have on our business, financial condition, results of operations, or liquidity.

New Accounting Pronouncements

We review new accounting standards to determine the expected impact, if any, that the adoption of such standards will have on our financial position and/or results of operations. See Note 2 - Summary of Significant Accounting Policies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information regarding new accounting standards, including the anticipated dates of adoption and the effects on our consolidated financial position, results of operations, or liquidity.

Critical Accounting Policies and Estimates

The preparation of our consolidated financial statements is based on the application of significant accounting policies, which require management to make estimates and assumptions. Our significant accounting policies are described further in Note 2 - Summary of Significant Accounting Policies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data. We base our estimates on historical experience, known or expected trends, third-party valuations, and various other assumptions that we believe to be reasonable under the circumstances. As future events and their effects cannot be determined with precision, actual results could differ significantly from these estimates. There have been no significant changes to our critical accounting policies or methods for the year ended December 31, 2021. We believe the following critical accounting policies govern the more significant judgments and estimates used in the preparation of our financial statements.

Revenue Recognition from Contracts with Customers

For our construction contracts, revenue is generally recognized over time as our performance creates or enhances an asset that the customer controls as it is created or enhanced. Our fixed price construction projects generally use a cost-to-cost input method to measure our progress towards complete satisfaction of the performance obligation as we believe it best depicts the transfer of control to the customer which occurs as we incur costs on our contracts. Under the cost-to-cost measure of progress, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the total estimated costs at completion of the performance obligation. For our unit price construction contracts, progress towards complete satisfaction is measured through an output method, such as the number of units produced or delivered, when our performance does not produce significant amounts of work in process or finished goods prior to complete satisfaction of such performance obligations.

For our services contracts, revenue is also generally recognized over time as the customer simultaneously receives and consumes the benefits of our performance as we perform the service. For our fixed price service contracts with specified service periods, revenue is generally recognized on a straight-line basis over such service period when our inputs are expended evenly, and the customer receives and consumes the benefits of our performance throughout the contract term.

The timing of revenue recognition for the manufacturing of new build heat exchangers within our United States industrial services segment depends on the payment terms of the contract, as our performance does not create an asset with an alternative use to us. For those contracts for which we have a right to payment for performance completed to date at all times throughout our performance, inclusive of a cancellation, we recognize revenue over time. For these performance obligations, we use a cost-to-cost input method to measure our progress towards complete satisfaction of the performance obligation as we believe it best depicts the transfer of control to the customer which occurs as we incur costs on our contracts. However, for those contracts for which we do not have a right, at all times, to payment for performance completed to date, we recognize revenue at the point in time when control is transferred to the customer. For bill-and-hold arrangements, revenue is recognized when the customer obtains control of the heat exchanger, which may be prior to shipping if certain recognition criteria are met.

For certain of our revenue streams, such as call-out repair and service work, outage services, refinery turnarounds, and specialty welding services that are performed under time and materials contracts, our progress towards complete satisfaction of such performance obligations is measured using an output method as the customer receives and consumes the benefits of our performance completed to date.

The nature of our contracts gives rise to several types of variable consideration, including pending change orders and claims; contract bonuses and incentive fees; and liquidated damages and penalties. We recognize revenue for such variable consideration when it is probable, in our judgment, that a significant future reversal in the amount of cumulative revenue recognized under the contract will not occur when the uncertainty associated with the variable consideration is subsequently resolved. The Company estimates the amount of variable consideration to be included in the transaction price utilizing one of two prescribed methods, depending on which method better predicts the amount of consideration to which the entity will be entitled.

Due to uncertainties inherent in the estimation process, as well as the significant judgment involved in determining variable consideration, it is possible that estimates of costs to complete a performance obligation, and/or our estimates of transaction prices, will be revised in the near-term. For those performance obligations for which revenue is recognized using a cost-to-cost input method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, or changes in the estimate of transaction prices, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made.

During each of the years ended December 31, 2021, 2020, and 2019, there were no changes in total estimated costs that had a significant impact on our operating results. Additionally, there were no significant amounts of revenue recognized during the years ended December 31, 2021 or 2019 related to performance obligations satisfied in prior periods. During the year ended December 31, 2020, we recognized revenue of $6.1 million associated with the final settlement of contract value for two projects within our United States electrical construction and facilities services segment that were completed or substantially completed in prior periods. For each of the years ended December 31, 2021, 2020, and 2019, there were no significant reversals of revenue recognized associated with the revision of transaction prices.

Due to the significant judgments utilized in the estimation process described above, if subsequent actual results and/or updated assumptions, estimates, or projections related to our underlying project positions were to change from those utilized at December 31, 2021, it could result in a material impact to our results of operations. For example, a 50 basis point increase or decrease in the estimated gross profit margin on our uncompleted construction projects, in the aggregate, as a result of a revision in estimated costs to complete a performance obligation or a revision in estimated transaction price, would have resulted in an increase or decrease to operating income of approximately $60 million for the year ended December 31, 2021.

See Note 3 - Revenue from Contracts with Customers of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further disclosure regarding revenue recognition.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable are recognized in the period we deliver goods or provide services to our customers or when our right to consideration is unconditional. The Company maintains an allowance for credit losses to reduce outstanding receivables to their net realizable value. A considerable amount of judgment is required when determining expected credit losses. Estimates of such losses are recorded when we believe a customer, or group of customers, may not be able to meet their financial obligations due to deterioration in financial condition or credit rating. Factors relevant to our assessment include our prior collection history with our customers, the related aging of past due balances, projections of credit losses based on historical trends in credit quality indicators or past events, and forecasts of future economic conditions. In addition to monitoring delinquent accounts, management reviews the credit quality of its receivables by, among other things, obtaining credit ratings of significant customers, assessing economic and market conditions, and evaluating material changes to a customer's business, cash flows, and financial condition.

At December 31, 2021 and 2020, our accounts receivable of $2,204.5 million and $1,922.1 million, respectively, were recorded net of allowances for credit losses of $23.5 million and $18.0 million, respectively. The increase in our allowance for credit losses was predominantly attributable to our evaluation of specific outstanding receivables within our United States industrial services segment. Allowances for credit losses are based on the best facts available and are reassessed and adjusted on a regular basis as additional information is received. The provision for credit losses during 2021, 2020, and 2019 amounted to approximately $8.0 million, $3.3 million, and $2.6 million, respectively.

Should anticipated collections fail to materialize, or if future economic conditions compare unfavorably to our forecasts, we could experience an increase in our allowances for credit losses. For example, if economic conditions were to significantly deteriorate, such as to those experienced during the last global financial crisis, the portion of our allowance for credit losses, which is estimated based on our historical credit loss experience, could increase by up to approximately $13.0 million.

Insurance Liabilities

We have loss payment deductibles for certain workers' compensation, automobile liability, general liability, and property claims, have self-insured retentions for certain other casualty claims, and are self-insured for employee-related healthcare claims. In addition, we maintain a wholly-owned captive insurance subsidiary to manage certain of our insurance liabilities. Losses are recorded based upon estimates of our liability for claims incurred and for claims incurred but not reported. The liabilities are derived from known facts, historical trends, and industry averages, utilizing the assistance of an independent third-party actuary to determine the best estimate for the majority of these obligations. We believe the liabilities recognized on the Consolidated Balance Sheets for these obligations are adequate. However, such obligations are difficult to assess and estimate due to numerous factors, including severity of injury, determination of liability in proportion to other parties, timely reporting of occurrences, and effectiveness of safety and risk management programs. Therefore, if our actual experience differs from the assumptions and estimates used for recording the liabilities, adjustments may be required and will be recorded in the period that the experience becomes known. Our estimated net insurance liabilities for workers' compensation, automobile liability, general liability, and property claims increased by $6.3 million for the year ended December 31, 2021 compared to the year ended December 31, 2020, partially as a result of greater potential exposures, including the impact of acquired companies. If our estimated insurance liabilities for workers' compensation, automobile liability, general liability, and property claims were to increase by 10%, it would have resulted in $17.9 million of additional expense for the year ended December 31, 2021.

Income Taxes

As of December 31, 2021 and 2020, we had net deferred income tax liabilities of $51.0 million and $29.4 million, respectively, primarily resulting from differences between the carrying value and income tax bases of certain identifiable intangible assets, goodwill, and depreciable fixed assets. Included within these net deferred income tax liabilities are $212.3 million and $217.1 million of deferred income tax assets as of December 31, 2021 and 2020, respectively. The total valuation allowance on deferred income tax assets was approximately $2.5 million and $3.9 million as of December 31, 2021 and 2020, respectively. The ultimate realization of deferred income tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Based on our taxable income, which has generally exceeded the amount of our net deferred income tax asset balance, as well as current projections of future taxable income, we have determined that it is more likely than not that our net deferred income tax assets will be realized. However, revisions to our forecasts or declining macroeconomic conditions could result in changes to our assessment of the realization of these deferred income tax assets. Refer to Note 11 - Income Taxes of the notes to consolidated financial statements in Item 8. Financial Statements and Supplementary Data for further detail regarding our deferred income taxes.

Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets

Goodwill

As of December 31, 2021 and 2020, we had goodwill of $890.3 million and $851.8 million, respectively, arising out of the acquisition of businesses. Goodwill is not amortized but instead allocated to its respective reporting unit and evaluated for impairment annually, or more frequently if events or circumstances indicate that the carrying amount of goodwill may be impaired. We have determined that our reporting units are consistent with the reportable segments identified in Note 18 - Segment Information of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data. As of December 31, 2021, approximately 17.9% of our goodwill related to our United States electrical construction and facilities services segment, approximately 34.2% related to our United States mechanical construction and facilities services segment, approximately 35.1% related to our United States building services segment, and approximately 12.8% related to our United States industrial services segment.

We performed our annual impairment assessment of all reporting units as of October 1, 2021 and determined there was no impairment of goodwill. Based on these impairment assessments, the fair values of our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment, our United States building services segment, and our United States industrial services segment exceeded their carrying values by approximately $1,516.1 million, $2,772.7 million, $784.2 million, and $40.6 million, respectively.

In completing our annual impairment assessment, we determined the fair value of each of our reporting units using an income approach whereby fair value was calculated utilizing discounted estimated future cash flows, assuming a risk-adjusted industry weighted average cost of capital. The weighted average cost of capital used in our annual impairment testing was 10.4% for our United States construction segments and our United States building services segment, and 11.3% for our United States industrial services segment. These weighted average cost of capital estimates were developed with the assistance of an independent third-party valuation specialist and reflect the overall level of inherent risk within the respective reporting unit and the rate of return a market participant would expect to earn.

Our cash flow projections were derived from our most recent internal forecasts of anticipated revenue growth rates and operating margins, with cash flows beyond the discrete forecast period estimated using a terminal value calculation which incorporated historical and forecasted trends, an estimate of long-term growth rates, and assumptions about the future demand for our services. The perpetual growth rate used for our annual testing was 2.0% for all of our reporting units.

Due to the inherent uncertainties involved in making estimates, our assumptions may change in future periods. Estimates and assumptions made for purposes of our goodwill impairment testing may prove to be inaccurate predictions of the future, and other factors used in assessing fair value, such as the weighted average cost of capital, are outside the control of management. Unfavorable changes in certain of these key assumptions may affect future testing results. For example, keeping all other assumptions constant, a 50 basis point increase in the weighted average cost of capital would cause the estimated fair values of our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment, our United States building services segment, and our United States industrial services segment to decrease by approximately $103.6 million, $185.5 million, $74.5 million, and $25.9 million, respectively. In addition, keeping all other assumptions constant, a 50 basis point reduction in the perpetual growth rate would cause the estimated fair values of our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment, our United States building services segment, and our United States industrial services segment to decrease by approximately $52.4 million, $95.9 million, $35.8 million, and $9.5 million, respectively. Given the amounts by which the fair value exceeds the carrying value for each of our reporting units, the decreases in estimated fair values described above would not have significantly impacted the results of our impairment tests. Further, for each of our reporting units, other than our United States industrial services segment, a 10% decline in the estimated fair value of such reporting unit, due to other changes in our assumptions, including forecasted future cash flows, would not have significantly impacted the results of our impairment tests. In the case of our United States industrial services segment, however, such a 10% decrease would cause the estimated fair value of this reporting unit to approximate its carrying value.

Identifiable Intangible Assets and Other Long-Lived Assets

As of December 31, 2021 and 2020, net identifiable intangible assets (primarily consisting of our customer relationships, subsidiary trade names, developed technology/vendor network, and contract backlog) arising out of the acquisition of businesses were $589.4 million and $582.9 million, respectively. The determination of related estimated useful lives for identifiable intangible assets and whether those assets are impaired involves significant judgments based upon short- and long-term projections of future performance. These forecasts reflect assumptions regarding anticipated macroeconomic conditions as well as our ability to successfully integrate acquired businesses.

Absent earlier indicators of impairment, we test for impairment of subsidiary trade names that are not subject to amortization on an annual basis (October 1). In addition, we review for impairment of identifiable intangible assets that are being amortized as well as other long-lived assets whenever facts and circumstances indicate that their carrying values may not be fully recoverable.

As of October 1, 2021, we performed our annual impairment testing of all subsidiary trade names that are not subject to amortization and determined that there was no impairment of these assets. In performing this impairment assessment, we considered the sensitivity of the reported amounts to the methods, assumptions, and estimates underlying our testing. For example, we performed sensitivity analyses and concluded that, individually, none of the following changes in estimates or assumptions would have significantly impacted the results of our testing or resulted in an impairment of our subsidiary trade names: (a) a 50 basis point increase in the discount rate utilized in our testing, (b) a 50 basis point decline in the perpetual growth rate utilized in our testing, or (c) a 10% decrease in the estimated fair value of each trade name.

With respect to identifiable intangible assets that are being amortized as well as other long-lived assets, we did not identify any circumstances indicating that their carrying values may not be fully recoverable and, therefore, no impairment testing was required for these assets during the year ended December 31, 2021.

Other Considerations

As referenced above, impairment testing is based upon assumptions and estimates determined by management from a review of our operating results and business plans as well as forecasts of anticipated growth rates and margins, among other considerations. In addition, estimates of weighted average costs of capital are developed with the assistance of an independent third-party valuation specialist. These assumptions and estimates may change in future periods, especially in consideration of the uncertainty created by the COVID-19 pandemic and its potential impact on the broader economy and our results of operations in future periods, particularly with respect to our United States industrial services segment. Significant adverse changes to external market conditions or our internal forecasts, if any, could result in future impairment charges. It is not possible at this time to determine if any future impairment charge will result or, if it does, whether such a charge would be material to our results of operations.

Refer to Note 8 - Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information about our goodwill and identifiable intangible assets as well as our impairment testing, including the $232.8 million of impairment charges recorded during the year ended December 31, 2020. For the year ended December 31, 2019, no impairment of our goodwill or identifiable intangible assets was recognized.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We have not used any derivative financial instruments during the years ended December 31, 2021 and 2020, including trading or speculating on changes in interest rates or commodity prices of materials used in our business.

We are exposed to market risk for changes in interest rates for borrowings under the 2020 Credit Agreement, which provides for a revolving credit facility and a term loan. Borrowings under the 2020 Credit Agreement bear interest at variable rates. For further information on our outstanding debt and borrowing rates, refer to Note 9 - Debt of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data. As of December 31, 2021, there were no direct borrowings outstanding under the 2020 Revolving Credit Facility; however, the balance of the 2020 Term Loan was $256.7 million. Based on the $256.7 million borrowings outstanding under the 2020 Credit Agreement, if overall interest rates were to increase by 100 basis points, interest expense, net of income taxes, would increase by approximately $1.9 million in the next twelve months. Conversely, if overall interest rates were to decrease by 100 basis points, interest expense, net of income taxes, would decrease by approximately $1.9 million in the next twelve months. The 2020 Credit Agreement expires on March 2, 2025.

At the end of 2021, one-week and two-month LIBOR were discontinued. It is expected that the remaining maturities of LIBOR will continue to be published through June 2023. We believe our exposure to market risk associated with the discontinuation of LIBOR is limited as: (a) our 2020 Credit Agreement contains provisions which allow for the use of alternate benchmark rates, (b) we have not historically utilized the maturities that were discontinued in 2021 for any transaction, including borrowings under our 2020 Credit Agreement, and (c) we are not exposed to any other material contracts that reference LIBOR.

We are exposed to construction market risk and its potential related impact on accounts receivable or contract assets on uncompleted contracts. The amounts recorded may be at risk if our customers' ability to pay these obligations is negatively impacted by economic conditions. We continually monitor the creditworthiness of our customers and maintain on-going discussions with customers regarding contract status with respect to change orders and billing terms. Therefore, we believe we take appropriate action to manage market and other risks, but there is no assurance that we will be able to reasonably identify all risks with respect to the collectability of these assets. See also the previous discussion of Accounts Receivable and Allowance for Credit Losses under the heading "Critical Accounting Policies and Estimates" in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Amounts invested in our foreign operations are translated into U.S. dollars at the exchange rates in effect at year end. The resulting translation adjustments are recorded as accumulated other comprehensive (loss) income, a component of equity, in the Consolidated Balance Sheets. We believe our exposure to the effects that fluctuating foreign currencies may have on our consolidated results of operations is limited because our foreign operations primarily invoice customers and collect obligations in their respective local currencies. Additionally, expenses associated with these transactions are generally contracted and paid for in their same local currencies.

In addition, we are exposed to market risk of fluctuations in certain commodity prices of materials, such as copper and steel, which are used as components of supplies or materials utilized in our construction, building services, and industrial services operations. We are also exposed to increases in energy prices, particularly as they relate to gasoline prices for our fleet of approximately 12,000 vehicles. While we believe we can increase our contract prices to adjust for some price increases in commodities, there can be no assurance that such price increases, if they were to occur, would be recoverable. Additionally, our fixed price contracts generally do not allow us to adjust our prices and, as a result, increases in material costs could reduce our profitability with respect to projects in progress. Refer to Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations for further discussion regarding the impact of fluctuations in commodity and material prices on our results of operations for the year ended December 31, 2021.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED BALANCE SHEETS

(In thousands, except share and per share data)

	December 31, 2021	December 31, 2020
ASSETS		
Current assets:		
Cash and cash equivalents	$ 821,345	$ 902,867
Accounts receivable, less allowance for credit losses of $23,534 and $18,031, respectively	2,204,519	1,922,096
Contract assets	230,143	171,956
Inventories	54,098	53,338
Prepaid expenses and other	80,889	70,679
Total current assets	3,390,994	3,120,936
Property, plant and equipment, net	152,066	158,427
Operating lease right-of-use assets	260,778	242,155
Goodwill	890,268	851,783
Identifiable intangible assets, net	589,365	582,893
Other assets	157,975	107,646
Total assets	$ 5,441,446	$ 5,063,840
LIABILITIES AND EQUITY		
Current liabilities:		
Current maturities of long-term debt and finance lease liabilities	$ 16,235	$ 16,910
Accounts payable	734,275	671,886
Contract liabilities	788,134	722,252
Accrued payroll and benefits	490,867	450,955
Other accrued expenses and liabilities	274,406	247,597
Operating lease liabilities, current	57,814	53,632
Total current liabilities	2,361,731	2,163,232
Long-term debt and finance lease liabilities	245,450	259,619
Operating lease liabilities, long-term	220,836	205,362
Other long-term obligations	360,340	382,383
Total liabilities	3,188,357	3,010,596
Equity:		
EMCOR Group, Inc. stockholders' equity:		
Preferred stock, $0.10 par value, 1,000,000 shares authorized, zero issued and outstanding	—	—
Common stock, $0.01 par value, 200,000,000 shares authorized, 60,737,006 and 60,571,140 shares issued, respectively	607	606
Capital surplus	61,874	47,464
Accumulated other comprehensive loss	(83,562)	(109,233)
Retained earnings	2,835,504	2,480,321
Treasury stock, at cost 7,437,268 and 5,815,240 shares, respectively	(562,036)	(366,490)
Total EMCOR Group, Inc. stockholders' equity	2,252,387	2,052,668
Noncontrolling interests	702	576
Total equity	2,253,089	2,053,244
Total liabilities and equity	$ 5,441,446	$ 5,063,840

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF OPERATIONS
For The Years Ended December 31,
(In thousands, except per share data)

	2021	2020	2019
Revenues	$ 9,903,580	$ 8,797,061	$ 9,174,611
Cost of sales	8,401,843	7,401,679	7,818,743
Gross profit	1,501,737	1,395,382	1,355,868
Selling, general and administrative expenses	970,937	903,584	893,453
Restructuring expenses	—	2,214	1,523
Impairment loss on goodwill, identifiable intangible assets, and other long-lived assets	—	232,750	—
Operating income	530,800	256,834	460,892
Net periodic pension (cost) income	3,625	2,980	1,553
Interest expense	(6,071)	(9,009)	(13,821)
Interest income	949	1,521	2,265
Income before income taxes	529,303	252,326	450,889
Income tax provision	145,602	119,383	125,749
Net income including noncontrolling interests	383,701	132,943	325,140
Net income attributable to noncontrolling interests	169	—	—
Net income attributable to EMCOR Group, Inc.	$ 383,532	$ 132,943	$ 325,140
Basic earnings per common share	$ 7.09	$ 2.41	$ 5.78
Diluted earnings per common share	$ 7.06	$ 2.40	$ 5.75
Dividends declared per common share	$ 0.52	$ 0.32	$ 0.32

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
For The Years Ended December 31,
(In thousands)

	2021	2020	2019
Net income including noncontrolling interests	$ 383,701	$ 132,943	$ 325,140
Other comprehensive income (loss), net of tax:			
Foreign currency translation adjustments	(360)	2,088	1,689
Changes in post retirement plans (1)	26,031	(22,033)	(3,315)
Other comprehensive income (loss)	25,671	(19,945)	(1,626)
Comprehensive income	409,372	112,998	323,514
Comprehensive income attributable to noncontrolling interests	169	—	—
Comprehensive income attributable to EMCOR Group, Inc.	$ 409,203	$ 112,998	$ 323,514

(1) Net of tax (provision) benefit of $(8.7) million, $5.1 million, and $0.7 million for the years ended December 31, 2021, 2020, and 2019, respectively.

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF CASH FLOWS
For The Years Ended December 31,
(In thousands)

	2021	2020	2019
Cash flows - operating activities:			
Net income including noncontrolling interests	$ 383,701	$ 132,943	$ 325,140
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	48,347	46,721	43,945
Amortization of identifiable intangible assets	64,089	59,950	48,142
Provision for credit losses	8,041	3,269	2,628
Deferred income taxes	9,517	(36,354)	1,701
Gain on sale or disposal of property, plant and equipment	(782)	(122)	(3,981)
Excess tax benefits from share-based compensation	(828)	(191)	(984)
Equity loss (income) from unconsolidated entities	1,170	(14)	2,990
Non-cash expense for amortization of debt issuance costs	960	998	1,186
Non-cash expense from contingent consideration arrangements	1,810	649	1,373
Non-cash expense for impairment of goodwill, identifiable intangible assets, and other long- lived assets	—	232,750	—
Non-cash share-based compensation expense	11,107	11,151	11,386
Distributions from unconsolidated entities	44	—	1,074
Changes in operating assets and liabilities, excluding the effect of businesses acquired:			
(Increase) decrease in accounts receivable	(246,856)	139,377	(135,954)
(Increase) decrease in inventories	(116)	(12,709)	4,345
(Increase) decrease in contract assets	(50,648)	7,829	(10,111)
Increase (decrease) in accounts payable	54,849	(9,022)	(33,971)
Increase in contract liabilities	44,713	85,142	51,310
Increase in accrued payroll and benefits and other accrued expenses and liabilities	46,573	113,835	49,551
Changes in other assets and liabilities, net	(56,874)	30,164	(4,070)
Net cash provided by operating activities	318,817	806,366	355,700
Cash flows - investing activities:			
Payments for acquisitions of businesses, net of cash acquired	(118,239)	(50,357)	(300,980)
Proceeds from sale or disposal of property, plant and equipment	2,754	3,463	5,487
Purchases of property, plant and equipment	(36,192)	(47,969)	(48,432)
Investments in and advances to unconsolidated entities	(1,595)	—	(2,252)
Distributions from unconsolidated entities	196	—	838
Net cash used in investing activities	(153,076)	(94,863)	(345,339)
Cash flows - financing activities:			
Proceeds from revolving credit facility	—	200,000	50,000
Repayments of revolving credit facility	—	(250,000)	(25,000)
Proceeds from long-term debt	—	300,000	—
Repayments of long-term debt and debt issuance costs	(13,875)	(286,987)	(15,198)
Repayments of finance lease liabilities	(4,189)	(4,470)	(4,571)
Dividends paid to stockholders	(28,163)	(17,674)	(17,950)
Repurchases of common stock	(195,546)	(112,553)	—
Taxes paid related to net share settlements of equity awards	(4,210)	(2,640)	(6,451)
Issuances of common stock under employee stock purchase plan	7,328	6,557	6,090
Payments for contingent consideration arrangements	(6,758)	(4,070)	(5,917)
Distributions to noncontrolling interests	(43)	(70)	(250)
Net cash used in financing activities	(245,456)	(171,907)	(19,247)
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	(1,279)	4,046	2,592
(Decrease) increase in cash, cash equivalents, and restricted cash	(80,994)	543,642	(6,294)
Cash, cash equivalents, and restricted cash at beginning of year [(1)]	903,562	359,920	366,214
Cash, cash equivalents, and restricted cash at end of period [(1)]	$ 822,568	$ 903,562	$ 359,920

(1) Includes \$1.2 million, \$0.7 million, \$1.1 million, and \$2.3 million of restricted cash classified as “Prepaid expenses and other” in the Consolidated Balance Sheets as of December 31, 2021, 2020, 2019, and 2018, respectively.

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF EQUITY
For The Years Ended December 31,
(In thousands)

		EMCOR Group, Inc. Stockholders					
	Total	Common stock	Capital surplus	Accumulated other comprehensive loss (1)	Retained earnings	Treasury stock	Noncontrolling interests
Balance, December 31, 2018	$ 1,741,441	$ 601	$ 21,103	$ (87,662)	$ 2,060,440	$ (253,937)	$ 896
Net income including noncontrolling interests	325,140	—	—	—	325,140	—	—
Other comprehensive loss	(1,626)	—	—	(1,626)	—	—	—
Common stock issued under share-based compensation plans	—	3	(3)	—	—	—	—
Tax withholding for common stock issued under share-based compensation plans	(6,451)	—	(6,451)	—	—	—	—
Common stock issued under employee stock purchase plan	6,090	—	6,090	—	—	—	—
Common stock dividends	(17,950)	—	149	—	(18,099)	—	—
Distributions to noncontrolling interests	(250)	—	—	—	—	—	(250)
Share-based compensation expense	11,386	—	11,386	—	—	—	—
Balance, December 31, 2019	$ 2,057,780	$ 604	$ 32,274	$ (89,288)	$ 2,367,481	$ (253,937)	$ 646
Net income including noncontrolling interests	132,943	—	—	—	132,943	—	—
Other comprehensive loss	(19,945)	—	—	(19,945)	—	—	—
Cumulative-effect adjustment (2)	(2,307)	—	—	—	(2,307)	—	—
Common stock issued under share-based compensation plans	2	2	—	—	—	—	—
Tax withholding for common stock issued under share-based compensation plans	(2,640)	—	(2,640)	—	—	—	—
Common stock issued under employee stock purchase plan	6,557	—	6,557	—	—	—	—
Common stock dividends	(17,674)	—	122	—	(17,796)	—	—
Repurchases of common stock	(112,553)	—	—	—	—	(112,553)	—
Distributions to noncontrolling interests	(70)	—	—	—	—	—	(70)
Share-based compensation expense	11,151	—	11,151	—	—	—	—
Balance, December 31, 2020	$ 2,053,244	$ 606	$ 47,464	$ (109,233)	$ 2,480,321	$ (366,490)	$ 576
Net income including noncontrolling interests	383,701	—	—	—	383,532	—	169
Other comprehensive income	25,671	—	—	25,671	—	—	—
Common stock issued under share-based compensation plans	—	1	(1)	—	—	—	—
Tax withholding for common stock issued under share-based compensation plans	(4,210)	—	(4,210)	—	—	—	—
Common stock issued under employee stock purchase plan	7,328	—	7,328	—	—	—	—
Common stock dividends	(28,163)	—	186	—	(28,349)	—	—
Repurchases of common stock	(195,546)	—	—	—	—	(195,546)	—
Distributions to noncontrolling interests	(43)	—	—	—	—	—	(43)
Share-based compensation expense	11,107	—	11,107	—	—	—	—
Balance, December 31, 2021	$ 2,253,089	$ 607	$ 61,874	$ (83,562)	$ 2,835,504	$ (562,036)	$ 702

(1) Represents cumulative foreign currency translation and post retirement liability adjustments of $2.5 million and $(86.1) million, respectively, as of December 31, 2021, $2.9 million and $(112.1) million, respectively, as of December 31, 2020, and $0.8 million and $(90.1) million, respectively, as of December 31, 2019.

(2) Represents adjustment to retained earnings upon the adoption of Accounting Standards Codification Topic 326.

The accompanying notes to consolidated financial statements are an integral part of these statements.

NOTE 1 - NATURE OF OPERATIONS

References to the "Company," "EMCOR," "we," "us," "our" and similar words refer to EMCOR Group, Inc. and its consolidated subsidiaries unless the context indicates otherwise.

We are one of the largest specialty contractors in the United States and a leading provider of electrical and mechanical construction and facilities services, building services, and industrial services. Our services are provided to a broad range of commercial, industrial, utility, and institutional customers through approximately 90 operating subsidiaries, which specialize principally in providing construction services relating to electrical and mechanical systems in all types of facilities and in providing various services relating to the operation, maintenance, and management of those facilities.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its majority-owned subsidiaries and joint ventures. Significant intercompany accounts and transactions have been eliminated. All investments over which we exercise significant influence, but do not control (a 20% to 50% ownership interest), are accounted for using the equity method of accounting. For joint ventures that have been accounted for using the consolidation method of accounting, noncontrolling interests represent the allocation of earnings to our joint venture partners who either have a minority-ownership interest in the joint venture or are not at risk for the majority of losses of the joint venture.

The results of operations of companies acquired have been included in the results of operations from the date of the respective acquisition.

Principles of Preparation

The preparation of the consolidated financial statements, in conformity with accounting principles generally accepted in the United States, requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could materially differ from those estimates.

Our reportable segments and related disclosures reflect certain reclassifications of prior year amounts from our United States electrical construction and facilities services segment to our United States industrial services and our United States building services segments due to changes in our internal reporting structure aimed at realigning our service offerings.

Revenue Recognition

Revenue is recognized when promised goods or services are transferred to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. Refer to Note 3 - Revenue from Contracts with Customers of the notes to consolidated financial statements for additional information.

Cash and Cash Equivalents

For purposes of the consolidated financial statements, we consider all highly liquid instruments with original maturities of three months or less to be cash equivalents. We maintain a centralized cash management system whereby our excess cash balances are invested in high quality short-term money market instruments, which are considered cash equivalents. We have cash balances in certain of our domestic bank accounts that exceed federally insured limits.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable are recognized in the period we deliver goods and services to our customers or when our right to consideration is unconditional. The Company maintains an allowance for credit losses to reduce outstanding receivables to their net realizable value. A considerable amount of judgment is required when determining expected credit losses. Estimates of such losses are recorded when we believe a customer, or group of customers, may not be able to meet their financial obligations due to deterioration in financial condition or credit rating. Factors relevant to our assessment include our prior collection history with our customers, the related aging of past due balances, projections of credit losses based on historical trends in credit quality indicators or past events, and forecasts of future economic conditions. In addition to monitoring delinquent accounts, management reviews the credit quality of its receivables by, among other things, obtaining credit ratings of significant customers, assessing economic and market conditions, and evaluating material changes to a customer's business, cash flows, and financial condition.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

At December 31, 2021 and 2020, our accounts receivable of $2,204.5 million and $1,922.1 million, respectively, were recorded net of allowances for credit losses of $23.5 million and $18.0 million, respectively. The increase in our allowance for credit losses was predominantly attributable to our evaluation of specific outstanding receivables within our United States industrial services segment. Allowances for credit losses are based on the best facts available and are reassessed and adjusted on a regular basis as additional information is received. Should anticipated collections fail to materialize, or if future economic conditions compare unfavorably to our forecasts, we could experience an increase in our credit losses. The provision for credit losses during 2021, 2020, and 2019 amounted to approximately $8.0 million, $3.3 million, and $2.6 million, respectively.

The change in the allowance for credit losses for the year ended December 31, 2021 was as follows (in thousands):

Balance at December 31, 2020	$	18,031
Provision for credit losses		8,041
Amounts written off against the allowance, net of recoveries		(2,538)
Balance at December 31, 2021	$	23,534

Inventories

Inventories are stated at the lower of cost or net realizable value. Cost is determined principally using the average cost method.

Leases

At the inception of a contract, we determine whether the arrangement is or contains a lease. Leases are classified as either operating or finance, based on our evaluation of certain criteria. With the exception of short-term leases (leases with an initial term of 12 months or less), we record right-of-use assets and corresponding lease liabilities on the Consolidated Balance Sheets for all leases with contractual fixed payments. Lease liabilities are measured at the present value of remaining lease payments, while right-of-use assets are initially set equal to the lease liability, as adjusted for any payments made prior to lease commencement, lease incentives, and any initial direct costs incurred by us. For operating leases, rent expense is recognized on a straight-line basis over the term of the lease, and right-of-use assets are subsequently re-measured to reflect the effect of uneven lease payments. For finance leases, right-of-use assets are amortized on a straight-line basis over the lease term. Expenses for finance leases include the amortization of right-of-use assets, which is recorded as depreciation and amortization expense, and interest expense, which reflects interest accrued on the lease liability.

Short-term leases are not recorded on the Consolidated Balance Sheets but are expensed on a straight-line basis over the lease term. The majority of the Company’s short-term leases relate to equipment used on construction projects. Such equipment leases are considered short-term in nature unless it is reasonably certain that the equipment will be leased for a period greater than 12 months.

Refer to Note 16 - Leases of the notes to consolidated financial statements for additional information.

Property, Plant and Equipment

Property, plant and equipment is stated at cost. Depreciation, including amortization of assets under finance leases, is recorded principally using the straight-line method over estimated useful lives of 3 to 10 years for machinery and equipment, 3 to 7 years for vehicles, furniture and fixtures and computer hardware/software, and 25 years for buildings. Leasehold improvements are amortized over the shorter of the remaining lease term or the expected useful life of the improvement.

The carrying values of property, plant and equipment are reviewed for impairment whenever facts and circumstances indicate that the carrying amount may not be fully recoverable. In performing this review for recoverability, property, plant and equipment is assessed for possible impairment by comparing their carrying values to their undiscounted net pre-tax cash flows expected to result from the use of the asset. Impaired assets are written down to their fair values, generally determined based on their estimated future discounted cash flows.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets

Goodwill and indefinite-lived intangible assets, such as trade names, are evaluated at least annually for impairment (each October 1, absent any earlier identified impairment indicators) and are written down if impaired. Identifiable intangible assets with finite lives are amortized over their useful lives and are reviewed for impairment whenever facts and circumstances indicate that their carrying values may not be fully recoverable. See Note 8 - Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets of the notes to consolidated financial statements for additional information.

Insurance Liabilities

We have loss payment deductibles for certain workers' compensation, automobile liability, general liability, and property claims, have self-insured retentions for certain other casualty claims, and are self-insured for employee-related healthcare claims. In addition, we maintain a wholly-owned captive insurance subsidiary to manage certain of our insurance liabilities. Losses are recorded based upon estimates of our liability for claims incurred and for claims incurred but not reported. The liabilities are derived from known facts, historical trends, and industry averages, utilizing the assistance of an independent third-party actuary to determine the best estimate for the majority of these obligations. As of December 31, 2021 and 2020, the estimated current portion of such undiscounted insurance liabilities, included in "Other accrued expenses and liabilities" in the accompanying Consolidated Balance Sheets, were $61.5 million and $48.2 million, respectively. The estimated non-current portion of such undiscounted insurance liabilities included in "Other long-term obligations" as of December 31, 2021 and 2020 were $242.4 million and $192.8 million, respectively. The current portion of anticipated insurance recoveries of $26.4 million and $14.4 million as of December 31, 2021 and 2020, respectively, were included in "Prepaid expenses and other" and the non-current portion of anticipated insurance recoveries of $99.0 million and $54.3 million as of December 31, 2021 and 2020, respectively, were included in "Other assets" in the accompanying Consolidated Balance Sheets. These balances increased from December 31, 2020 as a result of revised estimates for claims on which we expect substantial coverage by insurance.

Foreign Operations

The financial statements and transactions of our foreign subsidiaries are maintained in their functional currency and translated into U.S. dollars when preparing our consolidated financial statements. Statements of operations, comprehensive income, and cash flows are translated using weighted average monthly exchange rates, while balance sheets are translated at month-end exchange rates. Translation adjustments are recorded as "Accumulated other comprehensive loss," a separate component of "Equity."

Income Taxes

The Company follows the liability method of accounting for income taxes. Under this method, deferred income tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial statement and income tax bases of assets and liabilities as well as for net operating loss and tax credit carryforwards. Deferred income taxes are valued using enacted tax rates expected to be in effect when income taxes are paid or recovered, with the effect of a change in tax laws or rates recognized in the statement of operations in the periods in which such change is enacted. The ultimate realization of deferred income tax assets is dependent upon the generation of future taxable income during the period in which those temporary differences become deductible. Deferred income taxes are recorded net of a valuation allowance when it is more likely than not that all or a portion of a deferred tax asset will not be realized. In making such determination, we consider all available evidence, including projections of future taxable income, tax-planning strategies, and recent results of operations.

Tax benefits associated with uncertain tax positions are recognized only if it is more likely than not that the tax position would be sustained on its technical merits. For positions not meeting the "more likely than not" test, no tax benefit is recognized. To the extent interest and penalties may be assessed related to unrecognized tax benefits, we record accruals for such amounts as a component of the income tax provision. We had no unrecognized income tax benefits as of December 31, 2021 and 2020.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Valuation of Share-Based Compensation Plans

Our share-based compensation plans and programs are administered by our Board of Directors or its Compensation and Personnel Committee. See Note 13 - Share-Based Compensation Plans of the notes to consolidated financial statements for additional information regarding these share-based compensation plans and programs.

We recognize all share-based payments issued to acquire goods or services in the statement of operations based on the fair value of such payments. Compensation expense related to share-based awards is generally recognized on a straight-line basis over the requisite service period, which is generally the vesting period. The benefits of tax deductions in excess of recognized compensation expense are recognized in the Consolidated Statements of Operations when the underlying awards vest or are settled.

New Accounting Pronouncements

On January 1, 2021, we adopted the accounting pronouncement issued by the Financial Accounting Standards Board ("FASB") that simplifies the accounting for income taxes by eliminating certain exceptions to the guidance in Accounting Standards Codification ("ASC") 740 related to intraperiod tax allocations and the methodology for calculating income taxes in an interim period. The guidance also simplifies aspects of the accounting for franchise taxes as well as enacted changes in tax laws or rates and clarifies the accounting for transactions that result in a step-up in the tax basis of goodwill. The adoption of this accounting pronouncement did not have a material impact on our financial position and/or results of operations.

The Company is currently evaluating the impact of an accounting standards update issued by the FASB, which provides temporary optional expedients and exceptions to existing U.S. GAAP. This guidance is aimed at easing the financial reporting burdens related to reference rate reform, including the expected market transition from LIBOR, or other interbank offered rates, to alternative reference rates. Such accounting pronouncement allows entities to account for and present certain contract modifications, which occur before December 31, 2022 and result from the transition to an alternative reference rate, as an event that does not require remeasurement at the modification date or reassessment of a previous accounting determination. While we are still evaluating the impact of this pronouncement, we do not anticipate that it will have a material impact on our financial position and/or results of operations, as we are not exposed to any contracts that reference LIBOR, other than our credit agreement dated as of March 2, 2020, which contains provisions that allow for the amendment of such agreement to use alternative reference rates in the event of the discontinuation of LIBOR.

In October 2021, an accounting pronouncement was issued by the FASB, which changes how an entity accounts for revenue contracts it acquires in a business combination. The pronouncement requires entities to apply the revenue recognition guidance within ASC 606 to recognize and measure contract assets and liabilities from contracts with customers in a business combination, creating an exception to the fair value recognition and measurement principle typically utilized when valuing acquired assets. The guidance is aimed at improving comparability by addressing when an acquirer should recognize a contract asset or contract liability, as well as how such assets and liabilities should be measured, and will generally result in companies recognizing contract assets and contract liabilities at amounts consistent with those recorded by the target entity prior to acquisition. This guidance is effective for public business entities for fiscal years beginning after December 15, 2022, with early adoption permitted. We are currently evaluating the potential impact of this accounting pronouncement; however, we do not believe that its adoption will have a material impact on our financial position and/or results of operations.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS

The Company recognizes revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which we expect to be entitled in exchange for those goods or services by applying the following five step model:

(1) Identify the contract with a customer

A contract with a customer exists when: (a) the parties have approved the contract and are committed to perform their respective obligations, (b) the rights of the parties can be identified, (c) payment terms can be identified, (d) the arrangement has commercial substance, and (e) collectability of consideration is probable. Judgment is required when determining if the contractual criteria are met, specifically in the earlier stages of a project when a formally executed contract may not yet exist. In these situations, the Company evaluates all relevant facts and circumstances, including the existence of other forms of documentation or historical experience with our customers that may indicate a contractual agreement is in place and revenue should be recognized. In determining if the collectability of consideration is probable, the Company considers the customer's ability and intention to pay such consideration through an evaluation of several factors, including an assessment of the creditworthiness of the customer and our prior collection history with such customer.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

(2) Identify the performance obligations in the contract

At contract inception, the Company assesses the goods or services promised in a contract and identifies, as a separate performance obligation, each distinct promise to transfer goods or services to the customer. The identified performance obligations represent the “unit of account” for purposes of determining revenue recognition. In order to properly identify separate performance obligations, the Company applies judgment in determining whether each good or service provided is: (a) capable of being distinct, whereby the customer can benefit from the good or service either on its own or together with other resources that are readily available to the customer, and (b) distinct within the context of the contract, whereby the transfer of the good or service to the customer is separately identifiable from other promises in the contract.

In addition, when assessing performance obligations within a contract, the Company considers the warranty provisions included within such contract. To the extent the warranty terms provide the customer with an additional service, other than assurance that the promised good or service complies with agreed upon specifications, such warranty is accounted for as a separate performance obligation. In determining whether a warranty provides an additional service, the Company considers each warranty provision in comparison to warranty terms which are standard in the industry.

Our contracts are often modified through change orders to account for changes in the scope and price of the goods or services we are providing. Although the Company evaluates each change order to determine whether such modification creates a separate performance obligation, the majority of our change orders are for goods or services that are not distinct within the context of our original contract and, therefore, are not treated as separate performance obligations.

(3) Determine the transaction price

The transaction price represents the amount of consideration to which the Company expects to be entitled in exchange for transferring promised goods or services to our customers. The consideration promised within a contract may include fixed amounts, variable amounts, or both. To the extent the performance obligation includes variable consideration, including contract bonuses and penalties that can either increase or decrease the transaction price, the Company estimates the amount of variable consideration to be included in the transaction price utilizing one of two prescribed methods, depending on which method better predicts the amount of consideration to which the entity will be entitled. Such methods include: (a) the expected value method, whereby the amount of variable consideration to be recognized represents the sum of probability-weighted amounts in a range of possible consideration amounts, and (b) the most likely amount method, whereby the amount of variable consideration to be recognized represents the single most likely amount in a range of possible consideration amounts. When applying these methods, the Company considers all information that is reasonably available, including historical, current, and estimates of future performance. The expected value method is typically utilized in situations where a contract contains a large number of possible outcomes while the most likely amount method is typically utilized in situations where a contract has only two possible outcomes.

Variable consideration is included in the transaction price only to the extent it is probable, in the Company’s judgment, that a significant future reversal in the amount of cumulative revenue recognized under the contract will not occur when the uncertainty associated with the variable consideration is subsequently resolved. This threshold is referred to as the variable consideration constraint. In assessing whether to apply the variable consideration constraint, the Company considers if factors exist that could increase the likelihood or the magnitude of a potential reversal of revenue, including, but not limited to, whether: (a) the amount of consideration is highly susceptible to factors outside of the Company’s influence, such as the actions of third parties, (b) the uncertainty surrounding the amount of consideration is not expected to be resolved for a long period of time, (c) the Company’s experience with similar types of contracts is limited or that experience has limited predictive value, (d) the Company has a practice of either offering a broad range of price concessions or changing the payment terms and conditions of similar contracts in similar circumstances, and (e) the contract has a large number and broad range of possible consideration amounts.

Pending change orders represent one of the most common forms of variable consideration included within contract value and typically represent contract modifications for which a change in scope has been authorized or acknowledged by our customer but the final adjustment to contract price is yet to be negotiated. In estimating the transaction price for pending change orders, the Company considers all relevant facts, including documented correspondence with the customer regarding acknowledgment of and/or agreement with the modification, as well as historical experience with the customer or similar contractual circumstances. Based upon this assessment, the Company estimates the transaction price, including whether the variable consideration constraint should be applied.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Contract claims are another form of variable consideration which is common within our industry. Claim amounts represent revenue that has been recognized for contract modifications that are not submitted or are in dispute as to both scope and price. In estimating the transaction price for claims, the Company considers all relevant facts available. However, given the uncertainty surrounding claims, including the potential long-term nature of dispute resolution and the broad range of possible consideration amounts, there is an increased likelihood that any additional contract revenue associated with contract claims is constrained. The resolution of claims involves negotiations and, in certain cases, litigation. In the event litigation costs are incurred by us in connection with claims, such litigation costs are expensed as incurred, although we may seek to recover these costs.

For some transactions, the receipt of consideration does not match the timing of the transfer of goods or services to the customer. For such contracts, the Company evaluates whether this timing difference represents a financing arrangement within the contract. Although rare, if a contract is determined to contain a significant financing component, the Company adjusts the promised amount of consideration for the effects of the time value of money when determining the transaction price of such contract. Although our customers may retain a portion of the contract price until completion of the project and final contract settlement, these retainage amounts are not considered a significant financing component as the intent of the withheld amounts is to provide the customer with assurance that we will complete our obligations under the contract rather than to provide financing to the customer. In addition, although we may be entitled to advanced payments from our customers on certain contracts, these advanced payments generally do not represent a significant financing component as the payments are used to meet working capital demands that can be higher in the early stages of a contract, as well as to protect us from our customer failing to meet its obligations under the contract.

Changes in the estimates of transaction prices are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. Such changes in estimates can result in the recognition of revenue in a current period for performance obligations which were satisfied or partially satisfied in prior periods. Such changes in estimates may also result in the reversal of previously recognized revenue if the ultimate outcome differs from the Company’s previous estimate. There were no significant amounts of revenue recognized during the years ended December 31, 2021 or 2019 related to performance obligations satisfied in prior periods. During the year ended December 31, 2020, we recognized revenue of $6.1 million associated with the final settlement of the contract value for two projects within our United States electrical construction and facilities services segment that were completed or substantially completed in prior periods. For each of the years ended December 31, 2021, 2020, and 2019, there were no significant reversals of revenue recognized associated with the revision of transaction prices.

(4) Allocate the transaction price to performance obligations in the contract

For contracts that contain multiple performance obligations, the Company allocates the transaction price to each performance obligation based on a relative standalone selling price. The Company determines the standalone selling price based on the price at which the performance obligation would have been sold separately in similar circumstances to similar customers. If the standalone selling price is not observable, the Company estimates the standalone selling price taking into account all available information such as market conditions and internal pricing guidelines. In certain circumstances, the standalone selling price is determined using an expected profit margin on anticipated costs related to the performance obligation.

(5) Recognize revenue as performance obligations are satisfied

The Company recognizes revenue at the time the related performance obligation is satisfied by transferring a promised good or service to its customers. A good or service is considered to be transferred when the customer obtains control. The Company can transfer control of a good or service and satisfy its performance obligations either over time or at a point in time. The Company transfers control of a good or service over time and, therefore, satisfies a performance obligation and recognizes revenue over time if one of the following three criteria are met: (a) the customer simultaneously receives and consumes the benefits provided by the Company’s performance as we perform, (b) the Company’s performance creates or enhances an asset that the customer controls as the asset is created or enhanced, or (c) the Company’s performance does not create an asset with an alternative use to us, and we have an enforceable right to payment for performance completed to date.

For our performance obligations satisfied over time, we recognize revenue by measuring the progress toward complete satisfaction of that performance obligation. The selection of the method to measure progress towards completion can be either an input method or an output method and requires judgment based on the nature of the goods or services to be provided.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

For our construction contracts, revenue is generally recognized over time as our performance creates or enhances an asset that the customer controls as it is created or enhanced. Our fixed price construction projects generally use a cost-to-cost input method to measure our progress towards complete satisfaction of the performance obligation as we believe it best depicts the transfer of control to the customer which occurs as we incur costs on our contracts. Under the cost-to-cost measure of progress, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the total estimated costs at completion of the performance obligation. For our unit price construction contracts, progress towards complete satisfaction is measured through an output method, such as the number of units produced or delivered, when our performance does not produce significant amounts of work in process or finished goods prior to complete satisfaction of such performance obligations.

For our services contracts, revenue is also generally recognized over time as the customer simultaneously receives and consumes the benefits of our performance as we perform the service. For our fixed price service contracts with specified service periods, revenue is generally recognized on a straight-line basis over such service period when our inputs are expended evenly, and the customer receives and consumes the benefits of our performance throughout the contract term.

The timing of revenue recognition for the manufacturing of new build heat exchangers within our United States industrial services segment depends on the payment terms of the contract, as our performance does not create an asset with an alternative use to us. For those contracts for which we have a right to payment for performance completed to date at all times throughout our performance, inclusive of a cancellation, we recognize revenue over time. For these performance obligations, we use a cost-to-cost input method to measure our progress towards complete satisfaction of the performance obligation as we believe it best depicts the transfer of control to the customer which occurs as we incur costs on our contracts. However, for those contracts for which we do not have a right, at all times, to payment for performance completed to date, we recognize revenue at the point in time when control is transferred to the customer. For bill-and-hold arrangements, revenue is recognized when the customer obtains control of the heat exchanger, which may be prior to shipping if certain recognition criteria are met.

For certain of our revenue streams, such as call-out repair and service work, outage services, refinery turnarounds, and specialty welding services that are performed under time and materials contracts, our progress towards complete satisfaction of such performance obligations is measured using an output method as the customer receives and consumes the benefits of our performance completed to date.

Due to uncertainties inherent in the estimation process, it is possible that estimates of costs to complete a performance obligation will be revised in the near-term. For those performance obligations for which revenue is recognized using a cost-to-cost input method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. When the current estimate of total costs for a performance obligation indicate a loss, a provision for the entire estimated loss on the unsatisfied performance obligation is made in the period in which the loss becomes evident. During each of the years ended December 31, 2021, 2020, and 2019, there were no changes in total estimated costs that had a significant impact on our operating results. In addition, there were no significant losses recognized during each of the years ended December 31, 2021, 2020, and 2019.

Disaggregation of Revenues

Our revenues are principally derived from contracts to provide construction services relating to electrical and mechanical systems, as well as to provide a number of building services and industrial services to our customers. Our contracts are with many different customers in numerous industries. Refer to Note 18 - Segment Information of the notes to consolidated financial statements for additional information on how we disaggregate our revenues by reportable segment, as well as a more complete description of our business.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

The following tables provide further disaggregation of our revenues by categories we use to evaluate our financial performance within each of our reportable segments (in thousands):

	2021	% of Total	2020	% of Total	2019	% of Total
United States electrical construction and facilities services:						
Commercial market sector	$1,059,908	52 %	$ 963,452	53 %	$1,078,200	55 %
Manufacturing market sector	226,644	11 %	241,415	13 %	224,913	11 %
Healthcare market sector	106,412	5 %	72,778	4 %	85,088	4 %
Institutional market sector	177,312	9 %	140,837	8 %	120,991	6 %
Transportation market sector	196,313	10 %	192,656	11 %	209,830	11 %
Water and wastewater market sector	14,962	1 %	6,882	1 %	19,888	1 %
Hospitality market sector	15,342	1 %	23,797	1 %	16,985	1 %
Short duration projects (1)	182,614	9 %	142,542	8 %	170,631	9 %
Service work	39,199	2 %	26,858	1 %	38,500	2 %
	2,018,706		1,811,217		1,965,026	
Less intersegment revenues	(3,240)		(5,125)		(3,228)	
Total segment revenues	$2,015,466		$1,806,092		$1,961,798	

	2021	% of Total	2020	% of Total	2019	% of Total
United States mechanical construction and facilities services:						
Commercial market sector	$1,525,816	39 %	$1,316,013	38 %	$1,185,129	36 %
Manufacturing market sector	523,896	13 %	430,365	12 %	533,699	16 %
Healthcare market sector	489,028	12 %	349,235	10 %	304,622	9 %
Institutional market sector	280,463	7 %	377,780	11 %	313,409	9 %
Transportation market sector	84,503	2 %	70,692	2 %	32,686	1 %
Water and wastewater market sector	213,315	6 %	185,996	5 %	202,428	6 %
Hospitality market sector	38,405	1 %	40,079	1 %	35,385	1 %
Short duration projects (1)	308,467	8 %	343,799	10 %	365,721	11 %
Service work	466,860	12 %	378,054	11 %	378,839	11 %
	3,930,753		3,492,013		3,351,918	
Less intersegment revenues	(7,889)		(6,518)		(11,581)	
Total segment revenues	$3,922,864		$3,485,495		$3,340,337	

(1) Represents those projects which generally are completed within three months or less.

	2021	% of Total	2020	% of Total	2019	% of Total
United States building services:						
Mobile mechanical services	$1,501,919	61 %	$1,282,803	60 %	$1,253,209	59 %
Commercial site-based services	680,351	28 %	587,345	28 %	571,345	27 %
Government site-based services	184,272	7 %	167,990	8 %	176,282	8 %
Energy services	102,350	4 %	95,878	4 %	120,825	6 %
Total segment revenues	$2,468,892		$2,134,016		$2,121,661	

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

	2021	% of Total	2020	% of Total	2019	% of Total
United States industrial services:						
Field services	$ 853,143	86 %	$ 813,872	86 %	$1,162,321	88 %
Shop services	133,264	14 %	127,023	14 %	165,235	12 %
Total segment revenues	$ 986,407		$ 940,895		$1,327,556	
Total United States operations	$9,393,629		$8,366,498		$8,751,352	

	2021	% of Total	2020	% of Total	2019	% of Total
United Kingdom building services:						
Service work	$ 261,889	51 %	$ 221,373	51 %	$ 212,876	50 %
Project work	248,062	49 %	209,190	49 %	210,383	50 %
Total segment revenues	$ 509,951		$ 430,563		$ 423,259	
Total operations	$9,903,580		$8,797,061		$9,174,611	

Contract Assets and Contract Liabilities

The timing of revenue recognition may differ from the timing of invoicing to customers. Contract assets include unbilled amounts from our construction projects when revenues recognized under the cost-to-cost measure of progress exceed the amounts invoiced to our customers, as the amounts are not yet billable under the terms of our contracts. Such amounts are recoverable from our customers based upon various measures of performance, including achievement of certain milestones, completion of specified units, or completion of a contract. In addition, many of our time and materials arrangements, as well as our contracts to perform turnaround services within the United States industrial services segment, are billed in arrears pursuant to contract terms that are standard within the industry, resulting in contract assets and/or unbilled receivables being recorded as revenue is recognized in advance of billings. Also included in contract assets are amounts we seek or will seek to collect from customers or others for errors or changes in contract specifications or design, contract change orders or modifications in dispute or unapproved as to scope and/or price, or other customer-related causes of unanticipated additional contract costs (claims and unapproved change orders). Our contract assets do not include capitalized costs to obtain and fulfill a contract. Contract assets are generally classified as current within the Consolidated Balance Sheets.

As of December 31, 2021 and 2020, contract assets included unbilled revenues for unapproved change orders of approximately $24.1 million and $15.3 million, respectively. Contract assets as of December 31, 2021 additionally included $2.5 million associated with claims. There were no claim amounts included within accounts receivable as of December 31, 2021 or within contract assets or accounts receivable as of December 31, 2020. There were contractually billed amounts and retention related to contracts with unapproved change orders and claims of approximately $130.7 million and $87.9 million as of December 31, 2021 and 2020, respectively. For contracts in claim status, contractually billed amounts will generally not be paid by the customer to us until final resolution of the related claims.

Contract liabilities from our construction contracts arise when amounts invoiced to our customers exceed revenues recognized under the cost-to-cost measure of progress. Contract liabilities additionally include advanced payments from our customers on certain contracts. Contract liabilities decrease as we recognize revenue from the satisfaction of the related performance obligation and are recorded as either current or long-term, depending upon when we expect to recognize such revenue. The long-term portion of contract liabilities is included in “Other long-term obligations” in the Consolidated Balance Sheets.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Net contract liabilities in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2021 and 2020 (in thousands):

	December 31, 2021	December 31, 2020
Contract assets, current	$ 230,143	$ 171,956
Contract assets, non-current	—	—
Contract liabilities, current	(788,134)	(722,252)
Contract liabilities, non-current	(2,505)	(2,283)
Net contract liabilities	$ (560,496)	$ (552,579)

Included within net contract liabilities were $500.3 million and $496.8 million of net contract liabilities on uncompleted construction projects as of December 31, 2021 and 2020, respectively, as follows (in thousands):

	December 31, 2021	December 31, 2020
Costs incurred on uncompleted construction contracts	$ 11,034,038	$ 10,727,358
Estimated earnings, thereon	1,731,479	1,640,250
	12,765,517	12,367,608
Less: billings to date	13,265,865	12,864,404
	$ (500,348)	$ (496,796)

Contract assets and contract liabilities increased by approximately $8.1 million and $23.2 million, respectively, as a result of acquisitions made by us in 2021. Excluding the impact of acquisitions, net contract liabilities decreased by approximately $7.2 million for the year ended December 31, 2021, primarily as a result of the timing of invoicing to customers on our uncompleted construction projects, which, based on the various stages of completion, included a greater percentage of contracts that were recorded in contract asset positions. There was no significant impairment of contract assets recognized during the periods presented.

Contract Retentions

As of December 31, 2021 and 2020, accounts receivable included $375.3 million and $323.9 million, respectively, of retainage billed under terms of our contracts. These retainage amounts represent amounts which have been contractually invoiced to customers where payments have been partially withheld pending the achievement of certain milestones, satisfaction of other contractual conditions, or completion of the project. We estimate that approximately 90% of the retainage outstanding as of December 31, 2021 will be collected during 2022.

As of December 31, 2021 and 2020, accounts payable included $71.1 million and $59.8 million, respectively, of retainage withheld under terms of our subcontracts. These retainage amounts represent amounts invoiced to the Company by our subcontractors where payments have been partially withheld pending the achievement of certain milestones, satisfaction of other contractual conditions, or upon completion of the project. We estimate that approximately 90% of the retainage outstanding as of December 31, 2021 will be paid during 2022.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Transaction Price Allocated to Remaining Unsatisfied Performance Obligations

The following table presents the transaction price allocated to remaining unsatisfied performance obligations ("remaining performance obligations") for each of our reportable segments and their respective percentages of total remaining performance obligations (in thousands, except for percentages):

	December 31, 2021	% of Total
Remaining performance obligations:		
United States electrical construction and facilities services	$ 1,210,568	22 %
United States mechanical construction and facilities services	3,320,359	59 %
United States building services	838,324	15 %
United States industrial services	111,838	2 %
Total United States operations	5,481,089	98 %
United Kingdom building services	118,208	2 %
Total operations	$ 5,599,297	100 %

Our remaining performance obligations at December 31, 2021 were $5.60 billion. Remaining performance obligations increase with awards of new contracts and decrease as we perform work and recognize revenue on existing contracts. We include a project within our remaining performance obligations at such time the project is awarded and agreement on contract terms has been reached. Our remaining performance obligations include amounts related to contracts for which a fixed price contract value is not assigned when a reasonable estimate of the total transaction price can be made.

Remaining performance obligations include unrecognized revenues to be realized from uncompleted construction contracts. Although many of our construction contracts are subject to cancellation at the election of our customers, in accordance with industry practice, we do not limit the amount of unrecognized revenue included within remaining performance obligations for these contracts as the risk of cancellation is very low due to the inherent substantial economic penalty that our customers would incur upon cancellation or termination. We believe our reported remaining performance obligations for our construction contracts are firm and contract cancellations have not had a material adverse effect on us.

Remaining performance obligations also include unrecognized revenues expected to be realized over the remaining term of service contracts. However, to the extent a service contract includes a cancellation clause which allows for the termination of such contract by either party without a substantive penalty, the remaining contract term, and therefore, the amount of unrecognized revenues included within remaining performance obligations, is limited to the notice period required for the termination.

Our remaining performance obligations are comprised of: (a) original contract amounts, (b) change orders for which we have received written confirmations from our customers, (c) pending change orders for which we expect to receive confirmations in the ordinary course of business, (d) claim amounts that we have made against customers for which we have determined we have a legal basis under existing contractual arrangements and as to which the variable consideration constraint does not apply, and (e) other forms of variable consideration to the extent that such variable consideration has been included within the transaction price of our contracts. Such claim and other variable consideration amounts were immaterial for all periods presented.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Refer to the table below for additional information regarding our remaining performance obligations, including an estimate of when we expect to recognize such remaining performance obligations as revenue (in thousands):

	Within one year	Greater than one year
Remaining performance obligations:		
United States electrical construction and facilities services	$ 1,073,432	$ 137,136
United States mechanical construction and facilities services	2,640,609	679,750
United States building services	751,602	86,722
United States industrial services	111,838	—
Total United States operations	4,577,481	903,608
United Kingdom building services	92,371	25,837
Total operations	$ 4,669,852	$ 929,445

NOTE 4 - ACQUISITIONS OF BUSINESSES

Acquisitions are accounted for utilizing the acquisition method of accounting and the prices paid for them are allocated to their respective assets and liabilities based upon the estimated fair value of such assets and liabilities at the dates of their respective acquisition by us.

During 2021, we acquired eight companies for total consideration of $131.2 million. Such acquisitions include: (a) two companies, the results of operations of which have been included within our United States mechanical construction and facilities services segment, consisting of: (i) a company that provides mechanical services within the Southern region of the United States and (ii) a company that provides fire protection services in the Midwestern region of the United States, (b) two companies that provide electrical construction services for a broad array of customers in the Midwestern region of the United States, the results of operations of which have been included in our United States electrical construction and facilities services segment, and (c) four companies, the results of operations of which have been included within our United States building services segment, consisting of: (i) a company that provides mobile mechanical services across North Texas and (ii) three companies that bolster our presence in geographies where we have existing operations and provide either mobile mechanical services or building automation and controls solutions. In connection with these acquisitions, we acquired working capital of $22.9 million and other net liabilities of $0.6 million, including certain deferred tax liabilities, and have preliminarily ascribed $38.3 million to goodwill and $70.6 million to identifiable intangible assets.

During 2020, we acquired three companies for total consideration of $50.3 million. Such acquisitions include: (a) a company that provides building automation and controls solutions within the Northeastern region of the United States, (b) a full service provider of mechanical services in the Washington, D.C. metro area, and (c) a company that provides mobile mechanical services in the Southern region of the United States. The results of operations for all three companies have been included within our United States building services segment. In connection with these acquisitions, we acquired working capital of $3.0 million and other net liabilities of $3.9 million and have ascribed $13.1 million to goodwill and $38.1 million to identifiable intangible assets.

On November 1, 2019, we completed the acquisition of Batchelor & Kimball, Inc. (“BKI”), a leading full service provider of mechanical construction and maintenance services. This acquisition strengthens our position and broadens our capabilities in the Southern and Southeastern regions of the United States, and the results of its operations have been included within our United States mechanical construction and facilities services segment. Under the terms of the transaction, we acquired 100% of BKI’s outstanding capital stock for total consideration of approximately $220.3 million. In connection with the acquisition of BKI, we acquired working capital of $29.8 million and other net assets of $4.9 million and have ascribed $43.9 million to goodwill and $141.7 million to identifiable intangible assets. Goodwill is calculated as the excess of the consideration transferred over the fair value of the net assets acquired and represents the future economic benefits expected from this strategic acquisition. The weighted average amortization period for the identifiable intangible assets, which consist of a trade name, customer relationships, and contract backlog, is approximately 10.5 years.

NOTE 4 - ACQUISITIONS OF BUSINESSES (Continued)

In addition to BKI, during 2019, we completed six other acquisitions for total consideration of $85.4 million. Such acquisitions include: (a) a company that provides electrical contracting services in central Iowa, the results of operations of which have been included within our United States electrical construction and facilities services segment, (b) a company that provides mechanical contracting services in south-central and eastern Texas, the results of operations of which have been included within our United States mechanical construction and facilities services segment, and (c) four companies within our United States building services segment which bolster our presence in geographies where we have existing operations and provide either mobile mechanical services or building automation and controls solutions. In connection with these acquisitions, we acquired working capital of $25.3 million and other net assets of $1.3 million and have ascribed $29.2 million to goodwill and $29.6 million to identifiable intangible assets.

We expect that the majority of the goodwill acquired in connection with these acquisitions will be deductible for tax purposes. The purchase price allocations for two of the businesses acquired in 2021 are preliminary and subject to change during their respective measurement periods. As we finalize such purchase price allocations, adjustments may be recorded relating to finalization of intangible asset valuations, tax matters, or other items. Although not expected to be significant, such adjustments may result in changes in the valuation of assets and liabilities acquired. The purchase price allocations for the other businesses acquired in 2021 and the businesses acquired in 2020 and 2019 have been finalized during their respective measurement periods with an insignificant impact.

NOTE 5 - EARNINGS PER SHARE

The following tables summarize our calculation of Basic and Diluted Earnings per Common Share (“EPS”) for the years ended December 31, 2021, 2020, and 2019 (in thousands, except share and per share data):

	2021	2020	2019
Numerator:			
Net income attributable to EMCOR Group, Inc. common stockholders	$ 383,532	$ 132,943	$ 325,140
Denominator:			
Weighted average shares outstanding used to compute basic earnings per common share	54,068,982	55,196,173	56,208,280
Effect of dilutive securities—Share-based awards	278,552	225,098	311,001
Shares used to compute diluted earnings per common share	54,347,534	55,421,271	56,519,281
Basic earnings per common share	$ 7.09	$ 2.41	$ 5.78
Diluted earnings per common share	$ 7.06	$ 2.40	$ 5.75

The number of outstanding share-based awards excluded from the computation of diluted EPS for the years ended December 31, 2021, 2020, and 2019 because they would be anti-dilutive were 9,250, 24,450, and 4,800, respectively.

NOTE 6 - INVENTORIES

Inventories in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2021 and 2020 (in thousands):

	December 31, 2021	December 31, 2020
Raw materials and construction materials	$ 46,186	$ 42,240
Work in process	7,912	11,098
Inventories	$ 54,098	$ 53,338

NOTE 7 - PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2021 and 2020 (in thousands):

	December 31, 2021	December 31, 2020
Machinery and equipment	$ 188,022	$ 176,031
Vehicles	65,946	61,624
Furniture and fixtures	23,698	23,724
Computer hardware/software	108,830	111,846
Land, buildings and leasehold improvements	127,736	124,309
Construction in progress	6,125	7,754
Finance lease right-of-use assets (1)	7,666	9,638
	528,023	514,926
Accumulated depreciation and amortization	(375,957)	(356,499)
	$ 152,066	$ 158,427

(1) Finance lease right-of-use assets are recorded net of accumulated amortization.

Depreciation and amortization expense related to property, plant and equipment, including finance leases, was $48.3 million, $46.7 million, and $43.9 million for the years ended December 31, 2021, 2020, and 2019, respectively.

NOTE 8 - GOODWILL, IDENTIFIABLE INTANGIBLE ASSETS, AND OTHER LONG-LIVED ASSETS

Goodwill

In connection with our acquisition of businesses, we have recorded goodwill, which represents the excess of the consideration transferred over the fair value of the net tangible and identifiable intangible assets acquired. Our goodwill balance at December 31, 2021 and 2020 was $890.3 million and $851.8 million, respectively, with goodwill attributable to companies acquired in 2021 and 2020 valued at $38.3 million and $13.1 million, respectively. Goodwill is not amortized but instead allocated to its respective reporting unit and evaluated for impairment annually, or more frequently if events or circumstances indicate that the carrying amount of goodwill may be impaired. We have determined that our reporting units are consistent with the reportable segments identified in Note 18 - Segment Information of the notes to consolidated financial statements. As of December 31, 2021, approximately 17.9% of our goodwill related to our United States electrical construction and facilities services segment, approximately 34.2% of our goodwill related to our United States mechanical construction and facilities services segment, approximately 35.1% of our goodwill related to our United States building services segment and approximately 12.8% of our goodwill related to our United States industrial services segment.

Absent any earlier identified impairment indicators, we perform our annual goodwill impairment assessment on October 1 each fiscal year. Qualitative indicators that may trigger the need for interim quantitative impairment testing include, among others, deterioration in macroeconomic conditions, declining financial performance, deterioration in the operational environment, or an expectation of selling or disposing of a portion of a reporting unit. Additionally, an interim impairment test may be triggered by a significant change in business climate, a loss of a significant customer, increased competition, or a sustained decrease in share price. In assessing whether our goodwill is impaired, we compare the fair value of the reporting unit to its carrying amount, including goodwill. If the fair value exceeds the carrying amount, no impairment is recognized. However, if the carrying amount of the reporting unit exceeds the fair value, the goodwill of the reporting unit is impaired and an impairment loss in the amount of the excess is recognized and charged to operations.

We performed our 2021 annual impairment assessment of all reporting units as of October 1, 2021, and determined there was no impairment of goodwill. In completing our annual impairment assessment, we determined the fair value of each of our reporting units using an income approach whereby fair value was calculated utilizing discounted estimated future cash flows, assuming a risk-adjusted industry weighted average cost of capital. The weighted average cost of capital used in our annual impairment testing was 10.4% for our United States construction segments and our United States building services segment, and 11.3% for our United States industrial services segment. These weighted average cost of capital estimates were developed with the assistance of an independent third-party valuation specialist and reflect the overall level of inherent risk within the respective reporting unit and the rate of return a market participant would expect to earn. Our cash flow projections were derived from our most recent internal forecasts of anticipated revenue growth rates and operating margins, with cash flows beyond the discrete forecast period estimated using a terminal value calculation which incorporated historical and forecasted trends, an estimate of long-term growth rates, and assumptions about the future demand for our services. The perpetual growth rate used for our annual testing was 2.0% for all of our reporting units.

NOTE 8 - GOODWILL, IDENTIFIABLE INTANGIBLE ASSETS, AND OTHER LONG-LIVED ASSETS (Continued)

During the second quarter of 2020, we concluded that the carrying amount of our United States industrial services segment exceeded its fair value, resulting in the recognition of a non-cash goodwill impairment charge of $225.5 million which was included within our results of operations for the year ended December 31, 2020. An interim impairment assessment was considered necessary as a result of the significant impact the COVID-19 pandemic and concurrent decline in demand for oil and other refined products had on our near term revenue and operating margin expectations for such segment. The valuation methodology utilized in this prior year interim impairment test was consistent with the approach described above. We did not identify indicators of impairment related to any other reporting unit that would have required an interim impairment assessment during 2020 and there was no other impairment of goodwill recognized for the years ended December 31, 2020 or 2019.

Due to the inherent uncertainties involved in making estimates, our assumptions may change in future periods. Estimates and assumptions made for purposes of our goodwill impairment testing may prove to be inaccurate predictions of the future, and other factors used in assessing fair value, such as the weighted average cost of capital, are outside the control of management. Unfavorable changes in certain of these key assumptions may affect future testing results. For example, keeping all other assumptions constant, a 50 basis point increase in the weighted average cost of capital would cause the estimated fair values of our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment, our United States building services segment, and our United States industrial services segment to decrease by approximately $103.6 million, $185.5 million, $74.5 million, and $25.9 million, respectively. In addition, keeping all other assumptions constant, a 50 basis point reduction in the perpetual growth rate would cause the estimated fair values of our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment, our United States building services segment, and our United States industrial services segment to decrease by approximately $52.4 million, $95.9 million, $35.8 million, and $9.5 million, respectively. Given the amounts by which the fair value exceeds the carrying value for each of our reporting units, the decreases in estimated fair values described above would not have significantly impacted the results of our 2021 impairment tests. Further, for each of our reporting units, other than our United States industrial services segment, a 10% decline in the estimated fair value of such reporting unit, due to other changes in our assumptions, including forecasted future cash flows, would not have significantly impacted the results of our 2021 impairment tests. In the case of our United States industrial services segment, however, such a decrease would cause the estimated fair value of this reporting unit to approximate its carrying value.

The changes in the carrying amount of goodwill by reportable segment during the years ended December 31, 2021 and 2020 were as follows (in thousands):

	United States electrical construction and facilities services segment	United States mechanical construction and facilities services segment	United States building services segment	United States industrial services segment	Total
Balance at December 31, 2019	$ 142,545	$ 299,220	$ 289,158	$ 332,988	$ 1,063,911
Acquisitions and purchase price adjustments	—	398	12,974	—	13,372
Impairment	—	—	—	(225,500)	(225,500)
Balance at December 31, 2020	142,545	299,618	302,132	107,488	851,783
Acquisitions and purchase price adjustments	24,467	4,269	9,749	—	38,485
Intersegment transfers	(7,500)	—	900	6,600	—
Balance at December 31, 2021	$ 159,512	$ 303,887	$ 312,781	$ 114,088	$ 890,268

The aggregate goodwill balance as of December 31, 2019 included $268.1 million of accumulated impairment charges, which were comprised of $139.5 million within the United States building services segment and $128.6 million within the United States industrial services segment.

NOTE 8 - GOODWILL, IDENTIFIABLE INTANGIBLE ASSETS, AND OTHER LONG-LIVED ASSETS (Continued)

Identifiable Intangible Assets and Other Long-Lived Assets

Our identifiable intangible assets, arising out of the acquisition of businesses, include customer relationships, certain subsidiary trade names, developed technology/vendor network, and contract backlog, all of which are subject to amortization. In addition, our identifiable intangible assets include certain other subsidiary trade names, which are indefinite-lived and therefore not subject to amortization.

Absent earlier indicators of impairment, we test for impairment of subsidiary trade names that are not subject to amortization on an annual basis (October 1). In performing this test, we calculate the fair value of each trade name using the "relief from royalty payments" methodology. This approach involves two steps: (a) estimating reasonable royalty rates for each trade name and (b) applying these royalty rates to a net revenue stream and discounting the resulting cash flows to determine fair value. This fair value is then compared with the carrying value of each trade name. If the carrying amount of the trade name is greater than the implied fair value of the trade name, an impairment in the amount of the excess is recognized and charged to operations. In addition, we review for impairment of identifiable intangible assets that are being amortized as well as other long-lived assets whenever facts and circumstances indicate that their carrying values may not be fully recoverable. This test compares their carrying values to the undiscounted pre-tax cash flows expected to result from the use of the assets. If the assets are impaired, the assets are written down to their fair values, generally determined based on their discounted estimated future cash flows.

For the years ended December 31, 2021 and 2019, no impairment of our indefinite-lived intangible assets, finite-lived intangible assets, or other long-lived assets was recognized.

Given the negative market conditions disclosed above, we evaluated certain of our identifiable intangible assets and other long-lived assets for impairment during the second quarter of 2020. Such assets included those associated with the businesses in our United States industrial services segment. As a result of these assessments, we recorded non-cash impairment charges of $7.3 million, which were included within our results of operations for the year ended December 31, 2020.

Identifiable intangible assets as of December 31, 2021 and 2020 consisted of the following (in thousands):

	December 31, 2021			
	Gross Carrying Amount	Accumulated Amortization	Accumulated Impairment Charge	Total
Customer relationships	$ 717,666	$ (374,764)	$ (4,834)	$ 338,068
Trade names (unamortized)	274,721	—	(58,933)	215,788
Developed technology/Vendor network	95,661	(69,688)	—	25,973
Trade names (amortized)	32,366	(24,180)	—	8,186
Contract backlog	77,995	(76,645)	—	1,350
Total	$ 1,198,409	$ (545,277)	$ (63,767)	$ 589,365

	December 31, 2020			
	Gross Carrying Amount	Accumulated Amortization	Accumulated Impairment Charge	Total
Customer relationships	$ 670,155	$ (324,426)	$ (4,834)	$ 340,895
Trade names (unamortized)	258,471	—	(58,933)	199,538
Developed technology/Vendor network	95,661	(64,994)	—	30,667
Trade names (amortized)	31,516	(23,002)	—	8,514
Contract backlog	72,045	(68,766)	—	3,279
Total	$ 1,127,848	$ (481,188)	$ (63,767)	$ 582,893

NOTE 8 - GOODWILL, IDENTIFIABLE INTANGIBLE ASSETS, AND OTHER LONG-LIVED ASSETS (Continued)

Identifiable intangible assets attributable to businesses acquired in 2021 and 2020 have been valued at $70.6 million and $38.1 million, respectively, and consist of customer relationships, trade names, and contract backlog. See Note 4 - Acquisitions of Businesses of the notes to consolidated financial statements for additional information with respect to acquisitions.

Identifiable intangible assets are amortized in a manner that best approximates the pattern in which the economic benefits of such assets are consumed, which is generally on a straight-line basis. The weighted average amortization periods for the unamortized balances remaining are, in the aggregate, approximately 7.50 years, which are comprised of the following: 7.50 years for customer relationships, 8.50 years for trade names, 5.75 years for developed technology/vendor network, and 0.25 years for contract backlog.

Amortization expense related to identifiable intangible assets with finite lives was $64.1 million, $60.0 million, and $48.1 million for the years ended December 31, 2021, 2020, and 2019, respectively. The following table presents the estimated future amortization expense of identifiable intangible assets in the following years (in thousands):

2022	$ 57,321
2023	54,891
2024	54,240
2025	53,158
2026	47,382
Thereafter	106,585
	$ 373,577

Other Considerations

As referenced above, impairment testing is based upon assumptions and estimates determined by management from a review of our operating results and business plans as well as forecasts of anticipated growth rates and margins, among other considerations. In addition, estimates of weighted average costs of capital are developed with the assistance of an independent third-party valuation specialist. These assumptions and estimates may change in future periods, especially in consideration of the uncertainty created by the COVID-19 pandemic and its potential impact on the broader economy and our results of operations in future periods, particularly with respect to our United States industrial services segment. Significant adverse changes to external market conditions or our internal forecasts, if any, could result in future impairment charges. It is not possible at this time to determine if any future impairment charge will result or, if it does, whether such a charge would be material to our results of operations.

NOTE 9 - DEBT

Debt in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2021 and 2020 (in thousands):

	December 31, 2021	December 31, 2020
Term loan, interest payable at varying amounts through 2025	$ 256,688	$ 270,563
Unamortized debt issuance costs	(3,040)	(4,000)
Finance lease liabilities	8,037	9,966
Total debt	261,685	276,529
Less: current maturities	16,235	16,910
Total long-term debt	$ 245,450	$ 259,619

Credit Agreement

Until March 2, 2020, we had a credit agreement dated as of August 3, 2016, which provided for a $900.0 million revolving credit facility (the “2016 Revolving Credit Facility”) and a $400.0 million term loan (the “2016 Term Loan”) (collectively referred to as the “2016 Credit Agreement”). On March 2, 2020, we amended and restated the 2016 Credit Agreement to provide for a $1.3 billion revolving credit facility (the “2020 Revolving Credit Facility”) and a $300.0 million term loan (the “2020 Term Loan”) (collectively referred to as the “2020 Credit Agreement”) expiring March 2, 2025. We may increase the 2020 Revolving Credit Facility to $1.9 billion if additional lenders are identified and/or existing lenders are willing to increase their current commitments. We may allocate up to $400.0 million of available capacity under the 2020 Revolving Credit Facility to letters of credit for our account or for the account of any of our subsidiaries.

At the Company’s election, borrowings under the 2020 Credit Agreement bear interest at either: (1) a base rate plus a margin of 0.00% to 0.75%, based on certain financial tests, or (2) United States dollar LIBOR (0.10% at December 31, 2021) plus 1.00% to 1.75%, based on certain financial tests. The base rate is determined by the greater of: (a) the prime commercial lending rate announced by Bank of Montreal from time to time (3.25% at December 31, 2021), (b) the federal funds effective rate, plus ½ of 1.00%, (c) the daily one month LIBOR rate, plus 1.00%, or (d) 0.00%. In the event of the discontinuation of LIBOR, our 2020 Credit Agreement contains provisions which allow for the use of alternate benchmark rates. The interest rate in effect at December 31, 2021 was 1.10%. A commitment fee is payable on the average daily unused amount of the 2020 Revolving Credit Facility, which ranges from 0.10% to 0.25%, based on certain financial tests. The fee was 0.10% of the unused amount as of December 31, 2021. Fees for letters of credit issued under the 2020 Revolving Credit Facility range from 0.75% to 1.75% of the respective face amounts of outstanding letters of credit, depending on the nature of the letter of credit, and are computed based on certain financial tests.

As of December 31, 2021 and 2020, the balance of the 2020 Term Loan was $256.7 million and $270.6 million, respectively. As of December 31, 2021 and 2020, there were no direct borrowings outstanding under the 2020 Revolving Credit Facility; however, we had $71.3 million of letters of credit outstanding, which reduce the available capacity under such facility. We capitalized an additional $3.1 million of debt issuance costs associated with the 2020 Credit Agreement. Debt issuance costs are amortized over the life of the agreement as part of interest expense.

Obligations under the 2020 Credit Agreement are guaranteed by most of our direct and indirect subsidiaries and are secured by substantially all of our assets. The 2020 Credit Agreement contains various covenants providing for, among other things, the maintenance of certain financial ratios and certain limitations on the payment of dividends, common stock repurchases, investments, acquisitions, indebtedness, and capital expenditures. We were in compliance with all such covenants as of December 31, 2021 and 2020.

We are required to make annual principal payments on the 2020 Term Loan. Any voluntary prepayments are applied against the outstanding balance of the loan and reduce our future scheduled payments on a ratable basis. Based on our outstanding balance, principal payments of $13.9 million are due on December 31 of each year until maturity, with any remaining unpaid principal and interest due on March 2, 2025.

Finance Lease Liabilities

See Note 16 - Leases of the notes to consolidated financial statements for additional information.

NOTE 10 - FAIR VALUE MEASUREMENTS

For disclosure purposes, we utilize a fair value hierarchy to categorize qualifying assets and liabilities into three broad levels based on the priority of the inputs used to determine their fair values. The hierarchy, which gives the highest priority to unadjusted quoted prices in active markets for identical assets and liabilities and the lowest priority to unobservable inputs, is comprised of the following three levels:

Level 1 – Unadjusted quoted prices in active markets for identical assets and liabilities.

Level 2 – Observable inputs, other than Level 1 inputs, that are directly or indirectly observable for the asset or liability, including quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value drivers are observable.

Level 3 – Unobservable inputs that reflect the reporting entity's own assumptions.

Recurring Fair Value Measurements

The following tables summarize the assets and liabilities carried at fair value measured on a recurring basis as of December 31, 2021 and 2020 (in thousands):

	Assets at Fair Value as of December 31, 2021			
Asset Category	**Level 1**	**Level 2**	**Level 3**	**Total**
Cash and cash equivalents (1)	$ 821,345	$ —	$ —	$ 821,345
Restricted cash (2)	1,223	—	—	1,223
Deferred compensation plan assets (3)	42,344	—	—	42,344
Total	$ 864,912	$ —	$ —	$ 864,912

	Assets at Fair Value as of December 31, 2020			
Asset Category	**Level 1**	**Level 2**	**Level 3**	**Total**
Cash and cash equivalents (1)	$ 902,867	$ —	$ —	$ 902,867
Restricted cash (2)	695	—	—	695
Deferred compensation plan assets (3)	36,491	—	—	36,491
Total	$ 940,053	$ —	$ —	$ 940,053

(1) Cash and cash equivalents consist of deposit accounts and money market funds with original maturity dates of three months or less, which are Level 1 assets. At December 31, 2021 and 2020, we had $336.0 million and $482.2 million, respectively, in money market funds.

(2) Restricted cash is classified as "Prepaid expenses and other" in the Consolidated Balance Sheets. Restricted cash primarily represents cash held in account for use on customer contracts.

(3) Deferred compensation plan assets are classified as "Other assets" in the Consolidated Balance Sheets.

Nonrecurring Fair Value Measurements

We have recorded goodwill and identifiable intangible assets in connection with our business acquisitions. Such assets are measured at fair value at the time of acquisition based on valuation techniques that appropriately represent the methods which would be used by other market participants in determining fair value. In addition, goodwill and intangible assets are tested for impairment using similar valuation methodologies to determine the fair value of such assets. Periodically, we engage an independent third-party valuation specialist to assist with the valuation process, including the selection of appropriate methodologies and the development of market-based assumptions. The inputs used for these nonrecurring fair value measurements represent Level 3 inputs.

Fair Value of Financial Instruments

We believe that the carrying values of our financial instruments, which include accounts receivable and other financing commitments, approximate their fair values due primarily to their short-term maturities and low risk of counterparty default. The carrying value of our debt associated with the 2020 Credit Agreement approximates its fair value due to the variable rate on such debt.

NOTE 11 - INCOME TAXES

For the years ended December 31, 2021, 2020, and 2019, our income tax provision was calculated based on income before income taxes as follows (in thousands):

	2021	2020	2019
United States	$ 497,421	$ 228,181	$ 430,253
Foreign	31,882	24,145	20,636
	$ 529,303	$ 252,326	$ 450,889

Foreign income for each of the years ended December 31, 2021, 2020, and 2019 was predominately earned in the United Kingdom.

The income tax provision for the years ended December 31, 2021, 2020, and 2019 consisted of the following (in thousands):

	2021	2020	2019
Current provision:			
Federal	$ 95,782	$ 115,633	$ 89,264
State and local	35,883	36,182	31,099
Foreign	4,420	3,922	3,685
	136,085	155,737	124,048
Deferred provision (benefit)	9,517	(36,354)	1,701
	$ 145,602	$ 119,383	$ 125,749

For the year ended December 31, 2021, our income tax provision was $145.6 million compared to $119.4 million for the year ended December 31, 2020 and $125.7 million for the year ended December 31, 2019. The increase in the income tax provision for 2021, when compared to 2020, was primarily driven by increased income before income taxes and the effect of certain increases in the deferred state tax provision. The decrease in the income tax provision for 2020, when compared to 2019, was primarily driven by reduced state income taxes, inclusive of a deferred state benefit, resulting from a change in the mix of earnings.

The income tax rates on income before income taxes for the years ended December 31, 2021, 2020, and 2019, were 27.5%, 47.3%, and 27.9%, respectively. The decrease in the 2021 income tax rate, when compared to 2020, and the increase in the 2020 income tax rate, when compared to 2019, was predominantly due to the tax effect, in 2020, of the impairment charges recorded during such year, the majority of which were non-deductible for tax purposes. Refer to Note 8 - Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets of the notes to consolidated financial statements for further discussion regarding such impairment charges.

NOTE 11 - INCOME TAXES (Continued)

Items accounting for the differences between income taxes computed at the federal statutory rate and the income tax provision for the years ended December 31, 2021, 2020, and 2019 were as follows (in thousands):

	2021	2020	2019
Federal income taxes at the statutory rate	$ 111,118	$ 52,989	$ 94,687
State and local income taxes, net of federal tax benefits	31,257	19,290	24,904
Permanent differences	5,316	5,860	7,149
Non-deductible impairment charges	—	40,165	—
Foreign income taxes (including UK statutory rate changes)	(2,241)	(140)	(170)
Other	152	1,219	(821)
	$ 145,602	$ 119,383	$ 125,749

The minimum tax on global intangible low-taxed income for certain earnings of our foreign subsidiaries was approximately $0.1 million for each of the years ended December 31, 2021, 2020, and 2019. The Company recognizes such tax as an expense in the period incurred.

As of December 31, 2021, we had undistributed foreign earnings from certain foreign subsidiaries of approximately $117.1 million. Based on our evaluation, and given that a significant portion of such earnings were subject to tax in prior periods, or are indefinitely reinvested, we have concluded that any taxes associated with the repatriation of such foreign earnings would be immaterial. As of December 31, 2021, the amount of cash held by these foreign subsidiaries was approximately $113.5 million which, if repatriated, should not result in any material federal or state income taxes.

We file a consolidated federal income tax return including all of our U.S. subsidiaries with the Internal Revenue Service. We additionally file income tax returns with various state, local, and foreign tax agencies. Our income tax returns are subject to audit by various taxing authorities and are currently under examination for the years 2017 through 2019.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) was signed into law. The CARES Act provides for various tax relief and tax incentive measures, which did not have a material impact on our results of operations. Certain provisions of the CARES Act, however, did favorably impact our liquidity throughout 2020 as they allowed for the deferral of the employer’s portion of current year Social Security tax payments. Our first installment of these deferred Social Security taxes, totaling approximately $51 million, was repaid in the fourth quarter of 2021, and our second installment of approximately $51 million is expected to be paid in the fourth quarter of 2022.

On December 27, 2020, the Consolidated Appropriations Act, 2021, was signed into law. This act provides for tax relief, as well as an omnibus appropriations package that extends various expiring tax provisions and allows for a 100% tax deduction for the cost of business meals in 2021 and 2022. The Consolidated Appropriations Act did not have a material impact on our income tax provision for the year ended December 31, 2021 and is not expected to have a material impact on our income tax provision for the year ending December 31, 2022.

On March 11, 2021, the American Rescue Plan Act was signed into law. Such act includes certain tax provisions that could have an impact on the Company in future periods, including expanded limits on compensation deductions under Section 162(m) of the Internal Revenue Code for tax years beginning after December 31, 2026. We are currently evaluating the impact that this act may have on our financial position and/or results of operations; however, we anticipate that the expanded provisions of Section 162(m) will result in an increase in our income tax rate for years beginning after December 31, 2026.

NOTE 11 - INCOME TAXES (Continued)

Deferred income tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial statement and income tax bases of assets and liabilities. The deferred income tax assets and deferred income tax liabilities recorded as of December 31, 2021 and 2020 were as follows (in thousands):

	December 31, 2021	December 31, 2020
Deferred income tax assets:		
Excess of amounts expensed for financial statement purposes over amounts deducted for income tax purposes:		
Insurance liabilities	$ 50,316	$ 47,602
Pension liability	—	6,789
Operating lease liabilities	76,451	68,652
Deferred compensation	40,080	36,790
Accrued federal payroll taxes (1)	14,235	27,428
Other (including liabilities and reserves)	31,252	29,816
Total deferred income tax assets	212,334	217,077
Valuation allowance for deferred tax assets	(2,465)	(3,856)
Net deferred income tax assets	209,869	213,221
Deferred income tax liabilities:		
Costs capitalized for financial statement purposes and deducted for income tax purposes:		
Goodwill and identifiable intangible assets	(154,382)	(146,821)
Operating lease right-of-use assets	(71,759)	(64,434)
Depreciation of property, plant and equipment	(25,341)	(23,958)
Pension asset	(1,847)	—
Other	(7,491)	(7,444)
Total deferred income tax liabilities	(260,820)	(242,657)
Net deferred income tax liabilities	$ (50,951)	$ (29,436)

(1) Represents employer Social Security tax payments deferred under the CARES Act.

At December 31, 2021, our net deferred income tax liabilities of $51.0 million were included in "Other long-term obligations" in the accompanying Consolidated Balance Sheet. At December 31, 2020, the components of our net deferred income tax liabilities in the accompanying Consolidated Balance Sheet were included in "Other assets" in the amount of $7.4 million and "Other long-term obligations" in the amount of $36.8 million.

Valuation allowances are established when necessary to reduce deferred income tax assets when it is more likely than not that a tax benefit will not be realized. As of December 31, 2021 and 2020, the total valuation allowance on deferred income tax assets, related to state and local net operating losses and foreign income tax credit carryovers, was approximately $2.5 million and $3.9 million, respectively. The reduction in our valuation allowances at December 31, 2021 was a result of our assessment of recent financial performance and updated projections of future earnings for certain of our subsidiaries, which indicated that we would likely be able to utilize all, or a portion of, certain net operating loss carryforwards, for which we had previously established valuation allowances.

Realization of our deferred income tax assets is dependent on our generating sufficient taxable income in the jurisdictions in which such deferred tax assets will reverse. Although realization is not assured, based on current projections of future taxable income, we believe it is more likely than not that the deferred income tax assets, net of the valuation allowance discussed above, will be realized. However, revisions to our forecasts or declining macroeconomic conditions could result in changes to our assessment of the realization of these deferred income tax assets.

NOTE 12 - COMMON STOCK

As of December 31, 2021 and 2020, there were 53,299,738 and 54,755,900 shares of our common stock outstanding, respectively.

We have paid quarterly dividends since October 25, 2011. We currently pay a regular quarterly dividend of $0.13 per share.

In September 2011, our Board of Directors (the "Board") authorized a share repurchase program allowing us to begin repurchasing shares of our outstanding common stock. Subsequently, the Board has from time to time increased the amount of our common stock that we may repurchase under such program. Since the inception of the repurchase program, the Board has authorized us to repurchase up to $1.45 billion of our outstanding common stock. During the year ended December 31, 2021, we repurchased approximately 1.6 million shares of our common stock for approximately $195.5 million. Since the inception of the repurchase program through December 31, 2021, we have repurchased approximately 19.2 million shares of our common stock for approximately $1.10 billion. As of December 31, 2021, there remained authorization for us to repurchase approximately $350.4 million of our shares. The repurchase program has no expiration date, does not obligate the Company to acquire any particular amount of common stock, and may be suspended, recommenced, or discontinued at any time or from time to time without prior notice. We may repurchase our shares from time to time to the extent permitted by securities laws and other legal requirements, including provisions in our 2020 Credit Agreement placing limitations on such repurchases. The repurchase program has been and will be funded from our operations.

NOTE 13 - SHARE-BASED COMPENSATION PLANS

We have an incentive plan under which stock awards, stock units, and other share-based compensation may be granted to officers, non-employee directors, and key employees of the Company. During 2020, we amended and restated our incentive plan, eliminating the ability to grant new stock options, until such time, if any, as the plan is subsequently amended to provide for the ability to make such grants. Under the terms of this plan, 3,250,000 shares were authorized, and 895,682 shares remain available for grant or issuance as of December 31, 2021. Any issuances under this plan are valued at the fair market value of our common stock on the grant date. Forfeitures are recognized as they occur.

The following table summarizes activity regarding stock options and restricted stock units since December 31, 2018:

Stock Options			Restricted Stock Units		
	Shares	Weighted Average Price		Shares	Weighted Average Price
Balance, December 31, 2018	40,000	$ 24.48	Balance, December 31, 2018	476,586	$ 63.52
Granted	—	—	Granted	169,766	$ 64.34
Expired	—	—	Forfeited	(2,545)	$ 71.88
Exercised	(20,000)	$ 24.48	Vested	(226,229)	$ 51.64
Balance, December 31, 2019	20,000	$ 24.48	Balance, December 31, 2019	417,578	$ 70.24
Granted	—	—	Granted	137,771	$ 81.56
Expired	—	—	Forfeited	(984)	$ 79.17
Exercised	(20,000)	$ 24.48	Vested	(156,447)	$ 72.72
Balance, December 31, 2020	—	—	Balance, December 31, 2020	397,918	$ 73.16
Granted	—	—	Granted	129,859	$ 96.32
Expired	—	—	Forfeited	(2,242)	$ 78.86
Exercised	—	—	Vested	(121,067)	$ 77.86
Balance, December 31, 2021	—	—	Balance, December 31, 2021	404,468	$ 79.16

We recognized approximately $11.1 million, $11.2 million, and $11.4 million of compensation expense for stock units awarded to non-employee directors and employees pursuant to incentive plans for the years ended December 31, 2021, 2020, and 2019, respectively. We have approximately $9.3 million of compensation expense, net of income taxes, which will be recognized over the remaining vesting periods of up to 3 years. In addition, an aggregate of 67,942 restricted stock units granted to current or former non-employee directors vested as of December 31, 2021, but, at the election of such directors, issuance has been deferred for up to 5 years.

NOTE 13 - SHARE-BASED COMPENSATION PLANS (Continued)

The income tax benefit derived in 2021, 2020, and 2019 as a result of share-based compensation was approximately $2.6 million, $1.9 million, and $2.6 million, respectively, of which approximately $0.8 million, $0.2 million, and $1.0 million, respectively, represented excess tax benefits.

The total intrinsic value (the amounts by which the stock price exceeded the exercise price on the date of exercise) of options that were exercised during both 2020 and 2019 was approximately $1.2 million. There were no options outstanding at December 31, 2021 and 2020, however, the aggregate intrinsic value of options outstanding and exercisable as of December 31, 2019 was approximately $1.2 million.

We have an employee stock purchase plan. Under the terms of this plan, the maximum number of shares of our common stock that may be purchased is 3,000,000 shares. Generally, our corporate employees and non-union employees of our United States subsidiaries are eligible to participate in this plan. Employees covered by collective bargaining agreements generally are not eligible to participate in this plan.

NOTE 14 - RETIREMENT PLANS

Defined Benefit Plans

The funded status of our defined benefit plans, which represents the difference between the fair value of plan assets and the projected benefit obligations, is recognized in the Consolidated Balance Sheets with a corresponding adjustment to accumulated other comprehensive income (loss). Gains and losses for the differences between actuarial assumptions and actual results are recognized through accumulated other comprehensive income (loss). These amounts will be subsequently recognized as net periodic pension cost (income) within the Consolidated Statement of Operations, as described further below.

Our United Kingdom subsidiary has a defined benefit pension plan covering all eligible employees (the "UK Plan"); however, no individual joining the company after October 31, 2001 may participate in the UK Plan. On May 31, 2010, we curtailed the future accrual of benefits for active employees under such plan.

The change in benefit obligations and assets of the UK Plan for the years ended December 31, 2021 and 2020 consisted of the following components (in thousands):

	2021	2020
Change in pension benefit obligation		
Benefit obligation at beginning of year	$ 383,142	$ 322,766
Interest cost	5,326	6,401
Actuarial (gain) loss	(22,071)	50,863
Benefits paid	(13,939)	(10,029)
Foreign currency exchange rate changes	(3,311)	13,141
Benefit obligation at end of year	349,147	383,142
Change in pension plan assets		
Fair value of plan assets at beginning of year	347,411	307,001
Actual return on plan assets	21,809	34,380
Employer contributions	4,956	4,665
Benefits paid	(13,939)	(10,029)
Foreign currency exchange rate changes	(3,705)	11,394
Fair value of plan assets at end of year	356,532	347,411
Funded (unfunded) status at end of year	$ 7,385	$ (35,731)

The overfunded status of the UK Plan of $7.4 million at December 31, 2021 and the underfunded status of the UK Plan of $35.7 million at December 31, 2020 are included in "Other Assets" and "Other long-term obligations," respectively, in the accompanying Consolidated Balance Sheets. No plan assets are expected to be returned to us during the year ending December 31, 2022.

NOTE 14 - RETIREMENT PLANS (Continued)

The weighted average assumptions used to determine benefit obligations as of December 31, 2021 and 2020 were as follows:

	2021	2020
Discount rate	1.8 %	1.4 %

The below table shows certain information for the UK Plan, as of December 31, 2020, when the accumulated benefit obligation was in excess of plan assets (in thousands):

	December 31, 2020
Projected benefit obligation	$ 383,142
Accumulated benefit obligation	$ 383,142
Fair value of plan assets	$ 347,411

The components of net periodic pension cost (income) of the UK Plan for the years ended December 31, 2021, 2020, and 2019 were as follows (in thousands):

	2021	2020	2019
Interest cost	$ 5,326	$ 6,401	$ 7,961
Expected return on plan assets	(12,726)	(12,023)	(12,165)
Amortization of unrecognized loss	3,642	2,389	2,342
Net periodic pension cost (income)	$ (3,758)	$ (3,233)	$ (1,862)

The weighted average assumptions used to determine net periodic pension cost for the years ended December 31, 2021, 2020, and 2019 were as follows:

	2021	2020	2019
Discount rate	1.4 %	2.1 %	2.9 %
Annual rate of return on plan assets	3.9 %	4.3 %	4.9 %

The annual rate of return on plan assets has been determined by modeling possible returns using the actuary’s portfolio return calculator and the fair value of plan assets. This approach models the long term expected returns of the various asset classes held in the portfolio and takes into account the additional benefits of holding a diversified portfolio. For measurement purposes of the liability, the annual rates of inflation of covered pension benefits assumed for 2021 and 2020 were 2.9% and 2.5%, respectively.

Amounts not yet reflected in net periodic pension cost and included in accumulated other comprehensive loss were as follows (in thousands):

	December 31, 2021	December 31, 2020
Unrecognized actuarial losses	$ 89,572	$ 125,020

Actuarial gains and losses are amortized using a corridor approach whereby cumulative gains and losses in excess of the greater of 10% of the pension benefit obligation or the fair value of plan assets are amortized over the average life expectancy of plan participants. The amortization period for 2021 was 24 years.

The reclassification adjustment, net of income taxes, for the UK Plan from accumulated other comprehensive loss into net periodic pension cost was approximately $2.9 million for the year ended December 31, 2021, and approximately $1.9 million for the years ended December 31, 2020 and 2019. The estimated unrecognized loss for the UK Plan that will be amortized from accumulated other comprehensive loss into net periodic pension cost over the next year is approximately $1.8 million, net of income taxes.

NOTE 14 - RETIREMENT PLANS (Continued)

UK Plan Assets

The investment policies and strategies for the assets of the UK Plan are established by its trustees (who are independent of the Company) to achieve a reasonable balance between risk, likely return, and administration expense, as well as to maintain funds at a level to meet minimum funding requirements. In order to ensure that an appropriate investment strategy is in place, an analysis of the UK Plan's assets and liabilities is completed periodically. Target allocation percentages vary over time depending on the perceived risk and return potential of various asset classes and market conditions. The weighted average asset allocations and weighted average target allocations at December 31, 2021 and 2020 were as follows:

Asset Category	Target Asset Allocation 2021	Actual December 31, 2021	Target Asset Allocation 2020	Actual December 31, 2020
Debt	75.0 %	76.0 %	65.0 %	63.0 %
Equity	— %	— %	15.0 %	12.7 %
Cash and cash equivalents	15.0 %	16.5 %	10.0 %	17.1 %
Real estate	10.0 %	7.5 %	10.0 %	7.2 %
Total	100.0 %	100.0 %	100.0 %	100.0 %

Plan assets of our UK Plan are invested through third-party fund managers in various investments with underlying holdings which, as of December 31, 2021 and 2020, consisted of: (a) cash and cash equivalents, primarily held as collateral for other financial instruments, (b) debt securities, which include United Kingdom government debt and United States, United Kingdom, European, and emerging market corporate debt, and (c) real estate assets, which represent trusts which invest directly or indirectly in various properties throughout the United Kingdom. In addition, investment holdings as of December 31, 2020 contained equity securities, which included marketable equity and equity like instruments across developed global equity markets.

The following tables set forth the fair value of assets of the UK Plan as of December 31, 2021 and 2020 (in thousands):

	Assets at Fair Value as of December 31, 2021			
Asset Category	Level 1	Level 2	Level 3	Total
Corporate debt funds	$ —	$ 67,226	$ —	$ 67,226
Government bond funds	—	91,899	—	91,899
Cash and cash equivalents	58,772	—	—	58,772
Total plan assets in fair value hierarchy	$ 58,772	$ 159,125	$ —	217,897
Plan assets measured using NAV as a practical expedient: (1)				
Debt funds				111,971
Real estate funds				26,664
Total plan assets at fair value				$ 356,532

	Assets at Fair Value as of December 31, 2020			
Asset Category	Level 1	Level 2	Level 3	Total
Corporate debt funds	$ —	$ 65,486	$ —	$ 65,486
Government bond funds	—	57,133	—	57,133
Equity funds	—	44,132	—	44,132
Cash and cash equivalents	59,246	—	—	59,246
Total plan assets in fair value hierarchy	$ 59,246	$ 166,751	$ —	225,997
Plan assets measured using NAV as a practical expedient: (1)				
Debt funds				96,196
Real estate funds				25,218
Total plan assets at fair value				$ 347,411

(1) Certain investments measured using net asset value ("NAV") as a practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in the table are intended to permit reconciliation of the fair value hierarchy to the total fair value of plan assets.

NOTE 14 - RETIREMENT PLANS (Continued)

Assets of the UK Plan are allocated within the fair value hierarchy discussed in Note 10 - Fair Value Measurements, based on the nature of the investment. Level 1 assets represent cash and cash equivalents. Level 2 assets consist of corporate debt funds, government bond funds, and equity funds whose underlying investments are valued using observable marketplace inputs. The fair value of the Level 2 assets are generally determined under a market approach using valuation models that incorporate observable inputs such as interest rates, bond yields, and quoted prices.

Investments valued using NAV as a practical expedient are excluded from the fair value hierarchy. These investments include: (a) funds which invest predominantly in senior secured debt instruments, targeting diversity across regions and sectors, as well as funds which invest in diversified credit vehicles that seek higher returns than traditional fixed income, primarily through investments in U.S. corporate debt, global credit, and structured debt, and (b) funds which aim to provide long-term income through investment in UK property assets. These investments are redeemable at NAV on a monthly or quarterly basis and have redemption notice periods of up to 90 days. In addition, certain of these investments are subject to a lockup period of up to 24 months.

The methods described above may produce fair values that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Company believes the valuation methodologies are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Cash Flows:

Contributions

Our United Kingdom subsidiary expects to contribute approximately $4.5 million to the UK Plan in 2022.

Estimated Future Benefit Payments

The following estimated benefit payments are expected to be paid in the following years (in thousands):

	Pension Benefit Payments
2022	$ 11,266
2023	$ 11,171
2024	$ 11,525
2025	$ 12,099
2026	$ 12,545
Succeeding five years	$ 69,416

We also sponsor three domestic retirement plans in which participation by new individuals is frozen. The benefit obligation associated with these plans as of December 31, 2021 and 2020 was approximately $8.5 million and $9.2 million, respectively. The estimated fair value of the plan assets as of December 31, 2021 and 2020 was approximately $6.3 million and $6.0 million, respectively. The plan assets are considered Level 1 assets within the fair value hierarchy and are predominantly invested in cash, equities, and equity and bond funds. The liability balances as of December 31, 2021 and 2020 are classified as “Other long-term obligations” in the accompanying Consolidated Balance Sheets. The measurement date for these plans is December 31 of each year. The major assumptions used in the actuarial valuations to determine benefit obligations as of December 31, 2021 and 2020 included discount rates of 2.40% to 2.50% for 2021 and 2.00% to 2.25% for 2020. Also, included was an expected rate of return of 7.00% for both 2021 and 2020. The net periodic pension cost associated with the domestic plans was approximately $0.1 million for the year ended December 31, 2021 and $0.3 million for each of the years ended December 31, 2020 and 2019. The reclassification adjustment, net of income taxes, from accumulated other comprehensive loss into net periodic pension cost was approximately $0.3 million for each of the years ended December 31, 2021 and 2020, and approximately $0.2 million for the year ended December 31, 2019. The estimated loss for these plans that will be amortized from accumulated other comprehensive loss into net periodic pension cost over the next year is approximately $0.1 million, net of income taxes. The future estimated benefit payments expected to be paid from the plans for the next ten years is approximately $0.6 million per year.

NOTE 14 - RETIREMENT PLANS (Continued)

Defined Contribution Plans

We have defined contribution retirement and savings plans that cover eligible employees in the United States. Contributions to these plans are based on a percentage of the employee's base compensation. The expenses recognized for employer contributions to these plans were approximately $33.0 million for the year ended December 31, 2021 and approximately $32.4 million for each of the years ended December 31, 2020 and 2019. At our discretion and subject to applicable plan documents, we may make additional supplemental matching contributions to one of our defined contribution retirement and savings plans. The expenses recognized related to additional supplemental matching contributions for the years ended December 31, 2021, 2020, and 2019 were approximately $7.7 million, $9.1 million, and $6.8 million, respectively.

Our United Kingdom subsidiary also has defined contribution retirement plans. The expense recognized related to employer matching contributions for the years ended December 31, 2021, 2020, and 2019 was approximately $8.3 million, $7.4 million, and $6.1 million, respectively.

Multiemployer Plans

We participate in approximately 200 multiemployer pension plans ("MEPPs") that provide retirement benefits to certain union employees in accordance with various collective bargaining agreements ("CBAs"). As one of many participating employers in an MEPP, we are potentially liable with the other participating employers for any plan underfunding, either through an increase in our required contributions or, in the case of our withdrawal from the plan, a payment based upon our proportionate share of the plan's unfunded benefits, in each case, as described below. Our contributions to a particular MEPP are established by the applicable CBAs; however, our required contributions may increase based on the funded status of an MEPP and legal requirements of the Pension Protection Act of 2006 (the "PPA"), which requires substantially underfunded MEPPs to implement a funding improvement plan ("FIP") or a rehabilitation plan ("RP") to improve their funded status. Factors that could impact the funded status of an MEPP include, without limitation, investment performance, changes in the participant demographics, decline in the number of contributing employers, changes in actuarial assumptions, and the utilization of extended amortization provisions.

An FIP or RP requires a particular MEPP to adopt measures to correct its underfunding status. These measures may include, but are not limited to: (a) an increase in our contribution rate as a signatory to the applicable CBA, (b) a reallocation of the contributions already being made by participating employers for various benefits to individuals participating in the MEPP, and/or (c) a reduction in the benefits to be paid to future and/or current retirees. In addition, the PPA requires that a 5% surcharge be levied on employer contributions for the first year commencing after the date the employer receives notice that the MEPP is in critical status and a 10% surcharge on each succeeding year until a CBA is in place with terms and conditions consistent with the RP.

We could also be obligated to make payments to MEPPs if we either cease to have an obligation to contribute to the MEPP or significantly reduce our contributions to the MEPP because we reduce our number of employees who are covered by the relevant MEPP for various reasons, including, but not limited to, layoffs or closure of a subsidiary assuming the MEPP has unfunded vested benefits. The amount of such payments (known as a complete or partial withdrawal liability) would equal our proportionate share of the MEPPs' unfunded vested benefits. We believe that certain of the MEPPs in which we participate may have unfunded vested benefits. Due to uncertainty regarding future factors that could trigger withdrawal liability, as well as the absence of specific information regarding the MEPP's current financial situation, we are unable to determine: (a) the amount and timing of a future withdrawal liability, if any, and (b) whether our participation in these MEPPs could have a material adverse impact on our financial position, results of operations, or liquidity. We did not record any withdrawal liability for the years ended December 31, 2021, 2020, and 2019.

NOTE 14 - RETIREMENT PLANS (Continued)

The following table lists all MEPPs to which our contributions exceeded $2.0 million in 2021. This table also lists all MEPPs to which we contributed in 2021 in excess of $0.5 million for MEPPs in the critical status, "red zone," and $1.0 million for MEPPs in the endangered status, "orange or yellow zones," as defined by the PPA (in thousands):

Pension Fund	EIN/ Pension Plan Number		PPA Zone Status [(1)]		FIP/RP Status	Contributions			Contributions greater than 5% of total plan contributions [(2)]	Expiration date or range of expiration dates of CBA(s)
			2021	2020		2021	2020	2019		
National Automatic Sprinkler Industry Pension Fund	52-6054620	001	Green	Red	NA	$ 20,987	$ 17,504	$ 15,924	Yes	March 2022 to August 2025
United Association National Pension Fund (Formerly Plumbers & Pipefitters National Pension Fund)	52-6152779	001	Green	Yellow	NA	14,723	14,095	13,821	No	February 2022 to August 2026
National Electrical Benefit Fund	53-0181657	001	Green	Green	NA	12,310	11,573	16,901	No	April 2022 to May 2026
Pension, Hospitalization & Benefit Plan of the Electrical Industry-Pension Trust Account	13-6123601	001	Green	Green	NA	12,291	11,264	10,075	No	April 2022 to June 2024
Sheet Metal Workers National Pension Fund	52-6112463	001	Yellow	Yellow	Implemented	10,307	11,621	11,713	No	May 2022 to July 2027
Electrical Workers Local No. 26 Pension Trust Fund	52-6117919	001	Green	Green	NA	9,346	7,086	8,434	Yes	May 2022 to July 2024
Sheet Metal Workers Pension Plan of Northern California	51-6115939	001	Red	Red	Implemented	7,850	6,605	6,233	No	June 2022 to June 2026
Plumbers Pipefitters & Mechanical Equipment Service Local Union 392 Pension Plan	31-0655223	001	Red	Red	Implemented	7,110	5,667	6,412	Yes	June 2022
Central Pension Fund of the IUOE & Participating Employers	36-6052390	001	Green	Green	NA	6,627	6,115	6,253	No	March 2022 to December 2024
Southern California Pipe Trades Retirement Fund	51-6108443	001	Green	Green	NA	6,272	4,043	3,274	No	June 2022 to August 2026
Pipefitters Union Local 537 Pension Fund	51-6030859	001	Green	Green	NA	5,922	4,275	4,754	Yes	February 2022 to August 2025
Heating, Piping & Refrigeration Pension Fund	52-1058013	001	Green	Green	NA	5,591	3,349	4,185	No	July 2022
Southern California IBEW-NECA Pension Trust Fund	95-6392774	001	Yellow	Yellow	Implemented	4,876	5,719	6,277	No	June 2022 to May 2026
Edison Pension Plan	93-6061681	001	Green	Green	NA	4,229	3,864	5,361	Yes	December 2023
Electrical Contractors Association of the City of Chicago Local Union 134, IBEW Joint Pension Trust of Chicago Pension Plan 2	51-6030753	002	Green	Green	NA	4,225	3,004	3,204	No	May 2022 to June 2022
Arizona Pipe Trades Pension Trust Fund	86-6025734	001	Green	Green	NA	4,076	4,142	6,071	Yes	May 2022 to June 2024
San Diego Electrical Pension Plan	95-6101801	001	Green	Green	NA	4,068	4,383	3,843	Yes	May 2024
U.A. Local 393 Pension Trust Fund Defined Benefit	94-6359772	002	Green	Green	NA	3,507	3,168	3,858	Yes	June 2022 to June 2024
Boilermaker-Blacksmith National Pension Trust	48-6168020	001	Yellow	Yellow	Implemented	3,479	1,574	1,681	No	April 2022 to September 2024
Sheet Metal Workers Pension Plan of Southern California, Arizona & Nevada	95-6052257	001	Yellow	Yellow	Implemented	3,322	2,706	2,423	No	June 2022 to June 2026
Eighth District Electrical Pension Fund	84-6100393	001	Green	Green	NA	3,298	3,242	3,590	Yes	May 2023 to August 2024
Northern California Pipe Trades Pension Plan	94-3190386	001	Green	Green	NA	2,663	2,463	3,077	No	June 2022 to June 2024

NOTE 14 - RETIREMENT PLANS (Continued)

Pension Fund	EIN/ Pension Plan Number	PPA Zone Status (1)		FIP/RP Status	Contributions			Contributions greater than 5% of total plan contributions (2)	Expiration date or range of expiration dates of CBA(s)
		2021	2020		2021	2020	2019		
Atlanta Plumbers and Steamfitters Pension Fund	58-1233396 001	Green	Green	NA	2,496	1,576	310	Yes	May 2022 to January 2025
NECA-IBEW Pension Trust Fund	51-6029903 001	Green	Green	NA	2,491	2,369	2,528	No	May 2022 to December 2022
IBEW 332 Pension Fund - Part A	94-2688032 004	Green	Green	NA	2,339	1,211	1,633	No	May 2024
U.A. Plumbers Local 24 Pension Fund	22-6042823 001	Green	Green	NA	2,270	2,460	2,460	Yes	April 2025
IBEW Local 595 Pension Plan	94-6279541 001	Green	Green	NA	2,042	569	1,653	No	November 2022 to May 2023
Plumbing & Pipe Fitting Local 219 Pension Fund	34-6682376 001	Red	Red	Implemented	1,167	1,680	1,937	Yes	May 2022 to May 2025
Plumbers & Pipefitters Local 162 Pension Fund	31-6125999 001	Yellow	Yellow	Implemented	1,034	969	1,124	Yes	May 2022
Steamfitters Local Union No. 420 Pension Plan	23-2004424 001	Red	Red	Implemented	677	553	641	No	May 2022 to April 2024
South Florida Electrical Workers Pension Plan and Trust	59-6230530 001	Red	Red	Implemented	594	261	323	No	August 2022
Carpenters Pension Trust Fund for Northern California	94-6050970 001	Red	Red	Implemented	568	385	435	No	June 2023
Other Multiemployer Pension Plans					55,315	54,587	55,070		Various
Total Contributions					$228,072	$204,082	$215,478		

(1) The zone status represents the most recent available information for the respective MEPP, which may be 2020 or earlier for the 2021 year and 2019 or earlier for the 2020 year. In general, plans with a "green" zone status have a funding ratio of at least 80%, plans with an "orange" or "yellow" zone status have a funding ratio of between 65% and less than 80%, and plans with a "red" zone status are less than 65% funded.

(2) This information was obtained from the respective plan's Form 5500 ("Forms") for the most current available filing. These dates may not correspond with our fiscal year contributions. The percentages of contributions are based upon disclosures contained in the plans' Forms. Those Forms, among other things, disclose the names of individual participating employers whose annual contributions account for more than 5% of the aggregate annual amount contributed by all participating employers for a plan year. Accordingly, if the annual contribution of two or more of our subsidiaries each accounted for less than 5% of such contributions, but in the aggregate accounted for in excess of 5% of such contributions, that greater percentage is not available and accordingly is not disclosed.

The nature and diversity of our operations may result in volatility in the amount of our contributions to a particular MEPP for any given period. That is because, in any given market, a change in the mix, volume of, or size of our projects could result in a change in our direct labor force and a corresponding change in our contributions to the MEPP(s) dictated by the applicable CBA. Additionally, the amount of contributions to a particular MEPP could also be affected by the terms of the CBA, which could require at a particular time, an increase in the contribution rate and/or surcharges. Acquisitions made by us since 2019 have resulted in incremental contributions to various MEPPs of approximately $3.8 million.

Additionally, we contribute to certain multiemployer plans that provide post retirement benefits such as health and welfare benefits and/or defined contribution/annuity plans, among others. Our contributions to these plans were approximately $168.4 million, $156.1 million, and $153.5 million for the years ended December 31, 2021, 2020, and 2019, respectively. Acquisitions made by use since 2019 have resulted in incremental contributions to such other post retirement benefit plans of approximately $2.9 million. The amount of contributions to these plans is also subject, for the most part, to the factors discussed above in conjunction with the MEPPs.

NOTE 15 - COMMITMENTS AND CONTINGENCIES

Severance Agreements

We have agreements with our executive officers and certain other key management personnel providing for severance benefits for such employees upon termination of their employment under certain circumstances.

Guarantees

In the ordinary course of business, we, at times, guarantee obligations of our subsidiaries under certain contracts. Generally, we are liable under such an arrangement only if our subsidiary fails to perform its obligations under the contract. Historically, we have not incurred any substantial liabilities as a consequence of these guarantees.

Surety Bonds

The terms of our construction contracts frequently require that we obtain from surety companies, and provide to our customers, surety bonds as a condition to the award of such contracts. These surety bonds are issued in return for premiums, which vary depending on the size and type of the bond, and secure our payment and performance obligations under such contracts. We have agreed to indemnify the surety companies for amounts, if any, paid by them in respect of surety bonds issued on our behalf. As of December 31, 2021, based on the percentage-of-completion of our projects covered by surety bonds, our aggregate estimated exposure, assuming defaults on all our then existing contractual obligations, was approximately $1.5 billion, which represents approximately 26% of our total remaining performance obligations.

Surety bonds are sometimes provided to secure obligations for wages and benefits payable to or for certain of our employees, at the request of labor unions representing such employees. In addition, surety bonds may be issued as collateral for certain insurance obligations. As of December 31, 2021, we satisfied approximately $48.1 million of the collateral requirements of our insurance programs by utilizing surety bonds.

We are not aware of any losses in connection with surety bonds that have been posted on our behalf, and we do not expect to incur significant losses in the foreseeable future.

Hazardous Materials

We are subject to regulation with respect to the handling of certain materials used in construction, which are classified as hazardous or toxic by federal, state, and local agencies. Our practice is to avoid participation in projects principally involving the remediation or removal of such materials. However, when remediation is required as part of our contract performance, we believe we comply with all applicable regulations governing the discharge of hazardous materials into the environment or otherwise relating to the protection of the environment.

Collective Bargaining Agreements

At December 31, 2021, we employed approximately 34,000 people, approximately 60% of whom are represented by various unions pursuant to nearly 450 collective bargaining agreements between our individual subsidiaries or trade associations and local unions, as well as two collective bargaining agreements that are national or regional in scope. We believe that our relations with our labor unions are generally positive.

Government Contracts

As a government contractor, we are subject to U.S. government audits and investigations relating to our operations, which such audits may result in fines, penalties and compensatory and treble damages, and possible suspension or debarment from doing business with the government. Based on currently available information, we believe the outcome of ongoing government disputes and investigations will not have a material impact on our financial position, results of operations, or liquidity.

Legal Proceedings

We are involved in several legal proceedings in which damages and claims have been asserted against us. We believe that we have a number of valid defenses to such proceedings and claims and intend to vigorously defend ourselves. We do not believe that any such matters will have a material adverse effect on our financial position, results of operations, or liquidity. We record a loss contingency if the potential loss from a proceeding or claim is considered probable and the amount can be reasonably estimated or a range of loss can be determined. We provide disclosure when it is reasonably possible that a loss will be incurred in excess of any recorded provision. Significant judgment is required in these determinations. As additional information becomes available, we reassess prior determinations and may change our estimates. Additional claims may be asserted against us in the future. Litigation is subject to many uncertainties, and the outcome of litigation is not predictable with assurance. It is possible that a litigation matter for which liabilities have not been recorded could be decided unfavorably to us, and that any such unfavorable decision could have a material adverse effect on our financial position, results of operations, or liquidity.

NOTE 16 - LEASES

We lease real estate, vehicles, and equipment under various arrangements which are classified as either operating or finance leases. A lease exists when a contract or part of a contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. In determining whether a lease exists, we consider whether a contract provides us with both: (a) the right to obtain substantially all of the economic benefits from the use of the identified asset and (b) the right to direct the use of the identified asset.

Many of our leases include base rental periods coupled with options to renew or terminate the lease, generally at our discretion. Certain leases additionally include options to purchase the leased asset. In evaluating the lease term, we consider whether we are reasonably certain to exercise such options. To the extent a significant economic incentive exists to exercise an option, that option is included within the lease term. However, based on the nature of our lease arrangements, options generally do not provide us with a significant economic incentive and are therefore excluded from the lease term for the majority of our arrangements.

Our leases typically include a combination of fixed and variable payments. Fixed payments are generally included when measuring the right-of-use asset and lease liability. Variable payments, which primarily represent payments based on usage of the underlying asset, are generally excluded from such measurement and expensed as incurred. In addition, certain of our lease arrangements may contain a lease coupled with an arrangement to provide other services, such as maintenance, or may require us to make other payments on behalf of the lessor related to the leased asset, such as payments for taxes or insurance. We account for these non-lease components together with the associated lease component for each of our asset classes.

The measurement of right-of-use assets and lease liabilities requires us to estimate appropriate discount rates. To the extent the rate implicit in the lease is readily determinable, such rate is utilized. However, based on information available at lease commencement for the majority of our leases, the rate implicit in the lease is not known. In these instances, we utilize an incremental borrowing rate, which represents the rate of interest that we would pay to borrow on a collateralized basis, over a similar term, an amount equal to the lease payments.

Our lease arrangements generally do not contain significant restrictions or covenants; however, certain of our vehicle and equipment leases include residual value guarantees, whereby we provide a guarantee to the lessor that the value of the underlying asset will be at least a specified amount at the end of the lease. Amounts probable of being owed under these guarantees are included within the measurement of the right-of-use asset and lease liability.

Lease Position

The following table presents our lease-related assets and liabilities as of December 31, 2021 and 2020 (in thousands):

	Classification on the Consolidated Balance Sheet	December 31, 2021	December 31, 2020
Assets			
Operating lease assets	Operating lease right-of-use assets	$ 260,778	$ 242,155
Finance lease assets	Property, plant and equipment, net	7,666	9,638
Total lease assets		$ 268,444	$ 251,793
Liabilities			
Current			
Operating	Operating lease liabilities, current	$ 57,814	$ 53,632
Finance	Current maturities of long-term debt and finance lease liabilities	3,320	3,995
Noncurrent			
Operating	Operating lease liabilities, long-term	220,836	205,362
Finance	Long-term debt and finance lease liabilities	4,717	5,971
Total lease liabilities		$ 286,687	$ 268,960

NOTE 16 - LEASES (Continued)

Lease Costs

The following table presents information related to our lease expense for the years ended December 31, 2021, 2020, and 2019 (in thousands):

	2021	2020	2019
Finance lease expense:			
Amortization expense	$ 4,255	$ 4,562	$ 4,575
Interest expense	255	355	427
Operating lease expense	70,928	69,208	66,650
Short-term lease expense (1)	150,500	139,706	149,528
Variable lease expense	5,421	5,441	4,924
Total lease expense	$ 231,359	$ 219,272	$ 226,104

(1) Short-term lease expense includes both leases and rentals with initial terms of one year or less and predominantly represents equipment used on construction projects.

Sublease rental income was approximately $0.2 million for the year ended December 31, 2021, and $0.5 million for each of the years ended December 31, 2020 and 2019.

Lease Term and Discount Rate

The following table presents certain information related to the lease terms and discount rates for our leases as of December 31, 2021 and 2020:

	December 31, 2021	December 31, 2020
Weighted-average remaining lease term:		
Operating leases	6.4 years	6.6 years
Finance leases	2.9 years	3.1 years
Weighted-average discount rate:		
Operating leases	3.20 %	3.59 %
Finance leases	2.61 %	3.24 %

Other Information

The following table presents supplemental cash flow information related to our leases for the years ended December 31, 2021, 2020, and 2019 (in thousands):

	2021	2020	2019
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows used for operating leases	$ 69,797	$ 65,016	$ 65,757
Operating cash flows used for finance leases	$ 255	$ 355	$ 427
Financing cash flows used for finance leases	$ 4,189	$ 4,470	$ 4,571
Right-of-use assets obtained in exchange for new operating lease liabilities	$ 80,661	$ 55,895	$ 84,089
Right-of-use assets obtained in exchange for new finance lease liabilities	$ 2,301	$ 4,558	$ 5,311

NOTE 16 - LEASES (Continued)

Maturity of Lease Liabilities

The following table reconciles our future minimum lease payments on an undiscounted cash flow basis to our lease liabilities reported in the Consolidated Balance Sheet as of December 31, 2021 (in thousands):

	Operating Leases	Finance Leases
2022	$ 65,528	$ 3,469
2023	56,229	2,238
2024	45,037	1,742
2025	36,077	705
2026	29,044	140
Thereafter	77,556	10
Total minimum lease payments	309,471	8,304
Less: Amount of lease payments representing interest	(30,821)	(267)
Present value of future minimum lease payments	$ 278,650	$ 8,037
Current portion of lease liabilities	$ 57,814	$ 3,320
Noncurrent portion of lease liabilities	220,836	4,717
Present value of future minimum lease payments	$ 278,650	$ 8,037

NOTE 17 - ADDITIONAL CASH FLOW INFORMATION

The following table presents information about cash paid for interest and income taxes for the years ended December 31, 2021, 2020, and 2019 (in thousands):

	2021	2020	2019
Cash paid during the year for:			
Interest	$ 5,259	$ 8,289	$ 12,683
Income taxes	$ 130,811	$ 145,386	$ 126,169

NOTE 18 - SEGMENT INFORMATION

We are one of the largest specialty contractors in the United States and a leading provider of electrical and mechanical construction and facilities services, building services, and industrial services. Our services are provided to a broad range of commercial, industrial, utility, and institutional customers through approximately 90 operating subsidiaries. Such operating subsidiaries are organized into the following reportable segments:

- United States electrical construction and facilities services;
- United States mechanical construction and facilities services;
- United States building services;
- United States industrial services; and
- United Kingdom building services.

For a more complete description of our operations, refer to Item 1. Business.

Our reportable segments reflect certain reclassifications of prior year amounts from our United States electrical construction and facilities services segment to our United States industrial services and our United States building services segments due to changes in our internal reporting structure aimed at realigning our service offerings.

NOTE 18 - SEGMENT INFORMATION (Continued)

The following tables present financial information for each of our reportable segments for the years ended December 31, 2021, 2020, and 2019 (in thousands):

	2021	2020	2019
Revenues from unrelated entities:			
United States electrical construction and facilities services	$ 2,015,466	$ 1,806,092	$ 1,961,798
United States mechanical construction and facilities services	3,922,864	3,485,495	3,340,337
United States building services	2,468,892	2,134,016	2,121,661
United States industrial services	986,407	940,895	1,327,556
Total United States operations	9,393,629	8,366,498	8,751,352
United Kingdom building services	509,951	430,563	423,259
Total operations	$ 9,903,580	$ 8,797,061	$ 9,174,611

	2021	2020	2019
Total revenues:			
United States electrical construction and facilities services	$ 2,019,400	$ 1,812,445	$ 1,965,483
United States mechanical construction and facilities services	3,939,753	3,502,131	3,370,960
United States building services	2,564,013	2,213,161	2,197,305
United States industrial services	1,021,217	956,373	1,351,448
Less intersegment revenues	(150,754)	(117,612)	(133,844)
Total United States operations	9,393,629	8,366,498	8,751,352
United Kingdom building services	509,951	430,563	423,259
Total operations	$ 9,903,580	$ 8,797,061	$ 9,174,611

	2021	2020	2019
Operating income (loss):			
United States electrical construction and facilities services	$ 168,363	$ 161,810	$ 147,817
United States mechanical construction and facilities services	319,112	292,536	225,040
United States building services	119,024	114,159	115,432
United States industrial services	(1,666)	1,175	57,529
Total United States operations	604,833	569,680	545,818
United Kingdom building services	27,998	20,660	18,323
Corporate administration	(102,031)	(98,542)	(101,726)
Restructuring expenses	—	(2,214)	(1,523)
Impairment loss on goodwill, identifiable intangible assets, and other long-lived assets	—	(232,750)	—
Total operations	530,800	256,834	460,892
Other items:			
Net periodic pension (cost) income	3,625	2,980	1,553
Interest expense	(6,071)	(9,009)	(13,821)
Interest income	949	1,521	2,265
Income before income taxes	$ 529,303	$ 252,326	$ 450,889

NOTE 18 - SEGMENT INFORMATION (Continued)

	2021	2020	2019
Capital expenditures:			
United States electrical construction and facilities services	$ 4,976	$ 8,674	$ 4,839
United States mechanical construction and facilities services	10,420	11,239	7,890
United States building services	11,236	10,372	14,370
United States industrial services	6,159	9,595	16,760
Total United States operations	32,791	39,880	43,859
United Kingdom building services	3,015	3,693	3,598
Corporate administration	386	4,396	975
Total operations	$ 36,192	$ 47,969	$ 48,432

	2021	2020	2019
Depreciation and amortization of property, plant and equipment:			
United States electrical construction and facilities services	$ 7,189	$ 6,693	$ 6,664
United States mechanical construction and facilities services	11,130	10,683	8,764
United States building services	12,354	12,325	12,752
United States industrial services	11,723	12,405	12,016
Total United States operations	42,396	42,106	40,196
United Kingdom building services	3,938	3,046	2,942
Corporate administration	2,013	1,569	807
Total operations	$ 48,347	$ 46,721	$ 43,945

	December 31, 2021	December 31, 2020	December 31, 2019
Contract assets:			
United States electrical construction and facilities services	$ 48,161	$ 30,728	$ 47,522
United States mechanical construction and facilities services	87,516	68,058	61,225
United States building services	44,625	31,304	30,557
United States industrial services	18,992	11,311	12,982
Total United States operations	199,294	141,401	152,286
United Kingdom building services	30,849	30,555	25,544
Total operations	$ 230,143	$ 171,956	$ 177,830

	December 31, 2021	December 31, 2020	December 31, 2019
Contract liabilities:			
United States electrical construction and facilities services	$ 198,247	$ 182,228	$ 166,448
United States mechanical construction and facilities services	406,509	386,180	317,083
United States building services	133,061	106,691	101,963
United States industrial services	16,481	17,304	15,548
Total United States operations	754,298	692,403	601,042
United Kingdom building services	33,836	29,849	22,600
Total operations	$ 788,134	$ 722,252	$ 623,642

NOTE 18 - SEGMENT INFORMATION (Continued)

	December 31, 2021	December 31, 2020	December 31, 2019
Long-lived assets:			
United States electrical construction and facilities services	$ 236,813	$ 176,708	$ 175,038
United States mechanical construction and facilities services	506,290	512,243	530,561
United States building services	509,096	493,274	459,934
United States industrial services	365,563	394,505	654,956
Total United States operations	1,617,762	1,576,730	1,820,489
United Kingdom building services	11,402	12,017	9,622
Corporate administration	2,535	4,356	1,431
Total operations	$ 1,631,699	$ 1,593,103	$ 1,831,542

	December 31, 2021	December 31, 2020	December 31, 2019
Total assets:			
United States electrical construction and facilities services	$ 848,306	$ 672,226	$ 736,688
United States mechanical construction and facilities services	1,668,419	1,542,531	1,536,325
United States building services	1,101,082	1,040,160	1,008,263
United States industrial services	589,017	550,513	916,308
Total United States operations	4,206,824	3,805,430	4,197,584
United Kingdom building services	241,740	227,894	181,147
Corporate administration	992,882	1,030,516	451,627
Total operations	$ 5,441,446	$ 5,063,840	$ 4,830,358

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of EMCOR Group, Inc. and subsidiaries:

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of EMCOR Group, Inc. and subsidiaries (the Company) as of December 31, 2021 and 2020, the related consolidated statements of operations, comprehensive income, equity and cash flows for each of the three years in the period ended December 31, 2021, and the related notes and financial statement schedule listed in the Index at Item 15(a)(2) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2021, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 24, 2022 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Revenue Recognition from Construction Contracts

Description of the Matter	As described in Note 3 to the consolidated financial statements, the Company generally recognizes revenue from construction contracts over time using a cost-to-cost input method in which the extent of progress is measured based on the ratio of costs incurred to date to the total estimated costs at completion. In addition, the revenue recognition process requires the Company to determine the transaction price that represents the amount of consideration to which the Company expects to be entitled. A significant portion of the Company’s revenues for the year ended December 31, 2021 were derived from construction contracts. The determination of revenue recognized from construction contracts commonly requires the Company to estimate variable consideration that arises from pending change orders, contract claims, contract bonuses, and penalties, as well as to prepare estimates of the costs to complete contracts. Factors inherent in the estimation processes include, among others, historical experience with customers, the potential long-term nature of dispute resolutions, actions of third parties as well as the Company’s experience with similar types of contracts. Due to uncertainties attributed to such factors, auditing revenue recognized from construction contracts involved especially challenging, subjective, and complex judgments.
How We Addressed the Matter in Our Audit	We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company’s controls related to revenue recognition from construction contracts. For example, we tested controls over the Company’s determination and review of estimates of variable consideration, costs to complete, and the completeness and accuracy of data utilized in conjunction with such estimation processes. To test the amount of revenue recognized from construction contracts in the current period, we selected a sample of contracts and performed procedures to test the project revenue and cost forecasts. For example, we obtained and inspected the related contract agreements, amendments, and change orders to test the existence of customer arrangements and understand the scope and pricing of the related projects; performed inquiries of management and project personnel regarding facts and circumstances relevant to the accounting for such contracts; tested key components of the estimated costs to complete, including materials, labor, and subcontractors costs; agreed actual costs incurred to supporting documentation; and recalculated revenues recognized based on the project's percentage of completion and management's estimate of transaction price. In addition, we performed certain retrospective review procedures to assess management’s historical ability to accurately estimate the transaction price and costs to complete contracts as well as to identify any significant or unusual changes in project revenue and cost forecasts during the period.

Valuation of Goodwill and Indefinite-Lived Intangible Assets

Description of the Matter	At December 31, 2021, the Company's goodwill and indefinite-lived trade name intangible assets were approximately $890.3 million and $215.8 million, respectively. As discussed in Note 8 to the consolidated financial statements, goodwill and trade names with indefinite lives are tested for impairment at least annually. Auditing management's annual impairment tests was especially complex and subjective due to the significant estimation required in determining the fair value of the reporting units for goodwill and the fair value of trade name intangible assets. In particular, the fair value estimates for goodwill were sensitive to significant assumptions inherent in the Company's discounted estimated future cash flows such as the weighted average cost of capital, revenue growth rates, and operating margins. The fair value estimates for trade name intangible assets were sensitive to significant assumptions inherent in the Company's discounted estimated future cash flows such as the royalty rate, discount rate, and revenue growth rates. The fair value estimates for goodwill and trade name intangible assets are affected by expectations about future market or economic conditions, including the effects of the COVID-19 pandemic and other macroeconomic events relevant to certain markets in which the Company operates.
How We Addressed the Matter in Our Audit	We obtained an understanding, evaluated the design, and tested the operating effectiveness of controls over the Company's impairment review processes for goodwill and trade name intangible assets. For example, we tested management's review controls over the valuation models and significant assumptions described above, including those developed by the Company's third-party valuation specialists. To test the estimated fair value of the Company's reporting units and trade name intangible assets, with the support of a valuation specialist, we performed audit procedures that included, among others, assessing methodologies and testing the significant assumptions and completeness and accuracy of the underlying data used by the Company in its analyses. For example, we compared the significant assumptions used by management to the historical financial results of the Company's reporting units and to current industry and economic trends. We assessed the historical accuracy of management's estimates by comparing past projections to actual performance and performed sensitivity analyses of significant assumptions to evaluate the changes in fair value that would result from changes in the assumptions. In addition, we reviewed the reconciliation of the aggregate fair value of the Company's reporting units to the market capitalization of the Company.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2002.

Stamford, Connecticut
February 24, 2022

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of EMCOR Group, Inc. and subsidiaries:

Opinion on Internal Control Over Financial Reporting

We have audited EMCOR Group, Inc. and subsidiaries' internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, EMCOR Group, Inc. and subsidiaries (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2021, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2021 consolidated financial statements of the Company and our report dated February 24, 2022 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Stamford, Connecticut
February 24, 2022

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

ITEM 9A. CONTROLS AND PROCEDURES

Based on an evaluation of our disclosure controls and procedures (as required by Rules 13a-15(b) of the Securities Exchange Act of 1934), our Chairman, President and Chief Executive Officer, Anthony J. Guzzi, and our Executive Vice President and Chief Financial Officer, Mark A. Pompa, have concluded that our disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934) are effective as of the end of the period covered by this report.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934). Our internal control over financial reporting is a process designed with the participation of our principal executive officer and principal financial officer or persons performing similar functions to provide reasonable assurance regarding the reliability of financial reporting and the preparation of our financial statements for external reporting purposes in accordance with U.S. generally accepted accounting principles.

Our internal control over financial reporting includes policies and procedures that: (a) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect our transactions and dispositions of assets, (b) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of our management and Board of Directors, and (c) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on our financial statements.

Because of its inherent limitations, our disclosure controls and procedures may not prevent or detect misstatements. A control system, no matter how well conceived and operated, can only provide reasonable, not absolute, assurance that the objectives of the control system are met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

As of December 31, 2021, our management conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework established in *Internal Control-Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, management has determined that EMCOR's internal control over financial reporting was effective as of December 31, 2021.

The effectiveness of our internal control over financial reporting as of December 31, 2021 has been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in its report appearing in Item 8 of this Form 10-K, which such report expressed an unqualified opinion on the effectiveness of our internal control over financial reporting as of December 31, 2021.

Changes in Internal Control over Financial Reporting

In addition, our management with the participation of our principal executive officer and principal financial officer or persons performing similar functions has determined that no change in our internal control over financial reporting (as that term is defined in Rules 13(a)-15(f) and 15(d)-15(f) of the Securities Exchange Act of 1934) occurred during the fourth quarter of our fiscal year ended December 31, 2021 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this Item 10 with respect to directors is incorporated herein by reference to the section of our definitive Proxy Statement for the 2022 Annual Meeting of Stockholders entitled "Election of Directors," which Proxy Statement is to be filed with the Securities and Exchange Commission pursuant to Regulation 14A not later than 120 days after the end of the fiscal year to which this Form 10-K relates (the "Proxy Statement"). The information, if any, required by this Item 10 concerning compliance with Section 16(a) of the Securities Exchange Act of 1934 is incorporated herein by reference to the section of the Proxy Statement entitled "Delinquent Section 16(a) Reports." The information required by this Item 10 concerning the Audit Committee of our Board of Directors and Audit Committee financial experts is incorporated by reference to the section of the Proxy Statement entitled "Meetings and Committees of the Board of Directors" and "Corporate Governance." The information required by this Item 10 regarding stockholder recommendations for director candidates is incorporated by reference to the section of the Proxy Statement entitled "Recommendations for Director Candidates." Information regarding our executive officers is contained in Part I of this Form 10-K following Item 4 under the heading "Executive Officers of the Registrant." We have adopted a Code of Ethics that applies to our Chief Executive Officer and our Senior Financial Officers, which is listed on the Exhibit Index.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this Item 11 is incorporated herein by reference to the sections of the Proxy Statement entitled "Compensation Discussion and Analysis," "Executive Compensation and Related Information," "Potential Post Employment Payments," "Director Compensation," "Compensation Committee Interlocks and Insider Participation" and "Compensation Committee Report."

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this Item 12 (other than the information required by Section 201(d) of Regulation S-K, which is set forth below) is incorporated herein by reference to the sections of the Proxy Statement entitled "Security Ownership of Certain Beneficial Owners" and "Security Ownership of Management."

Securities Authorized for Issuance Under Equity Compensation Plans. The following table summarizes, as of December 31, 2021, certain information regarding equity compensation plans that were approved by stockholders and equity compensation plans that were not approved by stockholders.

	Equity Compensation Plan Information		
	A	B	C
Plan Category	**Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights**	**Weighted Average Exercise Price of Outstanding Options, Warrants and Rights**	**Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans (Excluding Securities Reflected in Column A)**
Equity Compensation Plans Approved by Security Holders	472,410	$ —	895,682 (1)
Equity Compensation Plans Not Approved by Security Holders	—	—	—
Total	472,410	$ —	895,682 (1)

(1) Represents shares of our common stock available for future issuance under our 2010 Incentive Plan, which may be issued pursuant to the award of restricted stock, unrestricted stock and/or awards that are valued in whole or in part by reference to, or are otherwise based on the fair market value of, our common stock.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

The information required by this Item 13 is incorporated herein by reference to the sections of the Proxy Statement entitled "Compensation Committee Interlocks and Insider Participation" and "Corporate Governance."

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this Item 14 is incorporated herein by reference to the section of the Proxy Statement entitled "Ratification of Appointment of Independent Auditors."

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a)(1)	The following consolidated financial statements of EMCOR Group, Inc. and Subsidiaries are filed as part of this report under Part II, Item 8. Financial Statements and Supplementary Data:
	Financial Statements:
	Consolidated Balance Sheets - December 31, 2021 and 2020
	Consolidated Statements of Operations - Years Ended December 31, 2021, 2020, and 2019
	Consolidated Statements Comprehensive Income - Years Ended December 31, 2021, 2020, and 2019
	Consolidated Statements of Cash Flows - Years Ended December 31, 2021, 2020, and 2019
	Consolidated Statements of Equity - Years Ended December 31, 2021, 2020, and 2019
	Notes to Consolidated Financial Statements
	Reports of Independent Registered Public Accounting Firm (PCAOB ID: 42)
(a)(2)	The following financial statement schedule is included in this Form 10-K: Schedule II - Valuation and Qualifying Accounts
	All other schedules are omitted because they are not required, are inapplicable, or the information is otherwise shown in the consolidated financial statements or notes thereto.
(a)(3)	The exhibits filed in response to Item 601 of Regulation S-K are listed in the Exhibit Index.
(b)	Exhibit Index

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
3(a-1)	Restated Certificate of Incorporation of EMCOR filed December 15, 1994	Exhibit 3(a-5) to EMCOR's Registration Statement on Form 10 as originally filed March 17, 1995 ("Form 10")
3(a-2)	Amendment dated November 28, 1995 to the Restated Certificate of Incorporation of EMCOR	Exhibit 3(a-2) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 1995 ("1995 Form 10-K")
3(a-3)	Amendment dated February 12, 1998 to the Restated Certificate of Incorporation of EMCOR	Exhibit 3(a-3) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 1997 ("1997 Form 10-K")
3(a-4)	Amendment dated January 27, 2006 to the Restated Certificate of Incorporation of EMCOR	Exhibit 3(a-4) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2005 ("2005 Form 10-K")
3(a-5)	Amendment dated September 18, 2007 to the Restated Certificate of Incorporation of EMCOR	Exhibit A to EMCOR's Proxy Statement dated August 17, 2007 for Special Meeting of Stockholders held September 18, 2007
3(b)	Amended and Restated By-Laws and Amendments thereto	Exhibit 3(b) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2016 ("2016 Form 10-K")
4(a)	Sixth Amended and Restated Credit Agreement dated as of March 2, 2020 by and among EMCOR and a subsidiary and Bank of Montreal, as Agent and the lenders listed on the signature pages thereof	Exhibit 4(a) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended March 31, 2020 ("March 2020 Form 10-Q")
4(b)	Sixth Amended and Restated Security Agreement dated as of March 2, 2020 among EMCOR, certain of its U.S. subsidiaries, and Bank of Montreal, as Agent	Exhibit 4(b) to the March 2020 Form 10-Q
4(c)	Sixth Amended and Restated Pledge Agreement dated as of March 2, 2020 among EMCOR, certain of its U.S. subsidiaries, and Bank of Montreal, as Agent	Exhibit 4(c) to the March 2020 Form 10-Q
4(d)	Fifth Amended and Restated Guaranty Agreement dated as of March 2, 2020 by certain of EMCOR's U.S. subsidiaries in favor of Bank of Montreal, as Agent	Exhibit 4(d) to the March 2020 Form 10-Q
4(e)	Description of Registrant's Securities	Exhibit 4(e) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2020 ("2020 Form 10-K")
4(f)	LIBOR Cessation Letter Agreement	Filed herewith
10(a)	Form of Severance Agreement ("Severance Agreement") between EMCOR and each of R. Kevin Matz and Mark A. Pompa	Exhibit 10.1 to EMCOR's Report on Form 8-K (Date of Report April 25, 2005)
10(b)	Form of Amendment to Severance Agreement between EMCOR and each of R. Kevin Matz and Mark A. Pompa	Exhibit 10(c) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended March 31, 2007 ("March 2007 Form 10-Q")
10(c)	Letter Agreement dated October 12, 2004 between Anthony Guzzi and EMCOR (the "Guzzi Letter Agreement")	Exhibit 10.1 to EMCOR's Report on Form 8-K (Date of Report October 12, 2004)
10(d)	Form of Confidentiality Agreement between Anthony Guzzi and EMCOR	Exhibit C to the Guzzi Letter Agreement
10(e)	Form of Indemnification Agreement between EMCOR and each of its officers and directors	Exhibit F to the Guzzi Letter Agreement

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
10(f-1)	Severance Agreement (“Guzzi Severance Agreement”) dated October 25, 2004 between Anthony Guzzi and EMCOR	Exhibit D to the Guzzi Letter Agreement
10(f-2)	Amendment to Guzzi Severance Agreement	Exhibit 10(g-2) to the March 2007 Form 10-Q
10(g-1)	Continuity Agreement dated as of June 22, 1998 between R. Kevin Matz and EMCOR (“Matz Continuity Agreement”)	Exhibit 10(f) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 1998 ("June 1998 Form 10-Q")
10(g-2)	Amendment dated as of May 4, 1999 to Matz Continuity Agreement	Exhibit 10(m) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 1999 ("June 1999 Form 10-Q")
10(g-3)	Amendment dated as of January 1, 2002 to Matz Continuity Agreement	Exhibit 10(o-3) to EMCOR’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2002 (“March 2002 Form 10-Q”)
10(g-4)	Amendment dated as of March 1, 2007 to Matz Continuity Agreement	Exhibit 10(n-4) to the March 2007 Form 10-Q
10(h-1)	Continuity Agreement dated as of June 22, 1998 between Mark A. Pompa and EMCOR (“Pompa Continuity Agreement”)	Exhibit 10(g) to the June 1998 Form 10-Q
10(h-2)	Amendment dated as of May 4, 1999 to Pompa Continuity Agreement	Exhibit 10(n) to the June 1999 Form 10-Q
10(h-3)	Amendment dated as of January 1, 2002 to Pompa Continuity Agreement	Exhibit 10(p-3) to the March 2002 Form 10-Q
10(h-4)	Amendment dated as of March 1, 2007 to Pompa Continuity Agreement	Exhibit 10(o-4) to the March 2007 Form 10-Q
10(i-1)	Change of Control Agreement dated as of October 25, 2004 between Anthony Guzzi (“Guzzi”) and EMCOR (“Guzzi Continuity Agreement”)	Exhibit E to the Guzzi Letter Agreement
10(i-2)	Amendment dated as of March 1, 2007 to Guzzi Continuity Agreement	Exhibit 10(p-2) to the March 2007 Form 10-Q
10(i-3)	Amendment to Continuity Agreements and Severance Agreements with Anthony J. Guzzi, R. Kevin Matz and Mark A. Pompa	Exhibit 10(Q) to EMCOR’s Annual Report on Form 10-K for the year ended December 31, 2008 (“2008 Form 10-K”)
10(j)	Amendment dated as of March 29, 2010 to Severance Agreement with Anthony J. Guzzi, R. Kevin Matz and Mark A. Pompa	Exhibit 10.1 to Form 8-K (Date of Report March 29, 2010) (“March 2010 Form 8-K”)
10(k-1)	Severance Agreement dated as of October 26, 2016 between EMCOR and Maxine L. Mauricio	Exhibit 10(l-1) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016 ("September 2016 Form 10-Q")
10(k-2)	Continuity Agreement dated as of October 26, 2016 between EMCOR and Maxine L. Mauricio (“Mauricio Continuity Agreement”)	Exhibit 10(l-2) to the September 2016 Form 10-Q
10(k-3)	Amendment dated April 10, 2017 to Mauricio Continuity Agreement	Exhibit 10(l-3) to EMCOR’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2017
10(l-1)	EMCOR Group, Inc. Long-Term Incentive Plan (“LTIP”)	Exhibit 10 to Form 8-K (Date of Report December 15, 2005)
10(l-2)	First Amendment to LTIP and updated Schedule A to LTIP	Exhibit 10(S-2) to 2008 Form 10-K
10(l-3)	Second Amendment to LTIP	Exhibit 10.2 to March 2010 Form 8-K
10(l-4)	Third Amendment to LTIP	Exhibit 10(q-4) to EMCOR’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2012 (“March 2012 Form 10-Q”)

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
10(l-5)	Fourth Amendment to LTIP	Exhibit 10(l-5) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2013
10(l-6)	Form of Certificate Representing Stock Units issued under LTIP	Exhibit 10(T-2) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2007 ("2007 Form 10-K")
10(l-7)	Fifth Amendment to LTIP	Exhibit 10(l-7) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2015 ("2015 Form 10-K")
10(l-8)	Sixth Amendment to LTIP	Exhibit 10(l-8) to 2015 Form 10-K
10(l-9)	Seventh Amendment to LTIP	Filed herewith
10(m)	Key Executive Incentive Bonus Plan, as amended and restated	Exhibit B to EMCOR's Proxy Statement for its Annual Meeting held June 13, 2013
10(n)	Amended and Restated 2010 Incentive Plan	Exhibit 10.1 to Form 8-K (Date of Report June 11, 2020)
10(o)	EMCOR Group, Inc. Employee Stock Purchase Plan	Exhibit C to EMCOR's Proxy Statement for its Annual Meeting held June 18, 2008
10(p)	Director Award Program Adopted May 13, 2011, as amended and restated December 14, 2011	Exhibit 10(n)(n) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2011
10(q)	Form of Non-LTIP Stock Unit Certificate	Exhibit 10(p)(p) to the March 31, 2012 Form 10-Q
10(r)	Form of Director Restricted Stock Unit Agreement	Exhibit 10(k)(k) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012 ("June 2012 Form 10-Q")
10(s)	Director Award Program, as Amended and Restated December 16, 2014	Exhibit 10(z) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2014
10(t)	EMCOR Group, Inc. Voluntary Deferral Plan	Exhibit 10(E)(E) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2012 ("2012 Form 10-K")
10(u)	First Amendment to EMCOR Group, Inc. Voluntary Deferral Plan	Exhibit 10(e)(e) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2013
10(v)	Form of Executive Restricted Stock Unit Agreement	Exhibit 10(F)(F) to 2012 Form 10-K
10(w)	Executive Compensation Recoupment Policy	Exhibit 10(h)(h) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2015
10(x)	Restricted Stock Unit Award Agreement dated June 30, 2017 between EMCOR and Mark A. Pompa	Exhibit 10(f)(f) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2017
14	Code of Ethics of EMCOR for Chief Executive Officer and Senior Financial Officers	Exhibit 14 to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2003
21	List of Significant Subsidiaries	Filed herewith
23.1	Consent of Ernst & Young LLP	Filed herewith
31.1	Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by Anthony J. Guzzi, the Chairman, President and Chief Executive Officer	Filed herewith
31.2	Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by Mark A. Pompa, the Executive Vice President and Chief Financial Officer	Filed herewith
32.1	Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the Chairman, President and Chief Executive Officer	Furnished
32.2	Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the Executive Vice President and Chief Financial Officer	Furnished
95.1	Information concerning mine safety violations or other regulatory matters	Filed herewith

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
101	The following materials from EMCOR Group, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2021, formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) the Consolidated Balance Sheets, (ii) the Consolidated Statements of Operations, (iii) the Consolidated Statements of Comprehensive Income, (iv) the Consolidated Statements of Cash Flows, (v) the Consolidated Statements of Equity and (vi) the Notes to Consolidated Financial Statements.	Filed
104	Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101)	Filed

Pursuant to Item 601(b)(4)(iii) of Regulation S-K, upon request of the Securities and Exchange Commission, the Registrant hereby undertakes to furnish a copy of any unfiled instrument which defines the rights of holders of long-term debt of the Registrant's subsidiaries.

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: February 24, 2022

EMCOR GROUP, INC.
(Registrant)

BY: /s/ ANTHONY J. GUZZI
Anthony J. Guzzi
Chairman, President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities indicated on February 24, 2022.

/s/ ANTHONY J. GUZZI **Anthony J. Guzzi**	Chairman, President and Chief Executive Officer (Principal Executive Officer)
/s/ MARK A. POMPA **Mark A. Pompa**	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
/s/ JASON R. NALBANDIAN **Jason R. Nalbandian**	Vice President and Chief Accounting Officer (Principal Accounting Officer)
/s/ JOHN W. ALTMEYER **John W. Altmeyer**	Director
/s/ RONALD L. JOHNSON **Ronald L. Johnson**	Director
/s/ DAVID H. LAIDLEY **David H. Laidley**	Director
/s/ CAROL P. LOWE **Carol P. Lowe**	Director
/s/ M. KEVIN MCEVOY **M. Kevin McEvoy**	Director
/s/ WILLIAM P. REID **William P. Reid**	Director
/s/ STEVEN B. SCHWARZWAELDER **Steven B. Schwarzwaelder**	Director
/s/ ROBIN WALKER-LEE **Robin Walker-Lee**	Director

SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS
(In thousands)

Description	Balance at Beginning of Year	Costs and Expenses	Cumulative Effect Adjustment (1)	Deductions (2)	Balance at End of Year
Allowance for credit losses					
Year Ended December 31, 2021	$ 18,031	8,041	—	(2,538)	$ 23,534
Year Ended December 31, 2020	$ 14,466	3,269	3,150	(2,854)	$ 18,031
Year Ended December 31, 2019	$ 15,361	2,628	—	(3,523)	$ 14,466

(1) Represents the adjustment to our allowance for credit losses, which was recorded to retained earnings upon the adoption of Accounting Standards Codification Topic 326.

(2) Deductions primarily represent uncollectible balances of accounts receivable written off, net of recoveries.

EXHIBIT 21

LIST OF SIGNIFICANT SUBSIDIARIES	JURISDICTION OF INCORPORATION
Dyn Specialty Contracting, Inc.	Virginia
MES Holdings Corporation	Delaware
EMCOR Construction Services, Inc.	Delaware
EMCOR International, Inc.	Delaware
EMCOR Mechanical/Electrical Services (East), Inc.	Delaware
EMCOR (UK) Limited	England
EMCOR Group (UK) plc	England
EMCOR Facilities Services, Inc.	Ohio
EMCOR-CSI Holding Co.	Delaware
FR X Ohmstede Acquisitions Co.	Delaware
RepconStrickland, Inc.	Delaware

EXHIBIT 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statement (Form S-8 No. 333-168503) pertaining to the 2010 Incentive Plan of EMCOR Group, Inc.,

(2) Registration Statement (Form S-8 No. 333-152764) pertaining to the EMCOR Group, Inc. Employee Stock Purchase Plan,

(3) Registration Statement (Form S-8 No. 333-147015) pertaining to the 2007 Incentive Plan of EMCOR Group, Inc.,

(4) Registration Statement (Form S-8 No. 333-112940) pertaining to the EMCOR Group, Inc. Stock Option Agreements dated as of January 4, 1999, May 5, 1999, January 3, 2000, January 2, 2001, December 14, 2001, January 2, 2002, June 19, 2002, October 25, 2002, January 2, 2003, February 27, 2003, and January 2, 2004, the EMCOR Group, Inc. 2003 Non-Employee Directors' Stock Option Plan and the EMCOR Group, Inc. 2003 Management Stock Incentive Plan, and

(5) Registration Statement (Form S-8 No. 333-186926) pertaining to the EMCOR Group, Inc. Voluntary Deferral Plan;

of our reports dated February 24, 2022, with respect to the consolidated financial statements of EMCOR Group, Inc. and subsidiaries, and the effectiveness of internal control over financial reporting of EMCOR Group, Inc. and subsidiaries, included in this Annual Report (Form 10-K) of EMCOR Group, Inc. for the year ended December 31, 2021.

/s/ Ernst & Young LLP

Stamford, Connecticut
February 24, 2022

EXHIBIT 31.1

CERTIFICATION

I, Anthony J. Guzzi, certify that:

1. I have reviewed this annual report on Form 10-K of EMCOR Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)), and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 24, 2022

/s/ ANTHONY J. GUZZI

Anthony J. Guzzi
Chairman, President and
Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION

I, Mark A. Pompa, certify that:

1. I have reviewed this annual report on Form 10-K of EMCOR Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)), and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 24, 2022

/s/ MARK A. POMPA

Mark A. Pompa
Executive Vice President and
Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of EMCOR Group, Inc. (the "Company") on Form 10-K for the period ended December 31, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Anthony J. Guzzi, Chairman, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 24, 2022

/s/ ANTHONY J. GUZZI

Anthony J. Guzzi
Chairman, President and
Chief Executive Officer

EXHIBIT 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of EMCOR Group, Inc. (the “Company”) on Form 10-K for the period ended December 31, 2021 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Mark A. Pompa, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 24, 2022

/s/ MARK A. POMPA

Mark A. Pompa
Executive Vice President and
Chief Financial Officer

Welsbach Electric
of Long Island
An EMCOR Company

Welsbach Electric Corp. of L.I.
300 Newtown Road
Plainview, NY 11803
516.454.0023 • Fax: 516.454.0282

Business History Form

Referring to affirmative answer to
Question 13

13. In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

The following is a schedule detailing same for the past five (5) years:

WELSBACH ELECTRIC CORP. (College Point)

Date	Agency	Complaint	Outcome
9/19/19	OSHA	Citation 1 Employees performing maintenance work on traffic lanterns from the bucket truck over an active traffic lane were exposed to struck-by-hazards from vehicles passing underneath. OSHA Citation and Notification Penalty No. 1430177 (the "Citation") was resolved upon the filing on October 2, 2020 of a Joint Notification of Settlement with the Occupational Safety and Health Review Commission under Docket No. 20-0511. A copy is attached. One violation was alleged in the Citation, which violation has been amended to an, other than serious violation of 29 C.F.R. 1926 200(g)(1). Welsbach has bolstered its safety program by (i) retraining all workers in the safe operation of vehicles used in the performance of work, which training shall again be conducted in October 2020, and (ii) augmenting its spot check of nighttime work locations. See Attachment IV (a)	Status: Settled Citation: Other than Serious Conference: 10/2/2020
3/9/2021	NYC HR	Discrimination Paul Tortorice	Status: Pending
3/29/2021	NYC HR	Disability Mario Perez	Status: Settled 6/21/2021

Various	NYC DEP	Citizens Idling Summons See Attachment IV (b)	See Attachment IV (b)

Except for common ownership by the same parent, there is no direct relationship between Welsbach Electric Corp. of L. I. and Welsbach Electric Corp., including no facilities, or operations.

HERITAGE MECHANICAL SERVICES, INC.

Date	Agency	Complaint	Outcome
03//10/17	NYS Division of Human Rights	Gender Discrimination (Melanie Demicco)	NYS Dismissal, No probable cause 12/14/2017
07/05/19	NYS Division of Human Rights	Discrimination (Dilber Pacheco)	NYS Dismissal, No probable cause 12/19/2019
Various	NYC DEP	Citizens Idling Summons See Attachment IV (b)	See Attachment IV (b)

Except for common ownership by the same parent, there is no direct relationship between Welsbach Electric Corp. of L. I. and Heritage Mechanical Services Inc., including no common management, personnel, facilities, or operations.

Forest Electric Corp.

Date	Agency	Complaint	Outcome
Various	NYC DEP	Citizens Idling Summons See Attachment IV (b)	See Attachment IV (b)

Except for common ownership by the same parent, there is no direct relationship between Welsbach Electric Corp. of L.I. and Forest Electric Corp., including no common management, personnel, facilities, or operations.

Penguin Air Conditioning Corp.

Date	Agency	Complaint	Outcome
Various	NYC DEP	Citizens Idling Summons See Attachment IV (b)	See Attachment IV (b)

Except for common ownership by the same parent, there is no direct relationship between Welsbach Electric Corp. of L.I. and Penguin Air Conditioning Corp., including no common management, personnel, facilities, or

Welsbach
Electric Corp.
An EMCOR Company

May 13, 2020

Attn: NYCEDC

OSHA Citation & Notification Penalty No. 1430177 was resolved upon the filing on Oct. 2, 2020 of a Joint Settlement with OSHA under Docket No. 20-0511. Violation was amended to other than serious violation of 29 C.F.R 1923 200(g)(1). A fine of $13,494.00 was issued and paid.

Very truly yours,

P.A. Ronzetti

Peter A. Ronzetti
Executive VP | COO
Welsbach Electric Corp.

Welsbach Electric Corp.
111-01 14th Avenue
P.O. Box 560252
College Point, NY 11356-0252
Phone: 718.670.7900
Fax: 718-670-7999
www.welsbachelectric.com

Welsbach
Electric Corp.
An EMCOR Company

May 13, 2020

Attn: PASSPort

OSHA Citation & Notification Penalty No. 1430177 was resolved upon the filing on Oct. 2, 2020 of a Joint Settlement with OSHA under Docket No. 20-0511. Violation was amended to other than serious violation of 29 C.F.R 1923 200(g)(1). A fine of $13,494.00 was issued and paid.

Very truly yours,

PA A. Ronzetti

Peter A. Ronzetti
Executive VP | COO
Welsbach Electric Corp.

Welsbach Electric Corp.
111-01 14th Avenue
P.O. Box 560252
College Point, NY 11356-0252
Phone: 718.670.7900
Fax: 718-670-7999

UNITED STATES OF AMERICA
OCCUPATIONAL SAFETY & HEALTH REVIEW COMMISSION
1120 20th Street, N.W., Ninth Floor
Washington, DC 20036-3457

EUGENE SCALIA, Secretary of Labor, United States Department of Labor, Complainant, v. Welsbach Electric Corp. Respondent.	: : : : :	OSHRC DOCKET. NO. 20-0511

JOINT NOTIFICATION OF FULL SETTLEMENT

The parties respectfully notify the Court that the parties have fully settled the above captioned case and have executed a formal settlement agreement.

CERTIFICATION OF CITATION ITEMS FULLY SETTLED

The parties certify that all citation items in this case have been fully settled. All settled citation items are set forth, on a separate row, in the following chart. Commission Rule 100(b)(1)(i).[1]

Citation No.	Item No.	Resolution: Settled / Withdrawn
1	1	Settled

CERTIFICATION OF POSTING

The parties certify that the executed settlement agreement was posted to provide notice to the affected employees.[2] Commission Rules 7(g); 100(b)(1)(ii); 100(c). The parties certify that

[1] OSHRC's new Rules of Procedure were effective June 10, 2019 and all references contained herein refer to these revised Rules. Rules of Procedure, 84 Fed. Reg. 14554 (April 10, 2019) (to be codified at 29 C.F.R. pt. 2200). (https://www.federalregister.gov/documents/2019/04/10/2019-06581/rule s-of-procedure).

the settlement agreement was posted at a location prescribed by Commission Rule 7(g) on the following date: 10/1/2020.

The settlement agreement shall remain posted for fourteen (14) days.

CERTIFICATION OF SERVICE

The parties certify that the executed settlement agreement was served on the authorized employee representative of the affected employees[3] in a manner prescribed in Commission Rule 7(c) on the following date: 10/1/2020. Commission Rules 7(f); 100(b)(1)(ii); 100(c).

CERTIFICATION REGARDING PARTY WHO HAS ELECTED PARTY STATUS

The parties certify that any party who has elected party status, under Commission Rule 20, has been afforded an opportunity to provide input on all matters pertaining to the settlement before the settlement agreement was finalized. Commission Rule 100(b)(1)(iii).

CERTIFICATION WHETHER SETTLEMENT INCLUDES PLEADING WITHDRAWAL, AND WHETHER THE WITHDRAWAL IS WITH PREJUDICE

In the following chart, the parties certify the status of any citations, notifications, notices, or petitions, withdrawn in the settlement agreement, and certify whether the withdrawal was with or without prejudice. Each citation item and notification of proposed penalty withdrawn is included, on a separate row, in the chart. Commission Rule 100(b)(1)(iv).

List of Pleadings Withdrawn	**Withdrawal — With or Without Prejudice**

[2] In cases where *all* affected employees are represented by an authorized employee representative an alternative certification shall be included in the Joint Notification of Full Settlement, rather than the posting certification stated above. The alternative certification shall comply with Commission Rules 7(f); 100(b)(1)(ii); 100(c) and shall include the date of service.

[3] If *all* affected employees are not represented by an authorized employee representative, an additional certification of posting shall be included in the Joint Notification of Full Settlement. Commission Rules 7(g); 100(b)(1)(ii); 100(c). The settlement agreement shall remain posted for fourteen (14) days.
The parties certify that the settlement agreement was posted at a location prescribed by Commission Rule 7(g) on the following date: 10/1/2020

Notice of Contest	With Prejudice

ACKNOWLEDGEMENT THAT THE PARTIES HAVE NOT PROVIDED THE SETTLEMENT AGREEMENT WITH THIS JOINT NOTIFICATION.

The parties confirm that they have not incorporated the settlement agreement in, or append it to, this joint Notification of Settlement. See Commission Rule 100(b)(2).

DRAFT ORDER TERMINATING PROCEEDING.

The parties confirm that they have filed, for execution by the Judge, a draft Order Terminating Proceeding, acknowledging that the parties have resolved contested citation items and agreed to terminate the proceeding before the Commission, pursuant to Commission Rules 100(b)(3); 100(c).

Date: 10/1/2020

EXECUTED BY:

WELSBACH ELECTRIC CORP.
Respondent

By:
PAUL MURDY
Murtagh, Cohen, Byrne, Cutter, Murdy
100 North Park Avenue
Rockville Centre, NY11570

On behalf of Respondent,
Welsbach Electric Corp., Inc.

KATE S. O'SCANNLAIN
Solicitor of Labor

JEFFREY S. ROGOFF
Regional Solicitor

By: Ndidi Menkiti

NDIDI N. MENKITI
Trial Attorney
U.S. Department of Labor
Office of the Solicitor
201 Varick Street, Room 983
New York, New York 10014
Tel. 646-264-3640
Menkiti.ndidi.n@dol.gov

On behalf of Complainant,
Secretary of Labor.

CERTIFICATE OF SERVICE

I certify that on 10/1/2020, a copy of the **Joint Notification of Full Settlement** was served through the E-File system and by email on the following parties:

Paul Murdy

MCB50@msn.com
Attorney for Respondent,
Welsbach Electric Corp.

/s/ Ndidi Menkiti
Ndidi Menkiti
Trial Attorney
Menkiti.ndidi.n@dol.gov

United States Department of Labor
Office of the Regional Solicitor
Attorneys for Complainant

ATTACHMENT IV (b)

CITIZENS SUMMONS BY COMPANY

Company	EIN	Type	Description	Summons #	Occurance	Hearing Date	Status	Date Paid	PASSPORT ENTRY				Section	PASSport Status	Last Update on Summons	Notes
									WEC	CORP.	HMS	FEC				
Forest Electric Corp,	132931692	Administrative	Paid Citizens Idling Summons	000663168Z	9/12/2019	9/30/2020	Paid	9/30/2020	Y		Y		S5,2	Final	4/30/2021	
Heritage Mechanical Services, Inc.	112302904	N/A	DISMISSED Citizens Idling Summons	000671515Y	6/20/2019	1/20/2021	Dismissed	1/20/2021	Y		Y		S6,1	Final	4/30/2021	
Heritage Mechanical Services, Inc.	112302904	Administrative	DISMISSED Citizens Idling Summons	000666410L	6/20/2019	5/26/2020	Dismissed	1/20/2021	N		Y		s5,1	Final	5/17/2021	
Heritage Mechanical Services, Inc.	112302904	Administrative	Citizens Idling Summons	000674769H	1/19/2021	6/4/2021	Paid	4/19/2021	N		Y		s5,2	Final	5/17/2021	
Penguin Air Conditioning Corp.	111684185	Administrative	Paid Citizens Idling Summons	0006653818	12/11/2019	5/18/2020	Paid	5/18/2020	Y		Y		S5,2	Final	4/30/2021	
Welsbach Electric Corp.	112254226	N/A	DISMISSED Citizens Idling Summons	000661079H	5/29/2019	10/30/2020	Dismissed	10/30/2020	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	112254226	N/A	DISMISSED Citizens Idling Summons	000661850M	7/30/2019	10/16/2020	Dismissed	10/16/2020	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	112254226	N/A	DISMISSED Citizens Idling Summons	000665248H	10/8/2019	9/29/2020	Dismissed	9/29/2020	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	112254226	N/A	DISMISSED Citizens Idling Summons	000663324L	10/24/2019	10/30/2020	Dismissed	10/30/2020	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	112254226	N/A	DISMISSED Citizens Idling Summons	000669035M	11/7/2019	10/19/2020	Dismissed	10/30/2020	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	112254226	N/A	DISMISSED Citizens Idling Summons	000672157H	12/29/2019	2/8/2021	Dismissed	2/8/2021	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	112254226	N/A	DISMISSED Citizens Idling Summons	000668805P	3/20/2020	10/30/2020	Dismissed	10/30/2020	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	112254226	N/A	DISMISSED Citizens Idling Summons	000669393M	5/11/2020	10/23/2020	Dismissed	11/9/2020	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	112254226	N/A	DISMISSED Citizens Idling Summons	000672644P	8/31/2020	3/9/2021	Dismissed	3/9/2021	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	112254226	N/A	DISMISSED Citizens Idling Summons	000672744M	9/2/2020	3/9/2021	Dismissed	3/9/2021	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	112254226	Administrative	Paid Citizens Idling Summons	000662047h	8/14/2019	3/16/2021	Paid	4/12/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.	112254226	Administrative	Paid Citizens Idling Summons	000673702Z	8/14/2019	3/31/2021	Paid	4/12/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.	112254226	Administrative	Paid Citizens Idling Summons	000664534Y	10/16/2019	3/16/2021	Paid	4/12/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.	112254226	Administrative	Paid Citizens Idling Summons	000672984L	10/19/2019	3/10/2021	Paid	4/12/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.	112254226	Administrative	Paid Citizens Idling Summons	000673363N	12/2/2019	3/23/2021	Paid	4/12/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.	112254226	Administrative	Paid Citizens Idling Summons	000670274H	6/22/2020	12/1/2020	Paid	1/5/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.	112254226	Administrative	Citizens Idling Summons	000663415R	3/28/2019	6/22/2021	Dismissed	6/22/2021	Y				s5,1	Final	7/22/2021	
Welsbach Electric Corp.	112254226	Administrative	Citizens Idling Summons	000674708Y	5/30/2019	5/3/2021	Paid	7/7/2021	Y				s5,2	Final	7/22/2021	
Welsbach Electric Corp.	112254226	Administrative	Citizens Idling Summons	000674674P	7/30/2019	5/3/2021	Paid	7/22/2021	Y				s5,2	Final	7/22/2021	
Welsbach Electric Corp.	112254226	Administrative	Citizens Idling Summons	000671303M	12/18/2019	7/19/2021	Pending		Y				S1,5		7/22/2021	New Hearing Date
Welsbach Electric Corp.	112254226	Administrative	Citizens Idling Summons	000675140P	1/7/2020	5/17/2021	Dismissed	5/20/2021	Y				s5,1	Final	7/22/2021	
Welsbach Electric Corp.	112254226	Administrative	Citizens Idling Summons	000670363J	2/2/2020	10/25/2021	Pending		Y				S1,5		7/22/2021	New Hearing Date
Welsbach Electric Corp.	112254226	Administrative	Citizens Idling Summons	000675147H	2/4/2020	5/17/2021	Dismissed	5/20/2021	Y				s5,1	Final	7/22/2021	
Welsbach Electric Corp.	112254226	Administrative	Citizens Idling Summons	000675146X	2/4/2020	5/17/2021	Dismissed	5/20/2021	Y				s5,1	Final	7/22/2021	

Welsbach Electric Corp.	112254226	Administrative	Citizens Idling Summons	000286485L	4/17/2020	7/28/2021	Pending		Y				S1,5		7/22/2021	New Hearing Date
Welsbach Electric Corp.	112254226	Administrative	Citizens Idling Summons	000674573X	10/27/2020	4/28/2021	Paid	4/22/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.	112254226	Administrative	Citizens Idling Summons	000674894R	11/5/2020	5/10/2021	Paid	5/10/2021	Y				s5,2	Final	7/22/2021	
Welsbach Electric Corp.	112254226	Administrative	Citizens Idling Summons	000674899X	11/9/2020	5/10/2021	Paid	5/10/2021	Y				s5,2	Final	7/22/2021	
Welsbach Electric Corp.	112254226	Administrative	Citizens Idling Summons	00675258K	11/16/2020	8/18/2021	Pending		Y				S1,5		7/22/2021	New Hearing Date
Welsbach Electric Corp.	112254226	Administrative	Citizens Idling Summons	0006755533X	12/23/2020	5/10/2021	Dismissed	6/21/2021	Y				s5,1	Final	7/22/2021	
Welsbach Electric Corp.	112254226	Administrative	~~Citizens Idling Summons~~	~~000665765x~~	~~12/18/2019~~	~~6/20/2020~~	~~Processing~~		No		Y		s5,2		4/30/2021	*Not Entered Record Not Found
Welsbach Electric Corp.	112254226	Administrative	~~Citizens Idling Summons~~	~~000665650X~~	~~12/20/2019~~	~~6/18/2020~~	~~Processing~~		No		Y		s5,2		4/30/2021	*Not Entered Record Not Found
Welsbach Electric Corp.	112254226	Administrative	Citizens Idling Summons	000674209J	3/21/2020	4/19/2021	Paid	4/22/2021	Y		Y		s5,2	Final	4/30/2021	
Welsbach Electric Corp.	112254226	Administrative	Citizens Idling Summons	000673999Z	8/31/2020	8/9/2021	Processing		Y				S1,5		7/22/2021	
Welsbach Electric Corp.	112254226	Administrative	Dismissed Citizens Idling Summons	000674103L	9/22/2020	4/14/2021	Dismissed	4/14/2021	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	112254226	Administrative	Dismissed Citizens Idling Summons	000674102J	9/22/2020	4/14/2021	Dismissed	4/14/2021	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	112254226	Administrative	Dismissed Citizens Idling Summons	000604111L	10/2/2020	4/14/2021	Dismissed	4/14/2021	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	112254226	Administrative	Dismissed Citizens Idling Summons	000674116K	10/7/2020	4/14/2021	Dismissed	4/14/2021	Y		Y		s5,1	Final	4/30/2021	
Welsbach Electric Corp.	112254226	Administrative	Citizens Idling Summons	000676719Z	2/12/2020	7/14/2021	Pending		Y				S1,5		7/22/2021	New Hearing Date
Welsbach Electric Corp.	112254226	Administrative	Citizens Idling Summons	000675523M	11/4/2020	5/5/2021	Paid	5/19/2021	Y				s5,2	Final	7/22/2021	
Welsbach Electric Corp.	112254226	Administrative	Citizens Idling Summons	000675517X	10/26/2020	5/5/2021	Paid	5/19/2021	Y				s5,2	Final	7/22/2021	
Welsbach Electric Corp.	112254226	Administrative	DISMISSED Citizens Idling Summons	000676198M	11/9/2020	5/19/2021	Dismissed	6/16/2021	Y				s5,1	Final	7/22/2021	
Welsbach Electric Corp.	112254226	Administrative	Citizens Idling Summons	000675541X	12/4/2020	5/5/2021	Paid	7/22/2021	Y				s5,2	Final	7/22/2021	

License No. **1222**

Electrician's License

Town of Oyster Bay

Department of Planning and Development

Town Hall

Oyster Bay, New York 11771

Date Expires 12/31/2023

Date Issued 12/31/2020

IS A DULY LICENSED ELECTRICIAN AND IS AUTHORIZED TO DO ELECTRIC WORK IN THE TOWN OF OYSTER BAY

Name DANIEL T. PIQUETTE **Fee Paid** $ 150.00

Address 7 BOSTON AVENUE MEDFORD, NY 11763

TOBDPD – Electrician's License – Electrician's Copy

Elizabeth L. Maccarone

Commissioner

Department of Planning and Development

DEPARTMENT OF BUILDINGS
SAFETY INSPECTION AND ENFORCEMENT
TOWN OF NORTH HEMPSTEAD, MANHASSET, NY
JOHN NIEWENDER, BUILDING COMMISSIONER

DANIEL T PIQUETTE
WELSBACH ELECTRIC CORP OF LI
300 NEWTOWN RD
PLAINVIEW, NY 11803

License Type.....	**ToNH Electrician**
License Number.	**2326 E**
Date Issued........	**10/31/2019**
Renewal Date....	**12/31/2022**

Having given satisfactory evidence of competency, the above licensee is hereby licensed in accordance with Chapter 2 of the Code of the Town of North Hempstead, subject to the provisions of said code and all laws or ordinances applicable thereto.

Anecorese

Member, Examining Board of Electricians

Evan DePalma

TRI-TOWN

TOWN OF HEMPSTEAD DEPARTMENT OF BUILDINGS

FREDERICK A. JAWITZ
ACTING COMMISSIONER

One Washington Street, Hempstead, NY 11550
Office: 516.489.5000 Fax: 516.483.1573

Master Electrician's License

Renewal No. T070

License No. 2744 **Account No.** 9987 **Date of Issue** 12/18/2020

PIQUETTE, DANIEL
WELSBACH ELECT. CORP. OF L.I.
300 NEWTOWN ROAD
PLAINVIEW, NY 11803

TRI-TOWN

Renewal License Expiration Date 12/31/2023 **Fee Paid** $135.00

Having given satisfactory evidence of competency, is hereby licensed as a Master Electrician in accordance with the Electrical Code of the Town of Hempstead subject to the said provisions of said Electrical Code and Laws and Ordinances applicable thereto.

ACTING Commissioner of Buildings **Chairman Electrician's Examining Board**

COUNTY OF NASSAU

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

1. Name of the Entity: Welsbach Electric Corp. of L.I.

Address: 300 Newtown Rd

City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803

Country: US

2. Entity's Vendor Identification Number: 11-2354251

3. Type of Business: Public Corp (specify)

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

1 File(s) uploaded WEC LI Officer Affidavit, 2022.pdf

No principals have been attached to this form.

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

See Emcor Group, Inc. 2021 Annual Report (10k) for Executive Officers (Page 20) and Board of Directors (Page 98) of Emcor Group, Inc.

1 File(s) uploaded EME_AR_10K_2021.pdf

No shareholders, members, or partners have been attached to this form.

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

See Emcor Group, Inc. 2021 Annual Report (Attached under Question 5) page 100 for significant subsidiaries. Welsbach Electric Corp. of L.I. is part of EMCOR Construction Services and is the only Emcor subsidiary that will be taking part in the performance of any Nassau County contracts.

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

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

(a) Name, title, business address and telephone number of lobbyist(s):
None.

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

None.

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

None.

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

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

Electronically signed and certified at the date and time indicated by:
Timothy P. Miller [TPMILLER@EMCOR.NET]

Dated: 03/28/2022 01:22:38 PM

Title: President / C.E.O.

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

Welsbach
Electric of Long Island
An EMCOR Company

Welsbach Electric Corp. of L.I.
300 Newtown Road
Plainview, NY 11803
516.454.0023 • Fax: 516.454.0282

CERTIFICATE OF SECRETARY OF WELSBACH ELECTRIC CORP. OF L.I.

The undersigned, Michele Valenti, certifies that she is the duly elected, qualified and acting Secretary of Welsbach Electric Corp. of L. I., a corporation duly organized and existing under the laws of the State of New York, and that as such Secretary, she is the keeper of the corporate records and seal of said Corporation.

The undersigned further certifies:

1. Attached hereto as Exhibit A is a true, correct and complete copy of a resolution adopted upon written consent of the sole director of this Corporation dated as January 15, 2022; and said resolution does not contravene any provision of the certificate of incorporation or by-laws of said Corporation, and has not been rescinded or modified in any respect but still remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of January, 2022.

Michele Valenti, Secretary

EXHIBIT A

RESOLVED, that the following persons be, and hereby are, elected to hold the office of the Corporation set forth opposite his/her name until such time as his/her successor is elected and shall have qualified:

Timothy P. Miller	President and Chief Executive Officer
Peter A. Ronzetti	Executive Vice President and Chief Operating Officer
Michele Valenti	Vice President of Finance, Controller, Secretary and Treasurer
Daniel Piquette	Vice President of Industrial/Commercial and Asst. Secretary
Darlene Kummer	Vice President of Transportation

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2021

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission file number 1-8267

EMCOR Group, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**11-2125338**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)
301 Merritt Seven Norwalk, Connecticut	**06851-1092**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (203) 849-7800

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock	**EME**	**New York Stock Exchange**

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	☒	Accelerated Filer	☐	Non-accelerated Filer	☐	Smaller Reporting Company	☐	Emerging Growth Company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the common stock held by non-affiliates of the registrant was approximately $4,566,000,000 as of the last business day of the registrant's most recently completed second fiscal quarter, based upon the closing sale price on the New York Stock Exchange reported for such date. Shares of common stock held by each executive officer and director and by each person who owns 5% or more of the outstanding common stock (based solely on filings of such 5% holders) have been excluded from such calculation as such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

Number of shares of the registrant's common stock outstanding as of the close of business on February 18, 2022: 52,666,149 shares.

DOCUMENTS INCORPORATED BY REFERENCE

Part III. Portions of the definitive proxy statement for the 2022 Annual Meeting of Stockholders, which document will be filed with the Securities and Exchange Commission pursuant to Regulation 14A not later than 120 days after the end of the fiscal year to which this Form 10-K relates, are incorporated by reference into Items 10 through 14 of Part III of this Form 10-K.

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FORWARD-LOOKING STATEMENTS

This report contains forward-looking statements. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They generally contain words such as “anticipate,” “estimate,” “expect,” “project,” “intend,” “plan,” “believe,” “may,” “can,” “could,” “might,” variations of such wording and other words or phrases of similar meaning. Forward-looking statements in this report include discussions of our future operating or financial performance and other forward-looking commentary regarding aspects of our business, including market share growth, gross profit, remaining performance obligations, project mix, projects with varying profit margins, selling, general and administrative expenses, and trends in our business, and other characterizations of future events or circumstances, such as the effects of the COVID-19 pandemic. Each forward-looking statement included in this report is subject to risks and uncertainties, including those identified below in the “Risk Factors” section, the “Management’s Discussion and Analysis of Financial Condition and Results of Operations” section, and other sections of this report. Such risks and uncertainties could cause actual results to differ materially from those that might be anticipated from, or projected or implied by, our forward-looking statements. The forward-looking statements contained in this report speak only as of the filing date of this report. We undertake no obligation to update any forward-looking statements. However, any further disclosures made on related subjects in our subsequent reports filed with the Securities and Exchange Commission (the “SEC”) should be consulted. We caution investors not to place undue reliance on forward-looking statements, due to their inherent uncertainty.

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PART I

ITEM 1. BUSINESS

References to the “Company,” “EMCOR,” “we,” “us,” “our” and similar words refer to EMCOR Group, Inc. and its consolidated subsidiaries unless the context indicates otherwise.

Overview

We are one of the largest specialty contractors in the United States and a leading provider of electrical and mechanical construction and facilities services, building services, and industrial services. In 2021, we had revenues of approximately $9.9 billion. Our services are provided to a broad range of commercial, industrial, utility, and institutional customers through approximately 90 operating subsidiaries, which specialize principally in providing construction services relating to electrical and mechanical systems in all types of facilities and in providing various services relating to the operation, maintenance, and management of those facilities. Such operating subsidiaries are organized into the following reportable segments:

- United States electrical construction and facilities services
- United States mechanical construction and facilities services
- United States building services
- United States industrial services
- United Kingdom building services

Our operating subsidiaries offer comprehensive and diverse solutions on a broad scale and have a solid base of customers, including many long-standing relationships. We provide construction services and building services directly to corporations, municipalities and federal and state governmental entities, owners/developers, and tenants of buildings. We also provide our construction services indirectly by acting as a subcontractor to general contractors, systems suppliers, construction managers, developers, property managers, and other subcontractors. Our industrial services are generally provided directly to refineries and petrochemical plants.

Our revenues are derived from many different customers in numerous industries, which have operations in several different geographical areas. Of our 2021 revenues, approximately 95% were generated in the United States and approximately 5% were generated in foreign countries, substantially all in the United Kingdom. In 2021, approximately 60% of our revenues were derived from our construction operations, approximately 30% of our revenues were derived from our building services operations and approximately 10% of our revenues were derived from our industrial services operations. For additional information regarding our revenues, see Note 3 - Revenue from Contracts with Customers of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data.

We believe that our range of service offerings, technical capability, and strong project execution, along with our safety culture and financial resources, differentiate us from our competition and position us to benefit from future capital spending by our customers. Our strategies of expanding our portfolio of service offerings for existing and potential customers and increasing or enhancing our presence in core end markets, along with our commitment to industry-leading best practices and technological and training capabilities, place us in the position to capitalize on opportunities and trends in the industries we serve and expand our operations to select new markets.

Increasingly, our services are focused on delivering sustainable energy solutions, enhancements in energy efficiency, reductions in waste and emissions, and improvements in the safety and comfort of our customers’ facilities.

The broad scope of our operations is more particularly described below. For detailed segment financial information refer to Note 18 - Segment Information of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data.

Our executive offices are located at 301 Merritt Seven, Norwalk, Connecticut 06851-1092, and our telephone number at those offices is (203) 849-7800.

Operations

United States electrical and mechanical construction and facilities services operations:

Our electrical and mechanical construction services primarily involve the design, integration, installation, start-up, operation and maintenance, and provision of services relating to:

- Systems for electrical power transmission, distribution, and generation, including power cables, conduits, distribution panels, transformers, generators, uninterruptible power supply systems, and related switch gear and controls;
- Sustainable energy solutions such as solar, photovoltaic, and wind, as well as the installation of electric vehicle charging stations;
- Premises electrical and lighting systems, including fixtures and controls;
- Process instrumentation in the refining, chemical processing, and food processing industries;
- Low-voltage systems, such as fire alarm, security, and process control systems;
- Voice and data communications, including fiber optic and low voltage cabling, distributed antenna systems, audiovisual systems, and wireless access points;
- Roadway and transit lighting and signaling and fiber optic lines;
- Heating, ventilation, air conditioning, and refrigeration, including both traditional mechanical systems as well as geothermal solutions;
- Clean-room process ventilation systems;
- Fire protection and suppression systems;
- Plumbing, process and high-purity piping systems;
- Controls and filtration systems;
- Water and wastewater treatment systems;
- Central plant heating and cooling systems;
- Crane and rigging services;
- Millwright services; and
- Steel fabrication, erection, and welding services.

The electrical and mechanical construction services industry has experienced growth due principally to the increased content, complexity, and sophistication of electrical and mechanical systems resulting, in part, from growth in digital processing, cloud computing, and data storage. In addition, facilities of all types require extensive electrical distribution systems, sophisticated power supplies, networks of low-voltage and fiber-optic communications cabling, and various mechanical, plumbing, and fire protection and suppression systems. Moreover, the need for substantial environmental controls within a building, due to the heightened need to maintain extensive computer systems at optimal temperatures, and the demand for increased energy efficiency, have continued to expand opportunities for our electrical and mechanical services businesses. The demand for these services is typically driven by non-residential construction and renovation activity.

Our electrical and mechanical construction services generally fall into one of three categories: (a) large installation projects, with contracts often in the multi-million dollar range, that involve: (i) the construction of manufacturing facilities, data centers, warehousing and distribution facilities, and commercial buildings, (ii) institutional and public works projects, or (iii) the fit-out of large blocks of space within commercial buildings, (b) large and medium sized capital and maintenance projects for commercial, manufacturing, pharmaceutical, healthcare, oil and gas, industrial, and petrochemical clients and (c) smaller installation projects, of a short duration, typically involving fit-out, renovation, and retrofit work. We also install and maintain lighting for streets, highways, bridges and tunnels, traffic signals, computerized traffic control systems, and signal and communication systems for mass transit systems in several metropolitan areas. In addition, we manufacture and install sheet metal air handling systems for both our own mechanical construction operations and for unrelated mechanical contractors. We also maintain welding and pipe fabrication shops in support of some of our mechanical operations.

Our United States electrical and mechanical construction operations accounted for about 60% of our 2021 total revenues. Of such revenues, approximately 34% were generated by our electrical construction operations and approximately 66% were generated by our mechanical construction operations.

We provide electrical and mechanical construction services for both large and small installation and renovation projects. Our largest projects have included those: (a) for commercial purposes (such as office buildings, data centers, convention centers, sports stadiums, and shopping malls); (b) for manufacturing and industrial purposes (such as pharmaceutical plants, steel, pulp and paper mills, food processing, automotive and semiconductor manufacturing facilities, power generation (including sustainable energy solutions such as solar and wind), oil and gas refineries, and chemical processing plants); (c) for transportation purposes (such as highways, bridges, airports, and transit systems); (d) for institutional purposes (such as educational and correctional facilities and research laboratories); (e) for healthcare purposes; (f) for water and wastewater purposes; and (g) for hospitality purposes (such as resorts, hotels, and gaming facilities). Our largest projects, which typically range in size from $10 million up to and occasionally exceeding $200 million, represented approximately 38% of our electrical and mechanical construction services revenues in 2021. Depending on the size and complexity of these projects, they may span multiple years and typically require significant technical and management skills and the financial strength to obtain performance bonds, which are often a condition to bidding for and winning these projects.

Our projects of less than $10 million accounted for approximately 62% of our electrical and mechanical construction services revenues in 2021. These projects are typically completed in less than one year. They usually involve electrical and mechanical construction services when an end-user or owner undertakes construction or modification of a facility to accommodate a specific use, upgrade or replace aging systems, or increase energy efficiency. These projects frequently require electrical and mechanical systems to meet special needs such as critical systems power supply, fire protection systems, special environmental controls and high-purity air systems, sophisticated electrical and mechanical systems for data centers, new production lines in manufacturing plants, and office arrangements in existing office buildings. They are not usually dependent upon the new construction market. Demand for these projects and types of services is often prompted by the expiration of leases, changes in technology, the demand for more energy efficient systems, or changes in the customer’s plant or office layout in the normal course of a customer’s business.

United States and United Kingdom building services operations:

Our building services, which are provided to a wide range of facilities, including commercial, utility, institutional, and governmental facilities, include:

- Mobile mechanical maintenance and services for mechanical, electrical, plumbing, fire safety, and building automation systems;
- Small modification and retrofit projects;
- Program development, management, and maintenance for energy systems, including LEED Certified solutions to assist our customers in reducing energy consumption;
- Technical consulting and diagnostic services;
- Services aimed at improving indoor air quality;
- Installation and support for building systems;
- Commercial and government site-based operations and maintenance;
- Facility management, maintenance, and services;
- Floor care and janitorial services, including enhanced cleaning and sanitization services;
- Landscaping, lot sweeping, and snow removal;
- Other building services, including reception, security, and catering services;
- Vendor management and call center services;
- Military base operations support services;
- Infrastructure and building projects for federal, state, and local governmental agencies; and
- Outage services to utilities and industrial plants.

While not all of the above services are performed in both countries, we provide building services throughout the United States and United Kingdom. Our building services operations have built upon our traditional electrical and mechanical construction operations and our client relationships to expand the scope of services being offered and to develop packages of services for customers on a local, regional, and national basis.

Our building services operations, which generated approximately 30% of our 2021 total revenues, provide services to owners, operators, tenants, and managers of all types of facilities both on a contractual basis for a specified period of time and on an individual task order basis. Of our building services revenues for 2021, approximately 83% were generated in the United States and approximately 17% were generated in the United Kingdom.

Demand for our building services is often driven by customers' decisions to focus on their core competencies, customers' programs to reduce costs, the increasing technical complexity of their facilities, including their mechanical, electrical, building automation, voice and data, and other systems, and the need for increased reliability, energy efficiency, and air filtration and sanitization. These trends have led to outsourcing and privatization programs whereby customers in both the private and public sectors seek to contract out those activities that support, but are not directly associated with, the customer's core business. Clients of our building services business include federal and state governments, institutional organizations, utilities, independent power producers, healthcare providers, and major corporations engaged in information technology, telecommunications, pharmaceuticals, financial services, and manufacturing, as well as large retailers and other businesses with geographically dispersed locations.

We provide building services at a number of prominent buildings, including those that house the Secret Service, the Federal Deposit Insurance Corporation, the Government Accountability Office, and the Department of Health and Human Services, as well as other government facilities, including the NASA Jet Propulsion Laboratory. We also provide building services, as a prime contractor or a subcontractor, to U.S. military bases, including the Defense Intelligence Agency located on Joint Base Anacostia-Bolling, and are involved in a joint venture providing building services to NASA's Armstrong Flight Research Center. The agreements pursuant to which this division provides services to the federal government are frequently for a base period and a number of option years exercisable at the sole discretion of the government, are often subject to renegotiation by the government in terms of scope of services, and are subject to termination by the government prior to the expiration of the applicable term.

United States industrial services operations:

Our industrial services are primarily provided to customers within the oil, gas, and petrochemical industries and consist of:

- Refinery turnaround planning and engineering services;
- Specialty welding services;
- Overhaul and maintenance of critical process units in refineries and petrochemical plants;
- Specialty technical services for refineries and petrochemical plants;
- Instrumentation and electrical services for energy infrastructure;
- On-site repairs, maintenance, and service of heat exchangers, towers, vessels, and piping;
- Design, manufacturing, repair, and hydro blast cleaning of shell and tube heat exchangers and related equipment; and
- Renewable energy services, including large scale solar projects, energy storage, and waste to biogas solutions.

Our industrial services business, which generated approximately 10% of our 2021 total revenues, is a recognized leader in the refinery turnaround market and has a presence in the petrochemical market. Demand for these services is highly dependent on the strength of the oil and gas and related industrial markets. Our industrial services operations perform turnaround and maintenance services for critical units of refineries and petrochemical plants to upgrade, repair, and maintain them. Such services include: (a) engineering and planning in advance of complex refinery turnarounds; (b) overhaul and maintenance of critical process units (including hydrofluoric alkylation units, fluid catalytic cracking units, coking units, heaters, heat exchangers, and related mechanical equipment) during refinery and petrochemical plant shut downs; (c) replacement and new construction capital projects for refineries and petrochemical plants; (d) instrumentation and electrical services for energy infrastructure; and (e) other related specialty services such as: (i) welding (including pipe welding) and fabrication; (ii) heater, boiler, and reformer repairs and replacements; converter repair and revamps; and vessel, exchanger and tower services; (iii) tower and column repairs in refineries and petrochemical plants; (iv) installation and repair of refractory materials for critical units in process plants to protect equipment from corrosion, erosion, and extreme temperatures; and (v) acid-proofing services to protect critical components at refineries from chemical exposure. These businesses also design and manufacture highly engineered shell and tube heat exchangers and provide maintenance, repair, and cleaning services for heat exchangers both in the field and at our own shops, including tube and shell repairs, bundle repairs, and extraction services.

In addition to these traditional industrial services, we are working to leverage our expertise in industrial services to construct and maintain carbon capture technologies and renewable energy projects.

Competition

Across our operations, we compete with national, regional, and local companies, many of which are small, owner-operated entities that carry on their businesses in a limited geographic area, as well as with certain foreign companies.

The electrical and mechanical construction services industry is highly fragmented and our competition includes thousands of small companies across the United States. In addition, there are a number of larger public companies focused on providing either electrical and/or mechanical construction services, such as APi Group Corporation, Comfort Systems USA, Inc., Dycom Industries, Inc., IES Holdings, Inc., MasTec, Inc., MYR Group, Inc., and Tutor Perini Corporation. A majority of our revenues are derived from projects requiring competitive bids; however, an invitation to bid is often conditioned upon prior experience, technical capability, and financial strength. Competitive factors in the electrical and mechanical construction services business include: (a) the availability of qualified and/or licensed personnel; (b) reputation for integrity and quality; (c) safety record; (d) cost structure and the ability to control project costs; (e) relationships with customers; (f) price; (g) geographic diversity; (h) experience in specialized markets; (i) the ability to obtain surety bonding; and (j) adequate working capital or access to bank credit. We believe our financial position, operating results, access to bank credit and surety bonding, technical expertise, and safety record, among other factors, give us an advantage over many of our competitors. However, relatively few barriers exist to prevent entry into the electrical and mechanical construction services industry.

While the building services industry is also highly fragmented, with most competitors operating in a specific geographic region, a number of large corporations such as Amentum Services, Inc., IAP Worldwide Services, Inc., Fluor Corporation, J&J Worldwide Services, Cushman & Wakefield plc, CBRE Group, Inc., Jones Lang LaSalle Incorporated, Sodexo, Inc., Aramark, and ABM Industries Incorporated are engaged in this field, as are large original equipment manufacturers such as Carrier Global Corporation and Trane Technologies plc. In addition, we compete with several regional firms serving all or portions of the markets we target, such as BrightView Holdings, Inc., Kellermeyer Bergensons Services, LLC, SMS Assist, LLC, and Ferandino & Son, Inc. Our principal competitors in the United Kingdom include CBRE Group, Inc., Bouygues UK Ltd., ISS UK Ltd., and Mitie Group plc. The key competitive factors in the building services industry include: (a) availability of qualified personnel and managers; (b) service quality and technical expertise; (c) cost structure and the ability to control project costs; (d) price; and (e) geographic diversity. Due to our size, our technical capability and management experience, and our geographic presence, we believe our building services operations are in a strong competitive position. However, there are relatively few barriers to entry into the building services industry.

The market for providing industrial services includes large national providers, as well as numerous regional companies. In the manufacture of heat exchangers, we compete with both U.S. and foreign manufacturers. Competitors within this industry include JVIC Catalyst Services, Universal Plant Services, Inc., Turner Industries Group, LLC, Team, Inc., Cust-O-Fab, Inc., Dunn Heat Exchangers, Inc., and Wyatt Field Service Company, LLC, among others. The key competitive factors in the industrial services market consist of: (a) availability of skilled workforce; (b) technical expertise; (c) service, quality, and ability to respond quickly; (d) price; and (e) safety record. Due to our technical capabilities, skilled workforce, and safety record, we believe that we are in a strong competitive position in the industrial services markets that we serve. Because of the complex tasks associated with turnaround projects, and the precision and cost investment required in manufacturing heat exchangers, we believe that the barriers to entry in this business are significant.

Human Capital

At December 31, 2021, we employed approximately 34,000 people, approximately 30,000 of whom were located within the United States and approximately 4,000 of whom were located in the United Kingdom.

Based on the most recent information available from our latest filing with the U.S. Equal Employment Opportunity Commission, the gender demographic of our U.S. employees was 90% male and 10% female. Additionally, based on such information, our U.S. employees had the following race and ethnicity demographics:

Employee Demographic	**% of Total**
White	70 %
Hispanic / Latinx	17 %
Black / African American	8 %
Asian	2 %
Multiracial, Native American, Native Hawaiian, and Pacific Islander	3 %

Approximately 60% of our employees are represented by various unions pursuant to nearly 450 collective bargaining agreements between our individual subsidiaries or trade associations and local unions, as well as two collective bargaining agreements that are national or regional in scope. We believe that our relations with our labor unions are generally positive.

Our ability to execute complex projects for our customers, and to perform all of our services with the excellence that makes us an industry leader, depends on our success in attracting and retaining skilled labor in a competitive market. We therefore strive to be and remain an employer of choice for the most talented employees in each of the industries and markets in which we operate. This begins with offering competitive employee compensation and benefits packages, specifically designed to meet the unique needs of each individual in our organization, which include:

- *Health and Welfare Plans*: All full-time employees who do not participate in union plans are offered a range of choices among medical, dental and vision plans, life, accident, dependent and disability insurance, and pre-tax health spending accounts that include employer contributions.
- *Retirement Savings*: We help provide our employees with financial security by offering a 401(k) Savings Plan and an Employee Stock Purchase Plan, both of which include company matching contributions.
- *Degree Assistance*: Eligible employees may apply for reimbursement for job-related courses or courses taken as part of a curriculum for a business or job-related degree at an accredited institution.
- *Employee Assistance Program*: Through our Employee Assistance Program, we offer our employees, and their dependents or household members, access to services and counseling on a variety of personal, professional, legal, and financial matters, at no cost.

Key to our attraction and retention of employees is our commitment to our EMCOR Values and our focus on employee safety and diversity, equity, and inclusion. Our Board of Directors and senior leadership engage in oversight and management, respectively, of our significant human capital initiatives. Our Board of Directors is regularly briefed and provides input on key human capital initiatives and metrics.

Commitment to Core Values

We are committed to our EMCOR Values of Mission First: *Integrity, Discipline, and Transparency* and People Always: *Mutual Respect and Trust, Commitment to Safety, and Teamwork.* We constantly strive to ensure these values are reflected in how we do business every day, from our corporate culture and "tone at the top," established by our Board of Directors and management team, to the critical work performed by all of our people at every level throughout our organization. We reinforce our EMCOR Values through many ongoing initiatives. Our EMCOR Values are embodied in our policies and procedures, including our Code of Business Ethics and Conduct. We also regularly provide training on these values, both at time of hire and on an ongoing, periodic basis. In addition, to develop and reinforce our values company-wide, and empower our leaders to perform at the highest levels, senior leaders are invited to our Leadership for Results course at Babson College and our Leading with Character program at the Thayer Leadership Development Group at West Point.

Workplace Safety

We believe that our focus on employee safety and well-being is reflected in our results. In a year in which our employees worked a total of approximately 76 million hours, the second highest in our history, the Company's Total Recordable Incident Rate in 2021 was approximately 1.06, which was more than 60% lower than the most recently available industry average of 2.70. This represents our thirteenth consecutive year with a Total Recordable Incident Rate which was less than half the industry average. Our position as an industry leader in safety begins with a strong culture of care and vigilance embodied in our EMCOR Values and is supported by a comprehensive suite of training, resources, and analytics. These include: (a) our signature Be There for Life! Zero Injuries Program and Be Vigilant! Campaign, (b) incident and injury prevention planning, including in-person and online training tools, adoption of new technology, and best practice guides available through our company intranet, (c) enterprise level reporting and analysis of leading and lagging indicators, (d) a 24-hour incident reporting hotline, and (e) a company-wide program to share and champion best safety practices across our range of businesses.

Diversity, Equity, and Inclusion

We believe that a diverse workforce is important to the long-term success of our business. We actively seek to increase the diversity of our workforce and to practice our commitment to diversity and inclusion in hiring, development, and training. This extends to our senior leadership and Board of Directors, where we require that any slate of candidates for a named executive officer or other corporate officer position, and new management-supported director nominees, include individuals from underrepresented demographics. We have also designed and implemented policies and practices to promote a workplace free from discrimination, including our Affirmative Action and Equal Opportunity Policy, the implementation, effectiveness, and reporting requirements of which are overseen by our designated Affirmative Action Officer.

We strive to help all our employees realize their full potential with an equal opportunity to succeed. We work to unlock the full potential of all employees at every level through: (a) the EMCOR Manager Certificate Program, which promotes supervisory management skills, (b) our Degree Assistance Program, which provides tuition reimbursement for continuing education, and (c) the resources available to all employees on our online learning platform, the EMCOR Learning Center, which includes thousands of on-demand training courses on a wide range of topics.

In furtherance of our EMCOR Values, all EMCOR employees are required to complete diversity & inclusion training, and our current and future leaders undergo implicit association and unconscious bias training.

Available Information

We file annual, quarterly and current reports, proxy statements and other information with the SEC. These filings are available to the public over the internet at the SEC's website at http://www.sec.gov.

Our Internet address is www.emcorgroup.com. We make available, free of charge, through www.emcorgroup.com our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports, as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. References to our website addressed in this report are provided as a convenience and do not constitute, and should not be viewed as, an incorporation by reference of the information contained on, or available through, the website. Therefore, such information should not be considered part of this report.

Our Board of Directors has an audit committee, a compensation and personnel committee, and a nominating and corporate governance committee. Each of these committees has a formal charter. We also have Corporate Governance Guidelines, which include guidelines regarding related party transactions, a Code of Ethics for our Chief Executive Officer and Senior Financial Officers, and a Code of Ethics and Business Conduct for Directors, Officers, and Employees. Copies of these charters, guidelines and codes, and any waivers or amendments to such codes which are applicable to our executive officers, senior financial officers, or directors, can be obtained free of charge on our website, www.emcorgroup.com.

You may request a copy of the foregoing filings (excluding exhibits), charters, guidelines and codes, and any waivers or amendments to such codes which are applicable to our executive officers, senior financial officers, or directors, at no cost by writing to us at EMCOR Group, Inc., 301 Merritt Seven, Norwalk, CT 06851-1092, Attention: Corporate Secretary, or by telephoning us at (203) 849-7800.

ITEM 1A. RISK FACTORS

Our business is subject to a variety of risks, including the risks described below as well as adverse business and market conditions and risks associated with our operations. The risks and uncertainties described below are not the only ones facing us. Additional risks and uncertainties not known to us or not described below, which we have not determined to be material, may also impair our business operations. You should carefully consider the risks described below, together with all other information in this report, including information contained in the "Business," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and "Quantitative and Qualitative Disclosures about Market Risk" sections. If any of the following risks actually occur, our business, financial position, results of operations, and/or cash flows could be adversely affected, and we may not be able to achieve our goals. Such events may cause actual results to differ materially from expected and historical results, and the trading price of our common stock could decline.

Economic and Strategic Risk Factors

Economic downturns have historically led to reductions in demand for our services. Negative conditions in the credit markets, including rising interest rates, may adversely impact our ability to operate our business. The level of demand from our clients for our services has been, in the past, adversely impacted by slowdowns in the industries we service, as well as in the economy in general. When the general level of economic activity has been reduced from historical levels, certain of our ultimate customers have delayed or canceled projects or capital spending, especially with respect to more profitable private sector work, and such slowdowns adversely affect our ability to grow, reducing our revenues and profitability. A number of economic factors, including financing conditions, the prices of commodities, and energy prices, have, in the past, adversely affected the industries we serve and our ultimate customers' ability or willingness to fund expenditures. General concerns about the fundamental soundness of domestic and foreign economies may also cause ultimate customers to defer projects even if they have credit available to them. A prolonged stagnation or weakening in financial and macroeconomic conditions, including as a result of the COVID-19 pandemic, could therefore have a significant adverse effect on our revenues and profitability.

Many of our clients depend on the availability of credit to help finance their capital and maintenance projects. At times, tightened availability of credit or increased interest rates have negatively impacted the ability of existing and prospective ultimate customers to fund projects we might otherwise perform, particularly those in the more profitable private sector. As a result, our ultimate customers may defer such projects for an unknown, and perhaps lengthy, period. Any such deferrals would inhibit our growth and would adversely affect our results of operations.

In a weak economic environment, particularly in a period of restrictive credit markets, we may experience greater difficulties in collecting payments from, and negotiating change orders and/or claims with, our clients due to, among other reasons, a diminution in our ultimate customers' access to the credit markets or potential bankruptcies. If clients delay in paying or fail to pay a significant amount of our outstanding receivables, or we fail to successfully negotiate a significant portion of our change orders and/or claims with clients, it could have an adverse effect on our liquidity, results of operations, and financial position.

Our business has traditionally lagged recoveries in the general economy and, therefore, after an economic downtown we may not recover as quickly as the economy at large.

Certain of our businesses, including those within our United States industrial services segment, are exposed to risks associated with the oil and gas industry. These risks, which are not subject to our control, include volatility in the price and production of crude oil, the development of and consumer demand for alternative energy sources, including as a result of a change in consumer preference, or in an effort to reduce greenhouse gas emissions or combat climate change, and legislative and regulatory actions. Specifically, lower prices and production volumes, or perceived risk thereof, typically results in the curtailment or deferral of spending by our customers. In addition, macroeconomic conditions, influenced by a variety of events and circumstances, can also affect customer demand for our services within these businesses. For example, during 2020, the escalation of geopolitical tensions between the Organization of Petroleum Exporting Countries (OPEC) and Russia contributed to a significant drop in the price of crude oil, impacting customers in the energy sector and the demand for certain of our services. Continued unfavorable conditions within these markets, including the impact of sustained lower demand for refined products as a result of the COVID-19 pandemic, could further negatively impact our financial position, results of operations, and cash flows.

Our business is vulnerable to the cyclical nature of the markets in which our clients operate and is dependent upon the timing and funding of new awards. We provide construction and maintenance services to ultimate customers operating in a number of markets which have been, and we expect will continue to be, cyclical and subject to significant fluctuations due to a variety of factors beyond our control, including economic conditions and changes in client spending.

Regardless of economic or market conditions, investment decisions by our ultimate customers may vary by location or as a result of other factors like the availability of labor, relative construction costs, or competitive conditions in their industries. Because we are dependent on the timing and funding of new awards, we are therefore vulnerable to changes in our clients' markets and investment decisions.

Our business may be adversely affected by significant reductions in government spending or delays or disruptions in the government appropriations process. Some of our businesses derive a significant portion of their revenues from federal, state, and local governmental agencies. As a result, reduced or delayed spending by the federal government and/or state and local governments may have a material and adverse impact on our business, financial condition, results of operations, and cash flows. Significant reductions in spending aimed at reducing federal, state, or local budget deficits, the absence of a bipartisan agreement on the federal government's budget, renewed focus on budget deficits following recent increases in government spending in response to the COVID-19 pandemic, personnel reductions, the closure of government facilities and offices, or other changes in budget priorities could result in the deferral, delay, disruption, or cancellation of projects or contracts that we might otherwise have sought to perform. These potential events could impact the level of demand for our services and our ability to execute, complete, and receive compensation for our current contracts, or bid for and enter into new contracts with governmental agencies.

An increase in the prices or availability of certain materials used in our businesses, including as a result of inflation, and protectionist trade measures could adversely affect our businesses. We are exposed to market risk of increases in certain commodity prices of materials, such as copper and steel, which are used as components of supplies or materials utilized in our operations. We are also exposed to increases in energy prices, particularly as they relate to gasoline prices for our fleet of approximately 12,000 vehicles. While we believe we can increase our prices to adjust for some price increases in commodities, there can be no assurance that price increases of commodities, if they were to occur, would be recoverable. Additionally, our fixed price contracts generally do not allow us to adjust our prices and, as a result, increases in material or fuel costs could reduce our profitability with respect to projects in progress. For example, during 2021, certain of our operations experienced declines in gross profit and gross profit margin as a result of supply chain disruptions, including long lead times for certain materials and equipment, as well as an escalation in material and fuel prices, and such supply chain disruptions and price escalations have continued into 2022. Fluctuations in energy prices as well as in commodity prices of materials, whether resulting from fluctuations in market supply or demand, or geopolitical conditions, including an increase in trade protection measures such as tariffs and the disruption, modification, or cancellation of multilateral trade agreements, may adversely affect our customers and as a result cause them to curtail the use of our services.

Business and Operational Risk Factors

The loss of one or a few customers could have an adverse effect on us. Although we have long-standing relationships with many of our significant customers, our customers may unilaterally reduce, fail to renew, or terminate their contracts with us at any time. A loss of business from a significant customer, or a number of significant customers, could have a material adverse effect on our business, financial position, and results of operations.

Our industry is highly competitive. Our industry is served by numerous small, owner-operated private companies, a few public companies, and several large regional companies. In addition, relatively few barriers exist to prevent entry into most of the industries in which we operate. As a result, any organization that has adequate financial resources, and access to technical expertise, may become a competitor. Competition in our industry depends on numerous factors, including price. Certain of our competitors have lower overhead cost structures and, therefore, are able to provide their services at lower rates than we are currently able to provide. Our project and service work is frequently awarded through a competitive bidding process, which is standard in our industry. We are constantly competing for contracts based on pricing, schedule, and technical expertise. Competition can place downward pressure on our contract prices and profit margins, which may make it difficult to win the project or force us to accept contractual terms and conditions that are less favorable to us, thereby increasing the risk that, among other things, we may not realize profit margins at the same rates we have seen in the past or may become responsible for costs or other liabilities we have not incurred in the past.

In addition, some of our competitors have greater resources than we do. We cannot be certain that our competitors will not develop the expertise, experience, and resources necessary to provide services that are superior in quality, and lower in price, to ours. Similarly, we cannot be certain that we will be able to maintain or enhance our competitive position within our industries, or maintain a customer base at current levels. We may also face competition from the in-house service organizations of existing or prospective customers, particularly with respect to building services. Many of our customers employ personnel who perform some of the same types of building services that we do. We cannot be certain that our existing or prospective customers will continue to outsource building services in the future. If we are unable to compete effectively, we may experience a loss of market share, reduced profitability, or both, which if significant, could have a material adverse effect on our business, financial condition, and results of operations. Refer also to "Business - Competition" in Item 1 of this Form 10-K.

We are a decentralized company, which presents certain risks. While we believe decentralization has enhanced our growth and enabled us to remain responsive to opportunities and to our customers' needs, it necessarily places significant control and decision-making powers in the hands of local management. This presents various risks, including the risk that we may be slower or less able to identify or react to external market conditions or problems affecting a key business than we would in a more centralized environment.

Our business may be affected by weather conditions. Adverse weather conditions, particularly during the winter season, could impact our construction services operations as those conditions affect our ability to perform efficient work outdoors in certain regions of the United States, adversely affecting the revenues and profitability of those operations. However, the absence of snow in certain regions of the United States during the winter could also cause us to experience reduced revenues and profitability in our United States building services segment, as a portion of their revenues is generated from snow removal contracts. In addition, cooler than normal temperatures during the summer months could reduce the need for our services, particularly in our businesses that install or service air conditioning units, and result in reduced revenues and profitability during the period that such unseasonal weather conditions persist.

Our business may be affected by the work environment. We perform our work under a variety of conditions, including but not limited to, difficult terrain, difficult site conditions, and busy urban centers where delivery of materials and availability of labor may be impacted, clean-room environments where strict procedures must be followed, and sites which contain harsh or hazardous conditions, especially at chemical plants, refineries and other process facilities. Performing work under these conditions can increase the cost of such work or negatively affect efficiency and, therefore, our profitability.

Our dependence upon fixed price contracts could adversely affect our business. We currently generate, and expect to continue to generate, a significant portion of our revenues from fixed price contracts. We must estimate the total costs of a particular project to bid for fixed price contracts. Cost and scheduling estimates are based on a number of assumptions, including those about future economic conditions, commodity and other materials pricing, cost and availability of labor, equipment, and materials, and supply chain efficiency, among other factors. The actual cost of labor and materials, however, may vary from the costs we originally estimated. These variations, along with other risks, inherent in the execution of projects subject to fixed price contracts, may cause actual gross profits from projects to differ from those we originally estimated and could result in reduced profitability or losses on projects. Depending upon the size of a particular project, variations from the estimated contract costs can have a significant impact on our operating results for any fiscal quarter or year.

We could incur additional costs to cover certain guarantees or other contractual requirements. In some instances, we guarantee completion of a project by a specific date or price, cost savings, achievement of certain performance standards, or performance of our services at a certain standard of quality. For other arrangements, including those within our government services operations, the terms of our contracts may include provisions which require us to achieve certain minority participation or small or disadvantaged business "set-aside" goals. Such requirements have become more frequent in recent years and we expect them to be increasingly prevalent, and more strictly enforced in the near future, especially under the current administration in Washington, D.C. If we subsequently fail to meet such guarantees, or comply with such provisions, we may be held responsible for costs resulting from such failures, including payment of penalties or liquidated or other damages. To the extent that any of these events occur, the total costs of a project could exceed the original estimated costs, and we would experience reduced profits or, in some cases, a loss.

Many of our contracts, especially our building and industrial services contracts, may be canceled or delayed on short notice, and we may be unsuccessful in replacing such contracts if they are canceled or as they are completed or expire. We could experience a decrease in revenues, net income, and liquidity if any of the following occur:

- customers cancel a significant number of contracts or delay services or projects;
- we fail to win a significant number of our existing contracts upon re-bid;
- we complete a significant number of non-recurring projects and cannot replace them with similar projects; or
- we fail to reduce operating and overhead expenses consistent with any decrease in our revenues.

Uncertainty surrounding the timing of contract awards, or project cancellations or delays, can also present difficulties in matching our workforce size with contract needs. In some cases, in anticipation of contract awards, we maintain and bear the cost of a ready workforce that is larger than necessary under our existing contract portfolio. When a contract is canceled or delayed, or an anticipated contract award is not received, it may result in lower profitability as a result of labor under-utilization, or additional costs resulting from reductions in staff, which could have a material adverse effect on our business, financial condition, and results of operations.

We may be unsuccessful in generating internal growth. Our ability to generate internal growth will be affected by, among other factors, our ability to:

- expand the range of services offered to customers to address their evolving needs;
- attract new customers; and
- retain and/or increase the number of projects performed for existing customers.

In addition, existing and potential customers may reduce the number or size of projects available to us because of general economic conditions or due to their inability to obtain capital or pay for services we provide. Many of the factors affecting our ability to generate internal growth are beyond our control, and we cannot be certain that our strategies will be successful or that we will be able to generate cash flow sufficient to fund our operations and to support internal growth. If we are not successful, we may not be able to achieve internal growth, expand operations, or grow our business.

Fluctuating foreign currency exchange rates impact our financial results. We have operations in the United Kingdom, which in 2021 accounted for approximately 5% of our revenues. Our reported financial position and results of operations are exposed to the effects (both positive and negative) that fluctuating exchange rates have on the process of translating the financial statements of our United Kingdom operations, which are denominated in local currencies, into the U.S. dollar. The factors that impact exchange rate fluctuation, including macroeconomic and geopolitical conditions, are outside the control of the Company.

As part of our risk management strategy, we are effectively self-insured against certain potential liabilities. Although we maintain insurance policies with respect to a broad range of risks, including automobile liability, general liability, workers' compensation, and employee-related healthcare, these policies do not cover all possible claims and certain of the policies are subject to large deductibles and retentions. In addition, we maintain a wholly-owned captive insurance subsidiary to manage certain of our insurance liabilities. Accordingly, we are effectively self-insured for a substantial number of actual and potential claims. Further, if any of our insurance carriers defaulted on its obligations to provide insurance coverage by reason of its insolvency or for other reasons, our exposure to claims would increase and our profits would be adversely affected. Our estimates for unpaid claims and expenses are based on known facts, historical trends, and industry averages, utilizing the assistance of an independent third-party actuary. The determination of such estimated liabilities and their appropriateness are reviewed and updated at least quarterly. However, these liabilities are difficult to assess and estimate due to many relevant factors, the effects of which are often unknown, including the severity of an injury or damage, the determination of liability in proportion to other parties, the timeliness of reported claims, the effectiveness of our risk management and safety programs, and the terms and conditions of our insurance policies. Our accruals are based upon known facts, historical trends and our reasonable estimate of future expenses, and we believe such accruals are adequate. However, unknown or changing trends, risks, or circumstances, such as increases in claims, a weakening economy, increases in medical costs, changes in case law or legislation, or changes in the nature of the work we perform, could render our current estimates and accruals inadequate. In such case, adjustments may be required to increase our insurance liabilities in the period that the experience becomes known.

External market conditions, including catastrophic losses resulting from an increase in severe weather events and the prolonged pandemic, among other factors, have resulted in an insurance market that is characterized by higher premiums, diminished capacity, and more conservative underwriting. If these market conditions persist, insurance carriers may be unwilling, in the future, to provide our current levels of coverage without a significant increase in insurance premiums, self-insured retention limits, or collateral requirements to cover our obligations to them. Increased collateral requirements may be in the form of additional letters of credit, surety bonds, and/or cash, and an increase in collateral requirements could significantly reduce our liquidity. If insurance premiums or self-insured retention limits increase, and/or if insurance claims are higher than our estimates, our profitability could be adversely affected.

Failure to provide our services in accordance with professional standards or contractual requirements could expose us to significant monetary damages. Our services often involve professional judgments regarding the planning, design, development, construction, or operations and management of complex facilities. Although we have adopted a range of insurance, risk management, and risk avoidance programs designed to reduce potential liabilities, a catastrophic event at one of our project sites or a completed project, resulting from the services we have performed, could result in significant professional or product liability and warranty or other claims against us, as well as reputational harm. These liabilities could exceed our insurance limits or impact our ability to obtain insurance in the future. Further, even where insurance coverage applies, such policies have limits and deductibles or retentions, which could result in our assumption of exposure for certain amounts with respect to any claim filed against us. In addition, customers or subcontractors who have agreed to indemnify us against any such liabilities or losses might refuse or be unable to uphold their obligations to us. An uninsured claim, either in part or in whole, as well as any claim covered by insurance but subject to a policy limit, high deductible and/or retention, could have a material adverse effect on our business, financial condition, and results of operations.

Our business strategy relies, in part, on acquisitions to sustain our growth, and these transactions present certain risk and uncertainties. As part of our growth strategy, we acquire companies that expand, complement, and/or diversify our businesses. However, there is no guarantee that we will be successful in identifying targets that meet our requirements for acquisition. We may also face increased competition from other potential acquirers who may have greater financial resources available to them or who may be in a position to offer more favorable terms to the target company. This competition may limit our ability to pursue acquisition opportunities. Additionally, circumstances beyond our control, such as the COVID-19 pandemic, has and may continue to hinder our ability to pursue and complete acquisitions. Further, realization of the anticipated benefits of an acquisition, and avoiding or mitigating the potential risks associated with an acquisition, will depend, among other things, upon our ability to: (a) effectively conduct due diligence to identify potential problems at companies we propose to acquire, (b) recognize incompatibilities or other obstacles to the successful integration of the acquired business with our other operations, and (c) gain greater efficiencies and scale that will translate into reduced costs or anticipated synergies in a timely manner. However, there can be no assurance that an acquisition we may make in the future will provide the benefits anticipated when entering into the transaction. Acquisitions we have completed, and future acquisitions we may make, could expose us to operational challenges and risks, including the diversion of management’s attention from our existing businesses, the failure to retain key personnel or customers of the acquired business, and the assumption of unknown liabilities of the acquired business for which there are inadequate reserves. Our ability to sustain our growth and maintain our competitive position may be affected by our ability to identify and acquire desirable businesses and successfully integrate any acquired business.

In addition, while we work to rapidly implement or maintain internal controls and financial reporting standards and procedures in the businesses we acquire, including integrating such acquired businesses into our consolidated financial reporting systems and controls, we cannot be certain that such implementation and integration will be quickly and effectively completed. Our internal control processes and procedures with respect to such businesses may need to be adjusted or enhanced in order to ensure that such businesses are in compliance with the regulations we are subject to as well as our internal policies and standards. Such changes could result in significant additional costs to us and could require the diversion of management’s attention from our existing businesses or other strategic initiatives.

Amounts included in our remaining performance obligations may not result in actual revenues or translate into profits. Many contracts are subject to cancellation or suspension on short notice at the discretion of the client, and the contracts in our remaining performance obligations are subject to changes in the scope of services to be provided as well as adjustments to the costs relating to the contract. The risk of contracts included in our remaining performance obligations being delayed or canceled generally increases during economic slowdowns or in response to significant fluctuations in commodity prices. Accordingly, there is no assurance that revenue from remaining performance obligations will actually be realized. If our remaining performance obligations fail to materialize, we could experience a decline in profitability, which could result in a deterioration of our financial position and liquidity.

We recognize revenue for the majority of our construction projects based on estimates; therefore, variations of actual results from our assumptions may reduce our profitability. As discussed in further detail in the “Critical Accounting Policies and Estimates” section included in Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations, revenue is recognized as performance obligations are satisfied and earnings or losses recognized on individual contracts are based on estimates of contract price, costs, and profitability. Changes in estimates of transaction prices as well as estimated costs are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. Consequently, changes in estimates, or variations of actual results from previous projections, on an unusually large project, or on a number of average size projects, could be material and could have an adverse impact on our financial condition, results of operations, and cash flows.

We are increasingly dependent on sophisticated information technology systems; our business and results of operations are subject to adverse impacts due to disruption, failure, and cybersecurity breaches of these systems. We and our customers and third-party providers rely on information technology systems, hardware, and software to run critical accounting, project management, and financial information systems. We rely upon security measures, products, and services to attempt to secure our information technology systems and the confidential, proprietary, and sensitive information they contain. However, our information technology systems and those of our customers and third-party providers are subject to cyber-attacks, hacking, other intrusions, failure, and damage, which result in operational disruption and could result in information misappropriation, such as theft of intellectual property or inappropriate disclosure of customer data or confidential or personal information. On February 15, 2020, for example, we became aware of an infiltration and encryption of portions of our information technology network. This attack temporarily disrupted our use of the impacted systems. While we maintain insurance coverage for these types of incidents, such policies may not completely provide coverage for, or completely offset, the costs associated with such incidents. We are continuously developing and enhancing our controls, processes, and practices designed to protect our systems, computers, software, data, and networks from attack, damage, or unauthorized access. This continued development and enhancement requires us to expend additional resources. However, we may not anticipate or combat all types of potential disruptions or breaches. If any of these events were to occur, we could be required to expend additional capital and other resources, including costs to deploy additional personnel and protection technologies, train employees, and engage third-party experts and consultants. Additionally, as many of our employees use our information technology systems to collaborate with colleagues in different geographic locations and periodically access our systems remotely, we may be subject to heightened security risks, including the risks of cyber-attacks.

The proper functioning of our information technology systems could also be impacted by other causes and circumstances beyond our control, including malware embedded in third party applications, the decision by software vendors to discontinue further development, integration, or long-term software maintenance support for our information systems, or hardware interruption, damage or disruption as a result of power outages, natural disasters, or computer network failures. Key business processes are subject to interruption to the extent that our information technology systems, or those of our customers or third-party providers, are disabled for a long period of time. Such operational disruptions and/or misappropriation or inappropriate disclosure of information could result in lost or reduced revenues, negative publicity, loss of customers or contracts, or business delays that could have a material adverse effect on our business, financial position, and results of operations.

In addition, new or evolving laws and regulations governing data privacy and the unauthorized disclosure of confidential information, including the European Union General Data Protection Regulation ("GDPR"), the California Consumer Privacy Act, and other emerging U.S. state privacy laws pose increasingly complex compliance challenges and could potentially elevate our compliance costs. Any failure to comply with these laws and regulations could result in significant penalties and legal liability, and increased costs in this area could have a negative impact on our financial condition, results of operations, and cash flow.

Financial Risk Factors

A material portion of our business depends on our ability to provide surety bonds. We may be unable to compete for or work on certain projects if we are not able to obtain the necessary surety bonds. Our construction contracts frequently require that we obtain from surety companies, and provide to our customers, payment and performance bonds as a condition to the award of such contracts. Such surety bonds secure our payment and performance obligations. Under standard terms in the surety market, surety companies issue bonds on a project-by-project basis and can decline to issue bonds at any time or require the posting of collateral as a condition to issuing any bonds. Current or future market conditions, as well as changes in our sureties' assessment of our or their own operating and financial risk, could cause our surety companies to decline to issue, or substantially reduce the amount of, bonds for our work or to increase our bonding costs. These actions can be taken on short notice. If our surety companies were to limit or eliminate our access to bonding, our alternatives would include seeking bonding capacity from other surety companies, increasing business with clients that do not require bonds, or posting other forms of collateral for project performance, such as letters of credit, parent company guarantees, or cash. We may be unable to secure these alternatives in a timely manner, on acceptable terms, or at all. Accordingly, if we were to experience an interruption or reduction in the availability of bonding, we may be unable to compete for or work on certain projects. Increases in the costs of surety bonds could also adversely impact our profitability.

Our results of operations could be adversely affected as a result of goodwill and identifiable intangible asset impairments. When we acquire a business, we record an asset called "goodwill" equal to the excess of the consideration transferred over the fair value of the net tangible and identifiable intangible assets acquired. Goodwill and indefinite-lived intangible assets are not amortized but instead evaluated for impairment annually, or more frequently if events or circumstances indicate that the carrying amount of the asset may be impaired. Impairment may result from a deterioration in macroeconomic conditions, declining financial performance, deterioration in the operational environment, or changes in the manner in which acquired assets are used. While no impairment was recognized during 2021, we recorded $232.8 million of impairment charges during 2020 as a result of certain of these conditions. Significant judgment is required in determining whether goodwill and indefinite-lived intangible assets are impaired and assumptions utilized for purposes of our impairment testing may change in future periods. There can be no assurance that our estimates and assumptions will prove to be accurate predictions of the future. Significant adverse changes to external market conditions or our internal forecasts, if any, could result in future impairment charges. It is not possible at this time to determine if any future impairment charge will result or, if it does, whether such a charge would be material to our results of operations. For further discussion of our impairment testing, see Note 8 - Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets included in Item 8. Financial Statements and Supplementary Data.

Failure to maintain effective internal controls over financial reporting could adversely impact our ability to timely and accurately report financial results and comply with our reporting obligations, which could materially affect our business. Regardless of how internal financial reporting control systems are designed, implemented, and enforced, they cannot ensure with absolute certainty that our policy objectives will be met in every instance. Because of the inherent limitations of all such systems, our internal controls over financial reporting may not always prevent or detect misstatements. Failure to maintain effective internal control over financial reporting could adversely affect our ability to accurately and timely report financial results, to prevent or detect fraud, or to comply with the requirements of the SEC or the Sarbanes-Oxley Act of 2002, which could necessitate a restatement of our financial statements, and/or result in an investigation, or the imposition of sanctions, by regulators. Such failure could additionally expose us to litigation and/or reputational harm, impair our ability to obtain financing, or increase the cost of any financing we obtain. All of these impacts could adversely affect the price of our common stock and our business overall.

Legal and Regulatory Risk Factors

We are subject to many laws and regulations in the jurisdictions in which we operate; changes to such laws and regulations may result in additional costs and impact our operations. We are committed to upholding the highest standards of corporate governance and legal and ethical compliance. We are subject to many laws and regulations, including various laws and regulations that apply specifically to U.S. public companies. These include the rules and regulations of the New York Stock Exchange, the Sarbanes-Oxley Act of 2002, and the Dodd-Frank Wall Street Reform and Consumer Protection Act, as well as the various regulations, standards, and guidance put forth by the SEC and other governmental agencies to implement and enforce those laws. New laws, rules, and regulations, or changes to existing laws or their interpretations, could create added legal and compliance costs and uncertainty for us. In addition, our United Kingdom operations are subject to laws and regulations that are in some cases different from those of the United States, including labor laws such as the U.K. Modern Slavery Act and laws and regulations governing information collected from employees, customers and others, specifically the GDPR. These laws and regulations could increase the cost and complexity of doing business in the U.K. and negatively impact our financial position and results of operations. Our efforts to comply with evolving laws, regulations, and reporting standards may increase our general and administrative expenses, divert management time and attention, or limit our operational flexibility, all of which could have a material adverse effect on our business, financial position, and results of operations. Many of our non-public competitors and competitors operating solely in the U.S. are not subject to these laws and regulations and the related costs and expenses of compliance.

Our failure to comply with environmental laws could result in significant liabilities. Our operations are subject to various laws, including environmental laws and regulations, among which many deal with the handling and disposal of asbestos and other hazardous or universal waste products, polychlorinated biphenyls (PCBs), per- and polyfluoroalkyl substances (PFAS) and fuel storage. A violation of such laws and regulations, or a release of such substances, has and may in the future, expose us to various claims, including claims by third parties, as well as remediation costs and fines. We own and lease many facilities. Some of these facilities contain hazardous materials, such as lead and asbestos, and fuel storage tanks, which may be above or below ground. If these tanks were to leak, we could be responsible for the cost of remediation as well as potential fines. As a part of our business, we also install fuel storage tanks and are sometimes required to deal with hazardous materials, all of which may expose us to environmental liability.

In addition, new laws and regulations, stricter enforcement of existing laws and regulations, the discovery of previously unknown contamination or leaks, exposure to or the release of materials subsequently identified as hazardous by a governmental authority, the imposition of new clean-up requirements, or the exposure of our employees or other contractors to hazardous materials, could require us to incur significant costs or become the basis for new or increased liabilities that could harm our financial position and results of operations, although certain of these costs might be covered by insurance. In some instances, we have obtained indemnification or covenants from third parties (including predecessors or lessors) for such clean-up and other obligations and liabilities, and we believe such indemnities and covenants are adequate to cover such obligations and liabilities. However, such third-party indemnities or covenants may not cover all of such costs or third-party indemnitors may default on their obligations. In addition, unanticipated obligations or liabilities, or future obligations and liabilities, may have a material adverse effect on our business operations. Further, we cannot be certain that we will be able to identify, or be indemnified for, all potential environmental liabilities relating to any acquired business.

Adverse resolution of litigation and other legal and regulatory proceedings may harm our operating results or financial position. From time to time, we are a party to lawsuits and other legal proceedings, most of which occur in the normal course of our business. These actions and proceedings may involve actual or threatened claims by customers, employees, or other third parties for, among other things, compensation or indemnification for alleged personal injury, workers' compensation, employment discrimination, breach of contract, property damage, or other general commercial disputes. In addition, we have been, and may in the future be, subject to class action claims alleging violations of the Fair Labor Standards Act and state wage and hour laws. Litigation and other legal proceedings can be expensive, lengthy, and disruptive to normal business operations, and their outcome is inherently uncertain and difficult to accurately predict or quantify. In addition, plaintiffs in many types of actions may seek punitive damages, civil penalties, consequential damages or other losses, or injunctive or declaratory relief. An unfavorable resolution of a particular legal proceeding or claim, whether through a settlement, mediation, court judgment, or otherwise, could have a material adverse effect on our business, operating results, financial position, and cash flows, and in some cases, on our reputation or our ability to obtain projects from customers, including governmental entities. See Item 3. Legal Proceedings and Note 15 - Commitments and Contingencies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data, for more information regarding any significant legal proceedings in which we are involved.

We may incur liabilities or suffer negative financial impacts relating to occupational, health, and safety matters. Our operations are subject to extensive laws and regulations relating to the maintenance of safe conditions in the workplace. While we have invested, and will continue to invest, substantial resources in our robust occupational, health, and safety programs, many of our businesses involve a high degree of operational risk, and there can be no assurance that we will avoid significant exposure. These hazards can cause personal injury and loss of life, severe damage to or destruction of property and equipment, and other consequential damages, and could lead to suspension of operations, large damage claims, an increase in employee turnover, and, in extreme cases, criminal liability. Any of the foregoing could result in financial losses or reputational harm, which could have a material adverse impact on our business, financial condition, and results of operations.

Our customers seek to minimize safety risks on their sites and they frequently review the safety records of contractors during the bidding process. Accordingly, if our safety record were to substantially deteriorate over time, we might become ineligible to bid on certain work and our customers could cancel our contracts and/or not award us future business.

Our failure to comply with anti-bribery statutes such as the Foreign Corrupt Practices Act and the U.K. Bribery Act of 2010 could result in fines, criminal penalties, and other sanctions that could have an adverse effect on our business. The U.S. Foreign Corrupt Practices Act (the "FCPA"), the U.K. Bribery Act of 2010 (the "Bribery Act"), and similar anti-bribery laws in other jurisdictions generally prohibit companies and their intermediaries from making improper payments to foreign officials for the purpose of obtaining or retaining business or securing an improper advantage. From time to time, we conduct a limited amount of business in a few countries that have experienced corruption to some degree. Our policies require that all of our employees, subcontractors, vendors, and agents worldwide must comply with applicable anti-bribery laws. However, there is no assurance that our policies and procedures to ensure compliance with the FCPA, the Bribery Act, and similar anti-bribery laws, will eliminate the possibility of liability under such laws for actions taken by our employees, agents, and intermediaries. If we were found to be liable for violations under the FCPA, the Bribery Act, or similar anti-bribery laws, either due to our own acts or omissions or due to the acts or omissions of others, we could incur substantial legal expenses and suffer civil and criminal penalties or other sanctions, which could have a material adverse effect on our business, financial condition, and results of operations, as well as our reputation. In addition, whether or not such expenses, penalties, or sanctions are actually incurred, the actual or alleged violation of the FCPA, the Bribery Act, or any similar anti-bribery laws could have a negative impact on our reputation.

Opportunities within the government sector could lead to increased governmental rules and regulations applicable to us. As a government contractor, we are subject to a number of procurement rules and other regulations, any deemed violation of which could lead to fines or penalties or a loss of business. Government agencies routinely audit and investigate government contractors. Government agencies may review a contractor's performance under its contracts, cost structure, and compliance with applicable laws, regulations, and standards. If government agencies determine through these audits or reviews that costs are improperly allocated to specific contracts, they will not reimburse the contractor for those costs or may require the contractor to refund previously reimbursed costs. If government agencies determine that we are engaged in improper activity, we may be subject to civil and criminal penalties and debarment or suspension from doing business with the government. Government contracts are also subject to renegotiation of terms by the government, termination by the government prior to the expiration of the term, and non-renewal by the government.

Human Capital and Labor Risk Factors

The departure of key personnel could disrupt our business. We depend on the continued efforts of our senior management. The loss of key personnel, including a temporary loss as a result of illness, or the inability to hire and retain qualified executives, could negatively impact our ability to manage our business.

We may be unable to attract and retain skilled employees. Our ability to grow and maintain productivity and profitability will be limited by our ability to employ, train, and retain skilled personnel necessary to meet our requirements. We are dependent upon a workforce of approximately 34,000 employees, including our project managers and field supervisors who are responsible for managing our projects, and there can be no assurance that any individual will continue in his or her capacity for any particular period of time. The loss of such qualified employees could have an adverse effect on our business. We cannot be certain that we will be able to maintain an adequate skilled labor force necessary to operate efficiently and to support our business strategy or that labor expenses will not increase as a result of a shortage in the supply of these skilled personnel. The availability and costs to adequately train and maintain a skilled labor force could be impacted by factors we cannot control, including changes in the unemployment rate, prevailing wage rates, benefit costs, the COVID-19 pandemic, and competition for labor from our competitors in the markets we serve. Labor shortages or increased labor costs could impair our ability to provide services to our customers, maintain our business, or grow our revenues.

Our unionized workforce could adversely affect our operations; our participation in many multiemployer pension plans could result in substantial liabilities being incurred. As of December 31, 2021, approximately 60% of our employees were covered by collective bargaining agreements. Although the majority of these agreements prohibit strikes and work stoppages, we cannot be certain that strikes or work stoppages will not occur in the future. However, only two of our collective bargaining agreements are national or regional in scope, and not all of our collective bargaining agreements expire at the same time. Strikes or work stoppages likely would adversely impact our relationships with our customers and could have a material adverse effect on our financial position, results of operations, and cash flows. We contribute to approximately 200 multiemployer pension plans. Under the Employee Retirement Income Security Act, we may become liable for our proportionate share of a multiemployer pension plan's underfunding if we cease to contribute to that pension plan or significantly reduce the employees in respect of which we make contributions to that pension plan. Our potential liability for unfunded liabilities could be material. See Note 14 - Retirement Plans of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for additional information regarding multiemployer pension plans.

Risk Factors Related to the Ownership of our Common Stock

Certain provisions of our corporate governance documents could make an acquisition of us, or a substantial interest in us, more difficult. The following provisions of our certificate of incorporation and by-laws, as currently in effect, as well as Delaware law, could discourage potential proposals to acquire us, delay or prevent a change in control of us, or limit the price that investors may be willing to pay in the future for shares of our common stock:

- our certificate of incorporation permits our board of directors to issue "blank check" preferred stock and to adopt amendments to our by-laws;
- our by-laws contain restrictions regarding the right of our stockholders to nominate directors and to submit proposals to be considered at stockholder meetings;
- our certificate of incorporation and by-laws limit the right of our stockholders to call a special meeting of stockholders and to act by written consent; and
- we are subject to provisions of Delaware law, which prohibit us from engaging in any of a broad range of business transactions with an "interested stockholder" for a period of three years following the date such stockholder becomes classified as an interested stockholder.

Climate Change Related Risk Factors

Climate change and related environmental issues could have a material adverse impact on our business, financial condition, and results of operations. Climate change related events, such as increased frequency and severity of storms, floods, wildfires, droughts, hurricanes, freezing conditions, and other natural disasters, may have an adverse impact on our business, financial condition, and results of operation. While we have invested in programs to mitigate the risk that these events disrupt our ability to serve our customers, these events pose inherent risks regardless of where or how we conduct our business. For example, severe weather or a catastrophic natural disaster could negatively impact our and our customers' offices, facilities, or job sites. Access to clean water and reliable energy where we conduct our business is also critical to our operations. Accordingly, severe weather events or natural disasters have the potential to disrupt our and our customers' businesses and may cause us to experience work stoppages, project delays or cancellations, financial losses, and additional costs to resume operations, in addition to potential adverse impacts on the health and safety of our workforce and their ability to work or travel. Further, climate change poses direct physical risks to infrastructure across the industry sectors we serve, both as a result of chronic environmental changes, such as rising sea levels and temperatures, as well as acute events, such as hurricanes, droughts, and wildfires. These impacts and the costs to address them could result in fewer resources for strategic investment by our customers, which could result in a decrease in demand for certain of our services. Any of these events could have a material adverse impact on our business, financial condition, and results of operations.

We may be affected by market or regulatory responses to climate change. Growing public concern about climate change has resulted in the increased focus of local, state, regional, national, and international regulatory bodies on greenhouse gas ("GHG") emissions and climate change issues. Legislation to regulate GHG emissions has periodically been introduced in the U.S. Congress, and there has been a wide-ranging policy debate, both in the United States and internationally, regarding the impact of these gases and possible means for their regulation. The Biden Administration has made climate change and the limitation of GHG emissions one of its primary objectives, including a renewed commitment to the Paris Agreement and a Nationally Determined Contribution under such agreement that aims to reduce U.S. emissions by 50-52%, compared to a 2005 baseline, by 2030. Several states and geographic regions in the United States have also adopted legislation and regulations to reduce emissions of GHGs. Additional legislation or regulation by these states and regions, the federal government, and/or any international agreements to which the United States may become a party, that control or limit GHG emissions, or otherwise seek to address climate change, could result in increased compliance costs for us and our clients or have other impacts on our clients, including those who are involved in the exploration, production, or refining of fossil fuels, or who emit greenhouse gases through the combustion of fossil fuels, or through the mining, manufacture, utilization, or production of materials or goods. Such policy changes could increase the costs of projects for our clients or, in some cases, prevent a project from going forward, thereby potentially reducing the need for certain of our services, which could in turn have a material adverse effect on our business, financial condition, and results of operations. However, policy changes and climate legislation could also increase the overall demand for our services as our clients and partners work to comply with these policies, such as by decarbonizing their industries, transitioning from fossil fuels to renewable energy sources, reducing their energy consumption, and developing integrated and sustainable solutions, all of which could have a positive impact on our business. We cannot predict with certainty what the effect of such regulation may be on us or our customers.

We may be unable to achieve our current or future climate commitments and targets, or we may incur substantial costs in meeting such targets. To help mitigate the impacts of GHG emissions on climate change, EMCOR has established initial carbon-based fuel consumption and GHG emission reduction targets. However, achievement of such targets, or similar targets that may be established in the future, is subject to risks and uncertainties, many of which are outside of our control. These risks and uncertainties include, but are not limited to: (a) our ability to execute our operational strategies and achieve our goals within the currently projected costs and the expected timeframes; (b) the availability and cost of alternative fuels, electrical charging infrastructure, off-site renewable energy, and other materials and components; (c) unforeseen design, operational, and technological difficulties; (d) the outcome of research efforts and future technology developments, including the availability of alternate or more fuel efficient vehicles for our fleet, including hybrid or electric vehicles; (e) regulations and requirements that restrict or prohibit our ability to impose requirements on third party contractors; (f) an acquisition of or merger with another company that has not adopted similar targets and goals or whose progress towards reaching its goals is not as advanced as ours; and (g) the pace of recovery from the COVID-19 pandemic, which could result in fluctuations in our fuel consumption and GHG emissions in a given period. In addition, we could be required to expend amounts in future periods as we continue to work towards achieving our targets, which may have a material effect on our business, financial condition, results of operations, or liquidity.

General Risk Factors

Public health emergencies, epidemics, or pandemics, including the COVID-19 pandemic, impact our business. The impact of the global spread of COVID-19, and the responses of governments, businesses, and individuals to combat it, have caused significant volatility, uncertainty, and economic disruption, which has and may continue to adversely impact our operations and those of our customers. Government authorities in the United States and United Kingdom have at various times recommended or imposed certain social distancing, quarantine, and isolation measures to varying degrees, with many such measures impacting large portions of the population. These measures have included limitations on travel and mandatory cessation of certain business activities, some of which have been relaxed or adjusted and others of which remain in effect. Both the outbreak and the containment and mitigation measures resulted in serious adverse impacts on the economy, some of which are ongoing, and both the severity and duration of those impacts and the extent and pace of economic recovery continue to remain uncertain.

Our workforce and ongoing operations have been, are, and may continue to be impacted by the COVID-19 pandemic. For example, we have experienced disruptions that have impacted our ability to perform our work. Such impacts include, but are not limited to, access restrictions and temporary job site shutdowns, reduced labor efficiency resulting from adherence to physical distancing, quarantine, and isolation requirements due to illness or exposure to an infected person, and other enhanced safety protocols mandated at the majority of our worksite locations, and the deferral of maintenance and service projects by our customers. The extent to which the COVID-19 pandemic will continue to impact our business and results of operations remains highly uncertain and will be affected by a number of factors. These include the duration and extent of the pandemic; the potential for additional variants of the virus that are more virulent, contagious, or against which current vaccines are less effective; the duration and extent of containment and mitigation measures that continue to be imposed or recommended; the widespread adoption and long-term efficacy of vaccines and the availability and efficacy of other treatments; the cost and/or disruption of testing that may be required of our employees either by customer requirements or government mandates; the continued impact of the pandemic on economic activity, including on planning and funding for construction projects and our customers' demand for our services; supply chain disruptions or commodity price volatility that could impact our and our vendors' ability to source the supplies and materials needed to operate our business; our ability to effectively operate, including as a result of travel restrictions and mandatory business and facility closures; the ability of our customers to pay us for services rendered; any further closures of our and our customers' offices and facilities; and any additional project delays or shutdowns. Customers may also continue to delay decision-making, delay planned work, or seek to terminate existing agreements. Any of these events could have a material adverse effect on our business, financial condition, results of operations, and/or stock price.

While the emergency temporary standard requiring employers with 100 or more employees to ensure their workforce is fully vaccinated or to require unvaccinated workers to produce a negative test result on at least a weekly basis (the “ETS”) has been withdrawn by the Occupational Safety and Health Administration (“OSHA”), and Executive Order 14042 mandating vaccination for all federal contractors and subcontractors is currently stayed by the courts, it is unclear whether OSHA or another federal agency will mandate vaccination and/or testing. Costs related to any mandatory testing, including both the costs of tests and the costs to compensate employees for the time to undergo such testing, will likely represent a substantial expense to the Company, which could have a material adverse effect on our business, financial condition, and/or results of operations to the extent that a significant portion of our workforce does not choose to become vaccinated.

On January 10, 2022, the Biden Administration announced that it would require insurance companies and group health plans to cover the cost of at-home COVID-19 tests. As we are self-insured for employee-related healthcare claims, this new requirement could result in an additional expense for the Company. It is not possible at this time to determine the impact of this new requirement or whether it could have a material adverse effect on our financial condition and/or results of operations.

Additionally, as many of our employees periodically access our systems remotely, in part as a result of the COVID-19 pandemic and the potential business or facility closures or reduced or staggered in-person attendance, we may be subject to heightened security risks, including the risks of cyber-attacks. Further, if any of our key personnel are unable to perform their duties for a period of time, including as a result of illness, our results of operations could be adversely affected.

Our business, financial condition, results of operations, and/or stock price could also be adversely affected in the future by the effects of another epidemic or pandemic, or otherwise by the spread of contagious diseases other than COVID-19. Such effects could be similar to those of the COVID-19 pandemic or could impact our business in different ways, including supply-chain disruptions, restrictions on our ability to provide services in the regions affected, adverse impacts on our workforce, and impacts to the U.S. or global economy or financial markets generally.

Terrorist attacks and other catastrophic events could disrupt our operations and services. Acts of terrorism and other catastrophic events, and the actions taken by the United States and/or other governments or actors in response to such events, may result in property damage, supply disruption, or economic dislocations throughout the country. Although it is not possible to predict such events or their consequences, these events could increase the volatility of our financial results due to decreased demand and unforeseen costs, with partial or no corresponding compensation from clients.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

We own a limited number of facilities; however, the majority of our operations are conducted at leased properties, which are located throughout the United States and United Kingdom. These properties consist of offices, warehouses, fabrication shops, and maintenance and cleaning facilities. We do not consider any one of these locations to be material to our operations. We believe that our facilities are well maintained, in good operating condition, and suitable for the purposes for which they are used.

See Note 16 - Leases of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for additional information regarding our leases. We utilize substantially all of our leased or owned facilities and believe there will be no difficulty either in negotiating the renewal of such leases as they expire or in finding alternative space, if necessary.

ITEM 3. LEGAL PROCEEDINGS

We are involved in several legal proceedings in which damages and claims have been asserted against us. We believe that we have a number of valid defenses to such proceedings and claims and intend to vigorously defend ourselves. We do not believe that any such matters will have a material adverse effect on our financial position, results of operations, or liquidity. We record a loss contingency if the potential loss from a proceeding or claim is considered probable and the amount can be reasonably estimated or a range of loss can be determined. We provide disclosure when it is reasonably possible that a loss will be incurred in excess of any recorded provision. Significant judgment is required in these determinations. As additional information becomes available, we reassess prior determinations and may change our estimates. Additional claims may be asserted against us in the future. Litigation is subject to many uncertainties, and the outcome of litigation is not predictable with assurance. It is possible that a litigation matter for which liabilities have not been recorded could be decided unfavorably to us, and that any such unfavorable decision could have a material adverse effect on our financial position, results of operations, or liquidity.

ITEM 4. MINE SAFETY DISCLOSURES

Information concerning mine safety violations or other regulatory matters required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K (17 CFR 229.104) is included in Exhibit 95.1 to this Form 10-K.

EXECUTIVE OFFICERS OF THE REGISTRANT

Anthony J. Guzzi, Age 57; President since October 2004, Chief Executive Officer since January 2011 and Chairman of the Board since June 2018. From October 2004 to January 2011, Mr. Guzzi served as Chief Operating Officer of the Company. From August 2001 until he joined the Company, Mr. Guzzi was President of the North American Distribution and Aftermarket Division of Carrier Corporation ("Carrier"). Carrier is a manufacturer and distributor of commercial and residential HVAC and refrigeration systems and equipment and a provider of aftermarket services and components of its own products and those of other manufacturers in both the HVAC and refrigeration industries.

Mark A. Pompa, Age 57; Executive Vice President and Chief Financial Officer of the Company since April 2006 and Treasurer of the Company from October 2019 to June 2020. From June 2003 to April 2006, Mr. Pompa was Senior Vice President-Chief Accounting Officer of the Company, and from June 2003 to January 2007, Mr. Pompa also served as Treasurer of the Company. From September 1994 to June 2003, Mr. Pompa was Vice President and Controller of the Company.

R. Kevin Matz, Age 63; Executive Vice President-Shared Services of the Company since December 2007 and Senior Vice President-Shared Services from June 2003 to December 2007. From April 1996 to June 2003, Mr. Matz served as Vice President and Treasurer of the Company and Staff Vice President-Financial Services of the Company from March 1993 to April 1996.

Maxine L. Mauricio, Age 50; General Counsel and Secretary of the Company since January 2016 and Executive Vice President since February 2021. Ms. Mauricio was a Senior Vice President of the Company from January 2016 to February 2021. From January 2012 to December 2015, Ms. Mauricio was Vice President and Deputy General Counsel of the Company, and from May 2002 to December 2011, she served as Assistant General Counsel of the Company. Prior to joining the Company, Ms. Mauricio was an associate at Ropes & Gray LLP.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information. Our common stock trades on the New York Stock Exchange under the symbol "EME."

Holders. As of February 18, 2022, there were approximately 480 stockholders of record.

Dividends. We have paid quarterly dividends since October 25, 2011. We expect that such quarterly dividends will be paid for the foreseeable future. Prior to October 25, 2011, no cash dividends had been paid on the Company's common stock. We currently pay a regular quarterly dividend of $0.13 per share. Our 2020 Credit Agreement places limitations on the payment of dividends on our common stock. However, we do not believe that the terms of such agreement currently materially limit our ability to pay a quarterly dividend of $0.13 per share for the foreseeable future. See Note 9 - Debt of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information regarding our 2020 Credit Agreement.

Purchase of Equity Securities by the Issuer and Affiliated Purchasers

The following table summarizes repurchases of our common stock made by us during the quarter ended December 31, 2021:

Period	Total Number of Shares Purchased (1) (2)	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares That May Yet be Purchased Under the Plan or Programs
October 1, 2021 to October 31, 2021	13,800	$114.95	13,800	$361,120,633
November 1, 2021 to November 30, 2021	47,466	$120.06	47,466	$355,421,942
December 1, 2021 to December 31, 2021	41,607	$120.49	41,607	$350,408,840
Total	102,873	$119.55	102,873	

(1) In September 2011, our Board of Directors (the "Board") authorized a share repurchase program allowing us to begin repurchasing shares of our outstanding common stock. Subsequently, the Board has from time to time increased the amount of our common stock that we may repurchase under such program. Since the inception of the repurchase program, the Board has authorized us to repurchase up to $1.45 billion of our outstanding common stock. As of December 31, 2021, there remained authorization for us to repurchase approximately $350.4 million of our shares. No shares have been repurchased by us since the program was announced other than pursuant to such program. Refer to Note 12 - Common Stock of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information regarding our share repurchase program.

(2) Excludes 1,518 shares surrendered to the Company by participants in our share-based compensation plans to satisfy minimum tax withholdings for common stock issued under such plans.

ITEM 6. [RESERVED]

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Business Description

We are one of the largest specialty contractors in the United States and a leading provider of electrical and mechanical construction and facilities services, building services, and industrial services. Our services are provided to a broad range of commercial, industrial, utility, and institutional customers through approximately 90 operating subsidiaries. Such operating subsidiaries are organized into the following reportable segments:

- United States electrical construction and facilities services;
- United States mechanical construction and facilities services;
- United States building services;
- United States industrial services; and
- United Kingdom building services.

For a more complete description of our operations, refer to Item 1. Business.

Our reportable segments reflect certain reclassifications of prior year amounts from our United States electrical construction and facilities services segment to our United States industrial services and our United States building services segments due to changes in our internal reporting structure aimed at realigning our service offerings. Consequently, we have included and updated the year-over-year discussion and analysis of results of operations for 2020 compared to 2019 to reflect these changes.

COVID-19 and Market Update

As a result of the COVID-19 pandemic, we experienced significant disruptions throughout calendar year 2020, which impacted our ability to execute on our remaining performance obligations in many of the markets in which we operate. The economic and operational impact of the pandemic, which were most acute during the second quarter of 2020, negatively affected our results of operations during such period and continued to impact portions of our business in 2021. However, our strong balance sheet and operational flexibility have allowed us to manage through the ongoing impacts of the pandemic while protecting our cash flow and liquidity.

Although the majority of our businesses have largely recovered from the financial impacts of the COVID-19 pandemic experienced in 2020, as evidenced by our consolidated performance and the growth in our remaining performance obligations, our United States industrial services segment continues to be negatively impacted by the lingering effects of the pandemic. The prolonged impacts of lower demand and the overall lagging recovery of the oil and gas market have resulted in customers of this segment canceling or deferring regularly scheduled maintenance projects, reducing capital spending, implementing various cost cutting measures, and closing certain of their facilities. Such customer actions continue to impact the demand for our service offerings within this segment.

We continue to monitor the short- and long-term impacts of the pandemic. While our employees and customers have adapted to a new work environment and there continues to be scientific, societal, and economic progress to address the effects of COVID-19, including the widespread availability of effective vaccines in the markets we serve, there remains significant uncertainty about the future impacts of the pandemic, or any resulting market disruption or volatility, including the potential effects on our operations. We continue to be cautiously optimistic about the markets in which we operate and the customers we serve; however, should there be a slowdown in economic activity due to surges in the number of cases, or an increase in variants of the virus that are more virulent, contagious, or against which current vaccines are less effective, it is possible that projects could be delayed or canceled or that we could experience access restrictions to our customers' facilities, preventing us from performing maintenance and service projects. The extent to which our business and results of operations are impacted in future periods will also depend upon a number of other factors. These include the duration and extent of the pandemic; limitations on the ability of our employees to perform their work due to illness caused by the pandemic or local, state, or federal orders requiring employees to quarantine; the cost and/or disruption of testing that may be required of our employees either by customer requirements or government mandates; the extent, duration, and effective execution of government stabilization and recovery efforts; the widespread adoption and long-term efficacy of vaccines and the availability and efficacy of other treatments; our customers' demand for our services; our ability to continue to safely and effectively operate in this environment; and the ability of our customers to pay us for services rendered.

While the emergency temporary standard requiring employers with 100 or more employees to ensure their workforce is fully vaccinated or to require unvaccinated workers to produce a negative test result on at least a weekly basis (the “ETS”) has been withdrawn by the Occupational Safety and Health Administration (“OSHA”), and Executive Order 14042 mandating vaccination for all federal contractors and subcontractors is currently stayed by the courts, it is unclear whether OSHA or another federal agency will mandate vaccination and/or testing. Costs related to any mandatory testing, including both the costs of tests and the costs to compensate employees for the time to undergo such testing, will likely represent a substantial expense to the Company, which could have a material adverse effect on our business, financial condition, and/or results of operations to the extent that a significant portion of our workforce does not choose to become vaccinated.

On January 10, 2022, the Biden Administration announced that it would require insurance companies and group health plans to cover the cost of at-home COVID-19 tests. As we are self-insured for employee-related healthcare claims, this new requirement could result in an additional expense for the Company. It is not possible at this time to determine the impact of this new requirement or whether it could have a material adverse effect on our financial condition and/or results of operations.

Supply chain disruptions, material shortages, or escalating commodity prices have and may continue to negatively impact our business. For example, we have experienced lead times significantly in excess of normal levels and have seen the effects of inflation through increases in commodity and material prices. Despite these challenges, to date, we have been able to manage our business through enhanced labor planning and project scheduling, increased pricing to the extent contractually permitted, and by leveraging our relationships with our suppliers and customers, resulting in only modest disruptions to our project and service work within the majority of our reportable segments. However, the impact of the COVID-19 pandemic on our vendors and the pricing and availability of materials or supplies utilized in our operations continues to evolve and may have an adverse impact on our operations in future periods. While we believe our remaining performance obligations are firm, customers may also slow decision-making, delay planned work, or seek to terminate existing agreements. Any of these events could have a material adverse effect on our business, financial condition, and/or results of operations.

2021 versus 2020

Overview

The following table presents selected financial data for the fiscal years ended December 31, 2021 and 2020 (in thousands, except percentages and per share data):

	2021	2020
Revenues	$9,903,580	$8,797,061
Revenues increase (decrease) from prior year	12.6 %	(4.1)%
Gross profit	$1,501,737	$1,395,382
Gross profit as a percentage of revenues	15.2 %	15.9 %
Impairment loss on goodwill, identifiable intangible assets, and other long-lived assets	$ —	$ 232,750
Operating income	$ 530,800	$ 256,834
Operating income as a percentage of revenues	5.4 %	2.9 %
Net income attributable to EMCOR Group, Inc.	$ 383,532	$ 132,943
Diluted earnings per common share	$ 7.06	$ 2.40

Revenues of $9.90 billion for the year ended December 31, 2021 set a new annual record for the Company and represent an increase of 12.6% from revenues of $8.80 billion for the year ended December 31, 2020. As described in further detail below, we experienced revenue growth within all of our reportable segments.

Operating income for 2021 was $530.8 million, or 5.4% of revenues, compared to operating income of $256.8 million, or 2.9% of revenues, in 2020. Our operating results for the year ended December 31, 2020 included $232.8 million of non-cash impairment charges, which negatively impacted the Company’s operating margin for 2020 by approximately 270 basis points. Excluding the impact of such impairment charges on our 2020 results, operating income increased by $41.2 million for the year ended December 31, 2021, as a result of increased operating income contribution from all of our reportable segments, except for our United States industrial services segment, which continues to be impacted by the effect of adverse market conditions on the demand for its service offerings, as described in further detail below.

Net income of $383.5 million, or $7.06 per diluted share, for the year ended December 31, 2021, compares favorably to net income of $132.9 million, or $2.40 per diluted share, for the year ended December 31, 2020. While such increases were largely attributable to the growth in operating income referenced above, net income and diluted earnings per common share for the year ended December 31, 2021 also benefited from a more normalized income tax rate, as our tax rate in the prior year was negatively impacted by the non-cash impairment charges recorded in 2020, the majority of which were non-deductible for tax purposes. Our diluted earnings per share for 2021 additionally benefited from a reduced weighted average share count given the impact of common stock repurchases made by us throughout 2020 and 2021.

Impact of Acquisitions

In order to provide a more meaningful period-over-period discussion of our operating results, we may discuss amounts generated or incurred (revenues, gross profit, selling, general and administrative expenses and operating income) from companies acquired. The amounts discussed reflect the acquired companies' operating results in the current reported period only for the time period these entities were not owned by EMCOR in the comparable prior reported period.

We acquired eight companies in 2021 for total consideration of $131.2 million. Such acquisitions include: (a) two companies, the results of operations of which were de minimis, included within our United States mechanical construction and facilities services segment, consisting of: (i) a company that provides mechanical services within the Southern region of the United States and (ii) a company that provides fire protection services in the Midwestern region of the United States, (b) two companies that provide electrical construction services for a broad array of customers in the Midwestern region of the United States, the results of operations of which have been included in our United States electrical construction and facilities services segment, and (c) four companies included within our United States building services segment, consisting of: (i) a company that provides mobile mechanical services across North Texas and (ii) three companies, the results of operations of which were de minimis, that bolster our presence in geographies where we have existing operations and provide either mobile mechanical services or building automation and controls solutions.

We acquired three companies in 2020 for total consideration of $50.3 million. Such acquisitions include: (a) a company that provides building automation and controls solutions within the Northeastern region of the United States, (b) a full service provider of mechanical services within the Washington, D.C. metro area, and (c) a company, the results of operations of which were de minimis, that provides mobile mechanical services in the Southern region of the United States. The results of operations for all three companies have been included within our United States building services segment.

Companies acquired in 2021 and 2020 generated incremental revenues of $196.3 million and incremental operating income of $4.0 million, inclusive of $11.5 million of amortization expense associated with identifiable intangible assets, for the year ended December 31, 2021.

Discussion and Analysis of Results of Operations

Revenues

The following table presents our revenues for each of our operating segments and the approximate percentages that each segment's revenues were of total revenues for the years ended December 31, 2021 and 2020 (in thousands, except for percentages):

	2021	% of Total	2020	% of Total
Revenues from unrelated entities:				
United States electrical construction and facilities services	$ 2,015,466	20 %	$ 1,806,092	20 %
United States mechanical construction and facilities services	3,922,864	40 %	3,485,495	40 %
United States building services	2,468,892	25 %	2,134,016	24 %
United States industrial services	986,407	10 %	940,895	11 %
Total United States operations	9,393,629	95 %	8,366,498	95 %
United Kingdom building services	509,951	5 %	430,563	5 %
Total operations	$ 9,903,580	100 %	$ 8,797,061	100 %

As described in more detail below, revenues for the year ended December 31, 2021 increased to $9.90 billion compared to $8.80 billion for the year ended December 31, 2020. The increase in revenues for the year ended December 31, 2021 was attributable to revenue growth within all of our reportable segments. Companies acquired in 2021 and 2020 generated incremental revenues of $196.3 million in 2021.

Revenues of our United States electrical construction and facilities services segment were $2,015.5 million for the year ended December 31, 2021 compared to revenues of $1,806.1 million for the year ended December 31, 2020. Excluding the impact of acquisitions, the increase in revenues of this segment for the year ended December 31, 2021 was primarily attributable to: (a) a resumption of project activity within certain major metropolitan areas, where work was previously postponed due to access restrictions caused by the various containment and mitigation measures mandated in the prior year by certain of our customers and/or governmental authorities in response to the COVID-19 pandemic, leading to: (i) an increase in commercial market sector revenues and (ii) greater short-duration project volumes in the current year, (b) an increase in public works projects in the Western region of the United States, resulting in greater revenue contribution from the institutional market sector, (c) revenue growth within the healthcare market sector, due to greater construction project activity in the Northeastern region of the United

States, and (d) an increase in telecommunication project activity within the commercial market sector. The results of this segment for the year ended December 31, 2021 included $93.1 million of incremental revenues generated by companies acquired in 2021. The revenue increases referenced above were partially offset by a reduction in revenues within the manufacturing and transportation market sectors due to the completion or substantial completion of certain projects in the Northeastern and Western regions of the United States.

Our United States mechanical construction and facilities services segment revenues for the year ended December 31, 2021 were $3,922.9 million, a $437.4 million increase compared to revenues of $3,485.5 million for the year ended December 31, 2020. The increase in this segment's revenues for the year ended December 31, 2021 was attributable to revenue growth within the majority of the market sectors in which we operate, including: (a) the commercial market sector, driven by: (i) the continued build-out of our customers' e-commerce supply chains, which has resulted in increased demand for our fire protection services within their warehousing and distribution facilities, (ii) continued growth in digital processing, cloud computing, and data storage, which has resulted in an increase in telecommunication construction project opportunities, and (iii) increased demand for our mechanical construction services by customers within the biotech, life-sciences, and pharmaceutical industries, as well as certain customers engaged in the production and development of electric vehicles and/or lithium batteries, (b) the healthcare market sector, due to increased mechanical system retrofits and installations as our healthcare customers seek to upgrade their existing facilities or build new facilities, (c) the manufacturing market sector, inclusive of certain large food processing projects, which began to accelerate during the second half of 2021, and (d) the water and wastewater market sector, given increased project activity within the Southern region of the United States. These increases were partially offset by the completion or substantial completion of certain projects within the institutional market sector, which resulted in a reduction of revenues within such sector during 2021.

Revenues of our United States building services segment were $2,468.9 million and $2,134.0 million for the years ended December 31, 2021 and 2020, respectively. Excluding incremental acquisition revenues within this segment's mobile mechanical services division of $103.2 million, this segment's revenue growth for the year ended December 31, 2021 was primarily attributable to: (a) greater project, service repair and maintenance, and building automation and controls activities within our mobile mechanical services operations, as well as an increase in project volume within our commercial site-based services operations, in both cases, partially as a result of a resumption in demand for certain of our service offerings when compared to the prior year, which was negatively impacted by the COVID-19 pandemic given the temporary closure of certain customer facilities, (b) a net increase in facilities maintenance contract revenues, partially as a result of new contract awards, (c) increased customer demand, stemming in part from the COVID-19 pandemic, for certain services aimed at either: (i) improving the indoor air quality or (ii) enhancing the cleaning protocols within their facilities, and (d) an increase in snow removal activity year-over-year within our commercial site-based services division.

Revenues of our United States industrial services segment for the year ended December 31, 2021 were $986.4 million, a $45.5 million increase compared to revenues of $940.9 million for the year ended December 31, 2020. The increase in this segment's revenues for the year ended December 31, 2021 was attributable to greater revenues from both our field services and shop services operations during the second half of 2021, when compared to the same prior year period. While this segment's revenues throughout the majority of both 2021 and 2020 were negatively impacted by the adverse market conditions within the oil and gas and related industrial markets, the impact on the demand for its service offerings was most severe during the second half of 2020, resulting in a favorable comparison in the current year. Although the demand for oil and other refined products has not returned to pre-pandemic levels, the oil and gas industry continues to recover and we remain cautiously optimistic that the demand for our traditional industrial services will continue to improve in future periods. Revenues of this segment for the year ended December 31, 2021 additionally benefited from the completion of a 200-megawatt solar project by certain subsidiaries of this segment during 2021.

Our United Kingdom building services segment revenues were $510.0 million in 2021 compared to $430.6 million in 2020. The increase in this segment's revenues for the year ended December 31, 2021 was primarily a result of growth in project activities with existing customers, primarily within the commercial and water and wastewater market sectors, partially as a result of a resumption in demand as customers began to release projects which were previously deferred due to the uncertainty created by the COVID-19 pandemic. Similar to our United States building services segment, this segment additionally experienced increased revenues resulting from greater demand for services aimed at enhancing the cleaning protocols within its customers' facilities in response to COVID-19. This segment's revenues for the year ended December 31, 2021 were positively impacted by $34.6 million related to the effect of favorable exchange rates for the British pound versus the United States dollar.

Cost of sales and gross profit

The following table presents cost of sales, gross profit (revenues less cost of sales), and gross profit margin (gross profit as a percentage of revenues) for the years ended December 31, 2021 and 2020 (in thousands, except for percentages):

	2021	2020
Cost of sales	$8,401,843	$7,401,679
Gross profit	$1,501,737	$1,395,382
Gross profit margin	15.2 %	15.9 %

Our gross profit for the year ended December 31, 2021 was $1,501.7 million, a $106.4 million increase compared to gross profit of $1,395.4 million for the year ended December 31, 2020. The increase in gross profit for the year ended December 31, 2021 was predominately a result of increased gross profit contribution from our United States construction segments and our United States building services segment given greater revenue volume during 2021. In addition, we experienced an increase in gross profit within our United Kingdom building services segment due, in part, to both increased revenue and gross profit margin expansion when compared to 2020.

Our gross profit margin was 15.2% and 15.9% for 2021 and 2020, respectively. The decrease in gross profit margin for the year ended December 31, 2021 was predominantly attributable to a reduction in gross profit margin within all of our reportable segments, except for our United Kingdom building services segment. Refer to the operating income section below for further discussion regarding the operating performance of each of our reportable segments.

Selling, general and administrative expenses

The following table presents selling, general and administrative expenses and SG&A margin (selling, general and administrative expenses as a percentage of revenues) for the years ended December 31, 2021 and 2020 (in thousands, except for percentages):

	2021	2020
Selling, general and administrative expenses	$ 970,937	$ 903,584
SG&A margin	9.8 %	10.3 %

Our selling, general and administrative expenses for the year ended December 31, 2021 were $970.9 million compared to selling, general and administrative expenses of $903.6 million for the year ended December 31, 2020. For the year ended December 31, 2021, selling, general and administrative expenses included $19.2 million of incremental expenses directly related to companies acquired in 2021 and 2020, including amortization expense attributable to identifiable intangible assets of $4.3 million. Excluding incremental expenses from businesses acquired, our selling, general and administrative expenses increased by $48.2 million for the year ended December 31, 2021. Such organic increase in selling, general and administrative expenses was primarily attributable to an increase in: (a) employee benefit costs, driven by greater medical claim activity related in part to the COVID-19 pandemic, (b) incentive compensation expense, predominantly within our United States construction segments and our United States building services segment given greater operating income when compared to the prior year, (c) salaries, as a result of: (i) an increase in headcount to support our organic revenue growth in the current year and (ii) the favorable impact in the prior year of certain short-term cost cutting measures enacted in response to the COVID-19 pandemic, including temporary furloughs and salary reductions, (d) computer hardware and software costs as a result of various information technology and cybersecurity initiatives currently in process, and (e) the provision for credit losses, within our United States industrial services segment, which included $5.8 million of expense associated with two customer bankruptcies during 2021.

Selling, general and administrative expenses as a percentage of revenues were 9.8% and 10.3% for 2021 and 2020, respectively. The decrease in SG&A margin for the year ended December 31, 2021 was a result of an increase in revenues without a commensurate increase in overhead costs, as we were able to leverage our existing overhead cost structure.

Impairment loss on goodwill, identifiable intangible assets, and other long-lived assets

During the second quarter of 2020, we identified certain indicators of impairment resulting from the COVID-19 pandemic and its impact on the oil and gas and related industrial markets. These adverse conditions resulted in lower forecasted revenue and operating margin expectations for those of our businesses that are highly dependent on the strength of such markets, resulting in the recognition, during 2020, of impairment charges totaling $232.8 million within our United States industrial services segment.

Despite the weaker results of our United States industrial services segment for the year ended December 31, 2021, when compared to historical periods, we did not identify any indicators of impairment in the current year, as the operating performance of this segment remained materially consistent with our near term expectations and forecasts. Further, we performed our annual impairment assessment as of October 1, 2021 and determined that the fair value of the industrial reporting unit remained in excess of its carrying value. However, a further deterioration in this segment's operating performance, significant adverse changes to external market conditions or the assumptions utilized in our impairment tests, such as the weighted average cost of capital and our internal forecasts, if any, could result in the identification of future impairment indicators and potentially future goodwill impairment charges. It is not possible at this time to determine if any future impairment charge will result or, if it does, whether such charge would be material to our results of operations.

Operating income (loss)

The following table presents by segment our operating income (loss) and each segment's operating margin (operating income (loss) as a percentage of such segment's revenues) for the years ended December 31, 2021 and 2020 (in thousands, except for percentages):

	2021	% of Segment Revenues	2020	% of Segment Revenues
Operating income (loss):				
United States electrical construction and facilities services	$ 168,363	8.4 %	$ 161,810	9.0 %
United States mechanical construction and facilities services	319,112	8.1 %	292,536	8.4 %
United States building services	119,024	4.8 %	114,159	5.3 %
United States industrial services	(1,666)	(0.2)%	1,175	0.1 %
Total United States operations	604,833	6.4 %	569,680	6.8 %
United Kingdom building services	27,998	5.5 %	20,660	4.8 %
Corporate administration	(102,031)	—	(98,542)	—
Restructuring expenses	—	—	(2,214)	—
Impairment loss on goodwill, identifiable intangible assets, and other long-lived assets	—	—	(232,750)	—
Total operations	530,800	5.4 %	256,834	2.9 %
Other items:				
Net periodic pension (cost) income	3,625		2,980	
Interest expense	(6,071)		(9,009)	
Interest income	949		1,521	
Income before income taxes	$ 529,303		$ 252,326	

As described in more detail below, operating income was $530.8 million, or 5.4% of revenues, for the year ended December 31, 2021, compared to operating income of $256.8 million, or 2.9% of revenues, for the year ended December 31, 2020. Our operating results for 2020 included $232.8 million of non-cash impairment charges, which negatively impacted the Company's operating margin in 2020 by approximately 270 basis points. Excluding the impact of such impairment charges on our 2020 results, operating income increased by $41.2 million for the year ended December 31, 2021, as a result of increased operating income contribution from all of our reportable segments, except for our United States industrial services segment, which continues to be impacted by the effect of adverse market conditions on the demand for its service offerings. Companies acquired in 2021 and 2020, generated incremental operating income of $4.0 million, inclusive of $11.5 million of amortization expense associated with identifiable intangible assets, for the year ended December 31, 2021.

Operating income of our United States electrical construction and facilities services segment for the year ended December 31, 2021 was $168.4 million compared to operating income of $161.8 million for the year ended December 31, 2020. Companies acquired in 2021 contributed incremental operating income of $3.7 million, inclusive of $4.9 million of amortization expense associated with identifiable intangible assets. Excluding such acquisition contribution, operating income of this segment increased a modest $2.9 million for the year ended December 31, 2021. Gross profit gains from construction projects within the institutional and healthcare market sectors, primarily as a result of the revenue growth within these market sectors, as referenced above, were largely offset by gross profit declines within the transportation and manufacturing market sector, given the completion or close-out of certain projects in the prior year. Operating margins within this segment for the years ended December 31, 2021 and 2020 were 8.4% and 9.0%, respectively. The decrease in operating margin year-over-year was a result of a decline in this segment's gross profit margin during 2021, predominantly within: (a) the commercial market sector, partially due to a change in the composition of project work performed period-over-period, and (b) the transportation market sector as the results for the prior year benefited from the successful close-out of several large construction projects within the Northeastern region of the United States.

Our United States mechanical construction and facilities services segment's operating income for the year ended December 31, 2021 was $319.1 million, a $26.6 million increase compared to operating income of $292.5 million for the year ended December 31, 2020. The increase in operating income for 2021 was a result of an increase in gross profit from construction projects within the majority of the market sectors in which we operate, driven by increased revenue volume year-over-year. Operating margins within this segment for the years ended December 31, 2021 and 2020 were 8.1% and 8.4%, respectively. The 30 basis point reduction in this segment's operating margin in 2021 was primarily a result of a decrease in gross profit margin within the manufacturing market sector as: (a) the results for the prior year benefited from the favorable close-out of several projects and (b) the results for the current year include increased revenues from certain large food processing projects, for which we are acting as the construction manager and therefore carry lower than average gross profit margins. This decrease in gross profit margin was partially offset by a reduction in the ratio of selling, general and administrative expenses to revenues given an increase in segment revenues without a commensurate increase in overhead costs.

Operating income of our United States building services segment for the year ended December 31, 2021 was $119.0 million, or 4.8% of revenues, compared to operating income of $114.2 million, or 5.3% of revenues, for the year ended December 31, 2020. The increase in this segment's operating income for 2021 was primarily due to the resumption in demand for certain of our service offerings when compared to the prior year, which led to increased gross profit from project, service repair and maintenance, and building automation and controls activities within our mobile mechanical services operations, and project volumes within our commercial site-based services operations. In addition, gross profit for the year ended December 31, 2021 benefited from greater snow removal activity for our customers with whom we are contracted on a per snow event basis. Companies acquired in 2021 and 2020, which are included within this segment's mobile mechanical services division, generated incremental operating income of approximately $0.7 million, inclusive of $6.2 million of amortization expense associated with identifiable intangible assets, during 2021. The 50 basis point reduction in operating margin for the year ended December 31, 2021 was attributable to a decrease in gross profit margin, partially offset by a reduction in the ratio of selling, general and administrative expenses to revenues as this segment was able to effectively leverage its overhead cost structure during this period of revenue growth. The decline in gross profit margin resulted from a less favorable mix of work within this segment's mobile mechanical services division, including a greater number of fixed price capital projects, which traditionally have lower gross profit margins than the other service and repair offerings of this segment. Gross profit margin of this segment in 2021 was also negatively impacted by: (a) supply chain disruptions, including longer lead times for certain materials and equipment, which resulted in a greater amount of unabsorbed labor costs in instances where projects were delayed pending the receipt of materials, and (b) an escalation in fuel prices for its fleet of over 4,000 service vans, a portion of which we were unable to pass along to our customers.

Our United States industrial services segment reported an operating loss of $1.7 million for the year ended December 31, 2021 compared to operating income of $1.2 million for the year ended December 31, 2020. Operating margin of this segment was (0.2)% and 0.1% for 2021 and 2020, respectively. Despite the increase in annual revenues compared to full year 2020, this segment's operating results continue to be negatively impacted by the adverse macroeconomic conditions within the oil and gas industry. For example, pricing pressure from the customers of this segment has resulted in a lower margin portfolio of work, and therefore a decrease in gross profit when compared to the prior year, within both our field services and shop services operations. In addition to the effect of lower gross profit, operating income of this segment was negatively impacted by an increase in the provision for credit losses, which included approximately $5.8 million of expense associated with two customer bankruptcies during 2021, which resulted in a 60 basis point reduction to this segment's operating margin.

Our United Kingdom building services segment operating income for the year ended December 31, 2021 was $28.0 million, or 5.5% of revenues, which compares favorably to operating income of $20.7 million, or 4.8% of revenues, for the year ended December 31, 2020. The increase in this segment's operating income and operating margin for 2021 was primarily a result of an increase in gross profit and gross profit margin from projects within the commercial market sector, partially offset by an increase in selling, general and administrative expenses to support the segment's revenue growth. In addition, this segment's operating income and operating margin for the year ended December 31, 2021 benefited from successful contract close-outs during 2021. This segment's operating income was positively impacted by $2.1 million during 2021 related to the effect of favorable exchange rates for the British pound versus the United States dollar.

Our corporate administration expenses were $102.0 million for 2021 compared to $98.5 million in 2020. The increase in corporate administration expenses for the year ended December 31, 2021 was primarily due to: (a) an increase in employment costs, such as: (i) long-term incentive compensation expense given higher projected future operating results, as our expectations during 2020 were negatively impacted by the uncertainty created by the COVID-19 pandemic, and (ii) salaries, inclusive of certain non-recurring severance expenses associated with the continued realignment of our back office functions, and (b) a net increase in computer hardware, software, and consulting costs, as a result of various information technology and cybersecurity initiatives currently in process.

Other items

Interest expense was $6.1 million and $9.0 million for 2021 and 2020, respectively, and interest income was $0.9 million and $1.5 million for 2021 and 2020, respectively. The decrease in both interest expense and interest income for 2021 resulted from lower interest rates when compared to 2020. In addition, the decrease in interest expense was partially attributable to reduced average outstanding borrowings year-over-year.

Our income tax provision for the year ended December 31, 2021 was $145.6 million, based on an income tax rate of 27.5%, compared to an income tax provision and an income tax rate of $119.4 million and 47.3%, respectively, for the year ended December 31, 2020. Our income tax rate, and resulting income tax provision, for the year ended December 31, 2020 were impacted by the tax effect of the $232.8 million of non-cash goodwill, identifiable intangible asset, and other long-lived asset impairment charges recorded during 2020, the majority of which was non-deductible for tax purposes.

Remaining Unsatisfied Performance Obligations

The following table presents the transaction price allocated to remaining unsatisfied performance obligations ("remaining performance obligations") for each of our reportable segments and their respective percentage of total remaining performance obligations (in thousands, except for percentages):

	December 31, 2021	% of Total	December 31, 2020	% of Total
Remaining performance obligations:				
United States electrical construction and facilities services	$ 1,210,568	22 %	$ 1,055,089	23 %
United States mechanical construction and facilities services	3,320,359	59 %	2,673,293	58 %
United States building services	838,324	15 %	618,353	13 %
United States industrial services	111,838	2 %	117,212	3 %
Total United States operations	5,481,089	98 %	4,463,947	97 %
United Kingdom building services	118,208	2 %	130,673	3 %
Total operations	$ 5,599,297	100 %	$ 4,594,620	100 %

Remaining performance obligations increase with awards of new contracts and decrease as we perform work and recognize revenue on existing contracts. We include a project within our remaining performance obligations at such time as the project is awarded and agreement on contract terms has been reached. Our remaining performance obligations include amounts related to contracts for which a fixed price contract value is not assigned when a reasonable estimate of the total transaction price can be made.

Remaining performance obligations include unrecognized revenues to be realized from uncompleted construction contracts. Although many of our construction contracts are subject to cancellation at the election of our customers, in accordance with industry practice, we do not limit the amount of unrecognized revenue included within remaining performance obligations for these contracts as the risk of cancellation is very low due to the inherent substantial economic penalty that our customers would incur upon cancellation or termination. We believe our reported remaining performance obligations for our construction contracts are firm and contract cancellations have not had a material adverse effect on us.

Remaining performance obligations also include unrecognized revenues expected to be realized over the remaining term of service contracts. However, to the extent a service contract includes a cancellation clause which allows for the termination of such contract by either party without a substantive penalty, the remaining contract term, and therefore, the amount of unrecognized revenues included within remaining performance obligations, is limited to the notice period required for the termination.

Our remaining performance obligations are comprised of: (a) original contract amounts, (b) change orders for which we have received written confirmations from our customers, (c) pending change orders for which we expect to receive confirmations in the ordinary course of business, (d) claim amounts that we have made against customers for which we have determined we have a legal basis under existing contractual arrangements and as to which the variable consideration constraint does not apply, and (e) other forms of variable consideration to the extent that such variable consideration has been included within the transaction price of our contracts. Such claim and other variable consideration amounts were immaterial for all periods presented.

Our remaining performance obligations at December 31, 2021 were $5.60 billion compared to $4.59 billion at December 31, 2020. The increase in remaining performance obligations year-over-year was primarily attributable to an increase in remaining performance obligations within our United States construction segments, driven by the award of various construction projects within the majority of the market sectors in which we operate, most notably: (a) the commercial market sector, inclusive of certain semiconductor projects, (b) the manufacturing market sector, inclusive of several food processing projects, and (c) the healthcare, institutional, and water and wastewater market sectors. In addition, we experienced an increase in remaining performance obligations within our United States building services segment given increased project opportunities within its mobile mechanical services division and the award of several facilities maintenance contracts within its commercial site-based services division. Remaining performance obligations increased by $162.8 million as a result of acquisitions during 2021.

2020 versus 2019

Overview

The following table presents selected financial data for the fiscal years ended December 31, 2020 and 2019 (in thousands, except percentages and per share data):

	2020	2019
Revenues	$8,797,061	$9,174,611
Revenues (decrease) increase from prior year	(4.1)%	12.8 %
Gross profit	$1,395,382	$1,355,868
Gross profit as a percentage of revenues	15.9 %	14.8 %
Impairment loss on goodwill, identifiable intangible assets, and other long-lived assets	$ 232,750	$ —
Operating income	$ 256,834	$ 460,892
Operating income as a percentage of revenues	2.9 %	5.0 %
Net income attributable to EMCOR Group, Inc.	$ 132,943	$ 325,140
Diluted earnings per common share	$ 2.40	$ 5.75

Revenues of $8.80 billion for the year ended December 31, 2020 decreased by 4.1% from revenues of $9.17 billion for the year ended December 31, 2019. As discussed in further detail below, such decrease in revenues was largely attributable to revenue declines within our United States industrial services segment, as a result of a decrease in demand for our service offerings within the oil and gas and related industrial markets given the negative macroeconomic conditions impacting these markets. In addition, we experienced a decrease in revenues within our United States electrical construction and facilities services segment, due to: (a) the effects of the COVID-19 pandemic on our operations during 2020, which resulted in: (i) a decrease in the number of short duration projects and (ii) project delays or access restrictions resulting from the various containment and mitigation measures mandated by certain of our customers and/or governmental authorities, and (b) a reduction in commercial market sector activities given the completion or substantial completion of several projects. These revenue declines were partially offset by revenue growth within our United States mechanical construction and facilities services segment and our United States building services segment, inclusive of the impact of businesses acquired, as discussed below, as well as an increase in revenues of our United Kingdom building services segment.

Operating income for 2020 was $256.8 million, or 2.9% of revenues, compared to operating income of $460.9 million, or 5.0% of revenues, in 2019. Our operating results for the year ended December 31, 2020 included $232.8 million of non-cash impairment charges within our United States industrial services segment, which negatively impacted the Company’s operating margin for 2020 by approximately 270 basis points. Excluding the impact of such impairments, operating income and operating margin for the twelve months ended December 31, 2020 increased by $28.7 million and 60 basis points, respectively, primarily as a result of favorable execution within our United States construction segments, as described in further detail below.

Net income of $132.9 million, or $2.40 per diluted share, for the year ended December 31, 2020, compares unfavorably to net income of $325.1 million, or $5.75 per diluted share, for the year ended December 31, 2019. The decline in both net income and diluted earnings per common share are a result of the aforementioned impairment charges and the related tax effects as the majority of such charges were non-deductible for tax purposes.

Impact of Acquisitions

We acquired three companies in 2020 for total consideration of $50.3 million. Such acquisitions include: (a) a company that provides building automation and controls solutions within the Northeastern region of the United States, (b) a full service provider of mechanical services within the Washington, D.C. metro area, and (c) a company, the results of operations of which were de minimis, that provides mobile mechanical services in the Southern region of the United States. The results of operations for all three companies have been included within our United States building services segment.

On November 1, 2019, we completed the acquisition of Batchelor & Kimball, Inc. ("BKI"), a leading full service provider of mechanical construction and maintenance services, for total consideration of $220.3 million. This acquisition strengthens our position and broadens our capabilities in the Southern and Southeastern regions of the United States, and the results of its operations have been included within our United States mechanical construction and facilities services segment. In addition to BKI, during 2019, we completed six other acquisitions for total consideration of $85.4 million. Such acquisitions include: (a) a company that provides electrical contracting services in central Iowa, the results of operations of which have been included within our United States electrical construction and facilities services segment, (b) a company that provides mechanical contracting services in south-central and eastern Texas, the results of operations of which have been included within our United States mechanical construction and facilities services segment, and (c) four companies included within our United States building services segment, consisting of: (i) a company that provides mobile mechanical services in the Southern region of the United States and (ii) three companies, the results of operations of which were de minimis, which bolster our presence in geographies where we have existing operations and provide either mobile mechanical services or building automation and controls solutions.

Companies acquired in 2020 and 2019 generated incremental revenues of $269.6 million and incremental operating income of $15.4 million, inclusive of $16.0 million of amortization expense associated with identifiable intangible assets, for the year ended December 31, 2020.

Discussion and Analysis of Results of Operations

Revenues

The following table presents our revenues for each of our operating segments and the approximate percentages that each segment's revenues were of total revenues for the years ended December 31, 2020 and 2019 (in thousands, except for percentages):

	2020	% of Total	2019	% of Total
Revenues from unrelated entities:				
United States electrical construction and facilities services	$ 1,806,092	20 %	$ 1,961,798	21 %
United States mechanical construction and facilities services	3,485,495	40 %	3,340,337	36 %
United States building services	2,134,016	24 %	2,121,661	23 %
United States industrial services	940,895	11 %	1,327,556	15 %
Total United States operations	8,366,498	95 %	8,751,352	95 %
United Kingdom building services	430,563	5 %	423,259	5 %
Total operations	$ 8,797,061	100 %	$ 9,174,611	100 %

As described in more detail below, revenues for the year ended December 31, 2020 decreased to $8.80 billion compared to $9.17 billion for the year ended December 31, 2019. Revenue declines within our United States industrial services segment, as a result of a decrease in demand for our service offerings within the oil and gas and related industrial markets, and our United States electrical construction and facilities services segment, as described in further detail below, were partially offset by revenue growth within our United States mechanical construction and facilities services segment, our United States building services segment, and our United Kingdom building services segment. Companies acquired in 2020 and 2019, which are reported in our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment and our United States building services segment, generated incremental revenues of $269.6 million in 2020.

Revenues of our United States electrical construction and facilities services segment were $1,806.1 million for the year ended December 31, 2020 compared to revenues of $1,961.8 million for the year ended December 31, 2019. The decrease in revenues was attributable to: (a) the effects of the COVID-19 pandemic on our operations during 2020, which resulted in: (i) a decrease in the number of short duration projects and (ii) project delays or access restrictions resulting from the various containment and mitigation measures mandated by certain of our customers and/or governmental authorities, and (b) a decline in revenues from construction projects within the commercial market sector, as a result of the completion or substantial completion of several projects. The results for the year ended December 31, 2020 included $25.4 million of incremental revenues generated by a company acquired in 2019.

Our United States mechanical construction and facilities services segment revenues for the year ended December 31, 2020 were $3,485.5 million, a $145.2 million increase compared to revenues of $3,340.3 million for the year ended December 31, 2019. The results for the year ended December 31, 2020 included $188.8 million of incremental revenues generated by companies acquired in 2019. Excluding the impact of acquisitions, revenues of this segment decreased by $43.7 million, primarily as a result of a decline in revenues from: (a) the manufacturing market sector, inclusive of certain large food processing construction projects, and (b) several telecommunications and technology projects. Similar to our United States electrical construction and facilities services segment, revenues of this segment were also negatively impacted by the effects of the COVID-19 pandemic during 2020, which resulted in project delays and temporary job site shutdowns, as well as a decrease in the number of short duration projects. These revenue reductions were partially offset by increased revenues from the majority of the remaining market sectors in which we operate, most notably the institutional, transportation, and commercial market sectors.

Revenues of our United States building services segment were $2,134.0 million and $2,121.7 million for the years ended December 31, 2020 and 2019, respectively. Excluding acquisition revenues of $55.4 million, this segment's revenues decreased by approximately $43.0 million during the year ended December 31, 2020. Such reduction in revenues was primarily attributable to: (a) decreased project and controls activities within our mobile mechanical services operations, largely as a result of the impact of the COVID-19 pandemic during 2020, which resulted in fewer project opportunities given the temporary closure of certain customer facilities, (b) decreased large project activity within our energy services operations, primarily as a result of the completion of certain projects which were active in 2019, and (c) the loss of certain contracts not renewed pursuant to rebid within our government services business. These revenue declines were partially offset by increased customer demand for certain services aimed at improving the indoor air quality within their facilities as well as an increase in revenues within our commercial site-based services operations, as a result of new contract awards and scope expansion on certain contracts with existing customers.

Revenues of our United States industrial services segment for the year ended December 31, 2020 were $940.9 million, a $386.7 million decrease compared to revenues of $1,327.6 million for the year ended December 31, 2019. Revenues of this segment for the year ended December 31, 2020 were negatively impacted by adverse market conditions including unprecedented volatility in the price of crude oil, largely as a result of a decline in demand caused by the COVID-19 pandemic. Such macroeconomic conditions led to a decrease in demand for our services, which resulted in: (a) a decrease in maintenance and capital project activity within our field services operations and (b) a reduction in new build heat exchanger sales and a decrease in maintenance, repair, and hydro blast cleaning services within our shop services operations. In addition, revenues for the year ended December 31, 2020 were negatively impacted by project stoppages resulting from hurricanes, including certain named storms, within the Gulf Coast region.

Our United Kingdom building services segment revenues were $430.6 million in 2020 compared to $423.3 million in 2019. The year-over-year increase in revenues within this segment was primarily attributable to: (a) an increase in revenues from new maintenance contract awards within the commercial market sector, and (b) increased project activity with existing customers, primarily within the water and wastewater market sector, despite reduced opportunities for project work brought upon by the temporary closure of certain customer facilities and the temporary suspension of capital spending as a result of the COVID-19 pandemic in the first half of 2020. This segment's revenues during 2020 were positively impacted by $2.3 million related to the effect of favorable exchange rates for the British pound versus the United States dollar.

Cost of sales and gross profit

The following table presents cost of sales, gross profit, and gross profit margin for the years ended December 31, 2020 and 2019 (in thousands, except for percentages):

	2020	2019
Cost of sales	$7,401,679	$7,818,743
Gross profit	$1,395,382	$1,355,868
Gross profit margin	15.9 %	14.8 %

Our gross profit for the year ended December 31, 2020 was $1,395.4 million, a $39.5 million increase compared to gross profit of $1,355.9 million for the year ended December 31, 2019. Our gross profit margin was 15.9% and 14.8% for 2020 and 2019, respectively. The increase in gross profit and gross profit margin for the year ended December 31, 2020 was predominantly a result of improved operating performance within both of our United States construction segments, as described in further detail below, despite the challenges brought on by the COVID-19 pandemic.

Selling, general and administrative expenses

The following table presents selling, general and administrative expenses and SG&A margin, for the years ended December 31, 2020 and 2019 (in thousands, except for percentages):

	2020	2019
Selling, general and administrative expenses	$ 903,584	$ 893,453
SG&A margin	10.3 %	9.7 %

Our selling, general and administrative expenses for the year ended December 31, 2020 were $903.6 million compared to selling, general and administrative expenses of $893.5 million for the year ended December 31, 2019. For the year ended December 31, 2020, selling, general and administrative expenses included $29.6 million of incremental expenses directly related to companies acquired in 2020 and 2019, including amortization expense attributable to identifiable intangible assets of $9.5 million. Excluding incremental expenses from businesses acquired, our selling, general and administrative expenses for 2020 decreased by $19.4 million, primarily as a result of certain cost reductions resulting from, or actions taken in response to, the COVID-19 pandemic, including: (a) a reduction in certain discretionary spending, such as travel and entertainment costs, (b) a decrease in salary expense due to: (i) a reduction in headcount, resulting from lower revenues than in the same 2019 period, and (ii) certain short-term cost cutting measures, including temporary furloughs and salary reductions, and (c) a decrease in employee benefit costs, partially due to a decline in medical claims. These cost reductions were partially offset by an increase in incentive compensation expense, predominantly within our United States mechanical construction and facilities services segment, due to improved operating performance by several of our subsidiaries when compared to 2019.

Selling, general and administrative expenses as a percentage of revenues were 10.3% and 9.7% for 2020 and 2019, respectively. The increase in SG&A margin for the year ended December 31, 2020 was primarily due to a reduction in revenues without a commensurate decrease in certain of our overhead costs, including: (a) certain fixed costs within our United States industrial services segment, despite the significant revenue decline within such segment, and (b) the above referenced increase in incentive compensation expense.

Impairment loss on goodwill, identifiable intangible assets, and other long-lived assets

During the second quarter of 2020, we identified certain indicators of impairment resulting from the uncertainties caused by the COVID-19 pandemic and the significant volatility in the price of crude oil. These uncertainties resulted in lower forecasted revenue and operating margin expectations for those of our businesses that are highly dependent on the strength of the oil and gas and related industrial markets, resulting in the recognition, during 2020, of impairment charges totaling $232.8 million within our United States industrial services segment.

Operating income (loss)

The following table presents by segment our operating income (loss) and each segment's operating margin for the years ended December 31, 2020 and 2019 (in thousands, except for percentages):

	2020	% of Segment Revenues	2019	% of Segment Revenues
Operating income (loss):				
United States electrical construction and facilities services	$ 161,810	9.0 %	$ 147,817	7.5 %
United States mechanical construction and facilities services	292,536	8.4 %	225,040	6.7 %
United States building services	114,159	5.3 %	115,432	5.4 %
United States industrial services	1,175	0.1 %	57,529	4.3 %
Total United States operations	569,680	6.8 %	545,818	6.2 %
United Kingdom building services	20,660	4.8 %	18,323	4.3 %
Corporate administration	(98,542)	—	(101,726)	—
Restructuring expenses	(2,214)	—	(1,523)	—
Impairment loss on goodwill, identifiable intangible assets, and other long-lived assets	(232,750)	—	—	—
Total operations	256,834	2.9 %	460,892	5.0 %
Other items:				
Net periodic pension (cost) income	2,980		1,553	
Interest expense	(9,009)		(13,821)	
Interest income	1,521		2,265	
Income before income taxes	$ 252,326		$ 450,889	

As described in more detail below, operating income was $256.8 million, or 2.9% of revenues, for the year ended December 31, 2020, compared to operating income of $460.9 million, or 5.0% of revenues, for the year ended December 31, 2019. Our operating results for 2020 included $232.8 million of non-cash impairment charges, which negatively impacted the Company's operating margin in 2020 by approximately 270 basis points. Excluding the impact of such impairment charges on our 2020 results, operating income and operating margin for the year ended December 31, 2020 increased by $28.7 million and 60 basis points, primarily as a result of favorable execution within our United States construction segments. Companies acquired in 2020 and 2019, which are reported in our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment, and our United States building services segment, generated incremental operating income of $15.4 million, inclusive of $16.0 million of amortization expense associated with identifiable intangible assets, for the year ended December 31, 2020.

Operating income of our United States electrical construction and facilities services segment for the year ended December 31, 2020 was $161.8 million, or 9.0% of revenues, compared to operating income of $147.8 million, or 7.5% of revenues, for the year ended December 31, 2019. A company acquired in 2019 contributed incremental operating income of $1.6 million, inclusive of $0.1 million of amortization expense associated with identifiable intangible assets, during 2020. The year-over-year increase in operating income and operating margin was largely attributable to an increase in gross profit and gross profit margin given favorable project execution and a more profitable mix of work within this segment during 2020. Improved profitability was experienced within: (a) the commercial market sector, inclusive of several telecommunication construction projects, despite the decrease in revenues within such market sector, (b) the manufacturing market sector, and (c) the transportation market sector, due to the successful completion or close-out of certain projects. These gross profit gains were partially offset by a reduction in gross profit from short duration project activities, given the effects of the COVID-19 pandemic, which led to fewer short duration project opportunities. Operating income of this segment for the year ended December 31, 2020 additionally benefited from a reduction in selling, general and administrative expenses, including a curtailment in certain discretionary spending, such as travel and entertainment costs, and a decrease in employee benefit costs, resulting from a decline in medical claims.

Our United States mechanical construction and facilities services segment's operating income for the year ended December 31, 2020 was $292.5 million, a $67.5 million increase compared to operating income of $225.0 million for the year ended December 31, 2019. Companies acquired in 2019 contributed incremental operating income of $9.3 million, inclusive of $12.7 million of amortization expense associated with identifiable intangible assets for the year ended December 31, 2020. Excluding the impact of businesses acquired, annual operating income of this segment increased by approximately $58.2 million. Despite the disruption caused by the COVID-19 pandemic during 2020, our United States mechanical construction and facilities services segment experienced an increase in gross profit from construction projects within the majority of the market sectors in which we operate. Operating margins within this segment for the years ended December 31, 2020 and 2019 were 8.4% and 6.7%, respectively. The year-over-year increase in operating margin for this segment was attributable to an increase in gross profit margin, primarily within: (a) the manufacturing market sector, driven by certain large food processing construction projects, and (b) the commercial market sector, inclusive of a number of technology and semiconductor projects, which reached substantial completion during the year. The increases in gross profit and gross profit margin were partially offset by an increase in selling, general and administrative expenses, as well as the ratio of selling, general and administrative expenses to revenues, largely as a result of an increase in incentive compensation expense due to the improved year-over-year operating performance and an increase in amortization expense associated with identifiable intangible assets resulting from companies acquired in 2019.

Operating income of our United States building services segment was $114.2 million in 2020, compared to $115.4 million in 2019. Operating margin of this segment was 5.3% and 5.4% for 2020 and 2019, respectively. Companies acquired in 2020, which are included within this segment's mobile mechanical services division, contributed incremental operating income of $4.5 million, inclusive of $3.2 million of amortization expense associated with identifiable intangible assets. The decrease in segment operating income for the year ended December 31, 2020 was primarily due to a decrease in gross profit resulting from: (a) a reduction in large project activity within our energy services operations, and (b) when excluding the impact of acquired businesses, reduced project and controls activities within our mobile mechanical services operations, largely as a result of the temporary closure of certain customer facilities impacted by the COVID-19 pandemic. These gross profit reductions were partially offset by increased gross profit from service repair and maintenance activities within our mobile mechanical services operations, partially as a result of increased customer demand for certain services aimed at improving the indoor air quality within their facilities. Operating income of this segment additionally benefited from an overall decrease in selling, general and administrative expenses due to certain cost reduction measures enacted during 2020.

Our United States industrial services segment's operating income for the year ended December 31, 2020 was $1.2 million, or 0.1% of revenues, compared to $57.5 million, or 4.3% of revenues, for the year ended December 31, 2019. As previously referenced, this segment's results for the year ended December 31, 2020 were severely impacted by adverse macroeconomic factors impacting the oil and gas industry. As a result of such conditions, this segment experienced a reduction in gross profit from both our field services and shop services operations due to: (a) a decrease in demand for our service offerings, (b) the deferral, curtailment, or cancellation of previously scheduled projects with certain customers, and (c) an unfavorable mix of work, which included a greater number of projects with lower than typical gross profit margins. The aforementioned decrease in gross profit was partially offset by a reduction in selling, general and administrative expenses during the year, including: (a) incentive compensation and salaries, (b) employee benefit costs, and (c) certain discretionary spending, such as travel and entertainment costs. The decrease in operating margin for the year ended December 31, 2020 was attributable to a decrease in gross profit margin resulting from the above noted factors, as well as an increase in the ratio of selling, general and administrative expenses to revenues due to a decrease in revenue without a commensurate decrease in certain of this segment's fixed overhead costs.

Our United Kingdom building services segment's operating income for the year ended December 31, 2020 was $20.7 million, or 4.8% of revenues, which compares favorably to operating income of $18.3 million, or 4.3% of revenues, for the year ended December 31, 2019. The increase in annual operating income of this segment was primarily a result of incremental gross profit from new maintenance contract awards. Exchange rate movements for the British pound versus the United States dollar did not have a significant impact on this segment's operating income for the twelve months ended December 31, 2020. The year-over-year increase in this segment's operating margin was attributable to an increase in gross profit margin, primarily as a result of a more favorable mix of work, and a decrease in the ratio of selling, general and administrative expenses to revenues.

Our corporate administration expenses were $98.5 million for 2020 compared to $101.7 million in 2019. The decrease in corporate administration expenses for the year ended December 31, 2020 was primarily due to: (a) a decrease in long-term incentive compensation expense, (b) a decrease in salary expense as a result of: (i) certain short-term cost cutting measures, including temporary furloughs and salary reductions, and (ii) permanent headcount reductions resulting from the realignment of certain of our back office functions, (c) curtailment in certain discretionary spending, such as travel and entertainment costs, and (d) a reduction in professional fees.

Other items

Interest expense was $9.0 million and $13.8 million for 2020 and 2019, respectively. Interest income was $1.5 million and $2.3 million for 2020 and 2019, respectively. The decrease in both interest expense and interest income for 2020 resulted from lower interest rates. The decrease in interest expense was partially offset by the impact of higher average outstanding borrowings during 2020.

Our income tax provision for the year ended December 31, 2020 was $119.4 million based on an income tax rate of 47.3%, compared to an income tax provision and an income tax rate of $125.7 million and 27.9%, respectively, for the year ended December 31, 2019. Our income tax rate and income tax provision for 2020 were impacted by the tax-effect of the $232.8 million of non-cash goodwill, identifiable intangible asset, and other long-lived asset impairment charges recorded during 2020, the majority of which was non-deductible for tax purposes.

Liquidity and Capital Resources

The following section discusses our principal liquidity and capital resources, as well as our primary liquidity requirements and sources and uses of cash.

We are focused on the efficient conversion of operating income into cash to provide for the Company’s material cash requirements, including working capital needs, investment in our growth strategies through business acquisitions and capital expenditures, satisfaction of contractual commitments, including principal and interest payments on our outstanding indebtedness, and shareholder return through dividend payments and share repurchases. We strive to maintain a balanced approach to capital allocation in order to achieve growth, deliver value, and minimize risk.

Management monitors financial markets and overall economic conditions for factors that may affect our liquidity and capital resources and adjusts our capital allocation strategy as necessary. For example, the uncertainty brought on by the COVID-19 pandemic in 2020 resulted in the temporary suspension of acquisition and share repurchase activity, during portions of such year, while we focused on maintaining operational flexibility. Negative macroeconomic trends could have an adverse effect on future liquidity if we experience delays in the payment of outstanding receivables beyond normal payment terms, an increase in credit losses, or significant increases in the price of commodities or the materials and equipment utilized for our project and service work. In addition, during economic downturns, there have typically been fewer small discretionary projects from the private sector and our competitors have aggressively bid larger long-term infrastructure and public sector contracts. Our liquidity is also impacted by: (a) the type and length of construction contracts in place, as performance of long duration contracts typically requires greater amounts of working capital, (b) the level of turnaround activities within our United States industrial services segment, as such projects are billed in arrears pursuant to contractual terms that are standard within the industry, and (c) the billing terms of our maintenance contracts, including those within our United States and United Kingdom building services segments. While we strive to negotiate favorable billing terms, which allow us to invoice in advance of costs incurred on certain of our contracts, there can be no assurance that such terms will be agreed to by our customers.

As of December 31, 2021, we had cash and cash equivalents, excluding restricted cash, of $821.3 million, which are maintained in highly liquid investments with original maturity dates of three months or less. Both our short-term and long-term liquidity requirements are expected to be met through our cash and cash equivalent balances, cash generated from our operations, and, if necessary, the borrowing capacity under our revolving credit facility. Our credit agreement provides for a $1.30 billion revolving credit facility, for which there is $1.23 billion of available capacity as of December 31, 2021. Refer to Note 9 - Debt of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information regarding our credit agreement. Based upon our current credit rating and financial position, we can also reasonably expect to be able to secure long-term debt financing if required to achieve our strategic objectives; however, no assurances can be made that such debt financing will be available on favorable terms. We believe that we have sufficient financial resources available to meet our short-term and foreseeable long-term liquidity requirements.

Cash Flows

The following table presents our net cash provided by (used in) operating activities, investing activities, and financing activities (in thousands):

	2021	2020
Net cash provided by operating activities	$ 318,817	$ 806,366
Net cash used in investing activities	$ (153,076)	$ (94,863)
Net cash used in financing activities	$ (245,456)	$ (171,907)
(Decrease) increase in cash, cash equivalents, and restricted cash	$ (80,994)	$ 543,642

For the year ended December 31, 2021, our cash balance, including cash equivalents and restricted cash, decreased by approximately $81.0 million from $903.6 million as of December 31, 2020 to $822.6 million as of December 31, 2021. Changes in our cash position from December 31, 2020 to December 31, 2021 are described in further detail below. For a discussion of the changes in our cash position from December 31, 2019 to December 31, 2020, refer to the Liquidity and Capital Resources section included in Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations of our Form 10-K for the year ended December 31, 2020.

Operating Activities – Operating cash flows generally represent our net income as adjusted for certain non-cash items and changes in assets and liabilities. For 2021, net cash provided by operating activities was approximately $318.8 million compared to approximately $806.4 million of net cash provided by operating activities in 2020.

The $487.5 million decrease in operating cash flows during 2021, when compared to 2020, was primarily attributable to strong organic revenue growth in the current year, which resulted in an increase in working capital balances, most notably accounts receivable and contract assets. In addition, operating cash flow in 2020 benefited from the deferral of approximately

$117.5 million of certain non-income based taxes resulting from various government measures enacted in response to the COVID-19 pandemic, of which approximately $66 million was repaid in 2021.

Investing Activities – Investing cash flows consist primarily of payments for the acquisition of businesses, capital expenditures, and proceeds from the sale or disposal of property, plant, and equipment. For 2021, we utilized approximately $153.1 million of cash for investing activities compared to $94.9 million in 2020. The increase in investing cash flows year-over-year was primarily driven by a $67.9 million increase in payments for acquisitions, partially offset by a $11.8 million reduction in capital expenditures.

Financing Activities – Financing cash flows consist primarily of the issuance and repayment of short-term and long-term debt, repurchases of common stock, payment of dividends to stockholders, and the issuance of common stock through certain employee equity plans. Net cash used in financing activities for 2021 was $245.5 million compared to $171.9 million in 2020.

The increase in cash used in financing activities in 2021, when compared to 2020, was primarily due to an $83.0 million increase in funds used for the repurchase of our common stock. During the year ended December 31, 2021, cash payments related to share repurchases were $195.5 million compared to $112.6 million for the year ended December 31, 2020. The timing of repurchases is at management's discretion subject to securities laws and other legal requirements and will depend upon several factors, including market and business conditions, future liquidity, share price, and share availability, among others. The repurchase program has been and will be funded from our operations. For additional detail regarding our share repurchase program, refer to Note 12 - Common Stock of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data.

Throughout 2021, we paid a quarterly dividend of $0.13 per share compared to a quarterly dividend of $0.08 per share during 2020. For the years ended December 31, 2021 and 2020, cash payments related to dividends were $28.2 million and $17.7 million, respectively. Our credit agreement places limitations on the payment of dividends on our common stock. However, we do not believe that the terms of such agreement currently materially limit our ability to pay a quarterly dividend of $0.13 per share for the foreseeable future.

Material Cash Requirements from Contractual and Other Obligations

As of December 31, 2021, our short-term and long-term material cash requirements for known contractual and other obligations were as follows:

Outstanding Debt and Interest Payments – As of December 31, 2021, the amount outstanding under our term loan was $256.7 million. Based on our outstanding balance, we are required to make annual principal payments of $13.9 million on December 31 of each year until maturity. Any remaining unpaid principal is due on March 2, 2025, when the credit agreement governing our term loan expires. We have no direct borrowings outstanding under our revolving credit facility. In addition to annual principal payments, we are required to make quarterly interest payments on our outstanding indebtedness. Future interest payments will be determined based on prevailing interest rates during that time. Refer to Note 9 - Debt of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further detail of our debt obligations, including our term loan and revolving credit facility.

Operating and Finance Leases – In the normal course of business, we lease real estate, vehicles, and equipment under various arrangements which are classified as either operating or finance leases. Future payments for such leases, excluding leases with initial terms of one year or less, were $317.8 million at December 31, 2021, with $69.0 million payable within the next 12 months. Refer to Note 16 - Leases of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further detail surrounding our lease obligations and the timing of expected future payments.

Open Purchase Obligations – As of December 31, 2021, we had $1.73 billion of open purchase obligations, of which payments totaling approximately $1.50 billion are expected to become due within the next 12 months. These obligations represent open purchase orders to suppliers and subcontractors related to our construction and services contracts. These purchase orders are not reflected in the Consolidated Balance Sheets and are not expected to impact future liquidity as amounts should be recovered through customer billings.

Insurance Obligations – As described in further detail in Note 2 - Summary of Significant Accounting Policies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data, we have loss payment deductibles and/or self-insured retentions for certain insurance matters. As of December 31, 2021, our insurance liabilities, net of estimated recoveries, were $178.6 million. Of this net amount, approximately $35.2 million is estimated to be payable within the next 12 months. Due to many uncertainties inherent in resolving these matters, it is not practical to estimate these payments beyond such period.

Retirement Plan Obligations – As of December 31, 2021, expected future payments relating to our defined benefit post retirement plans were approximately $4.6 million per year. We provide funding to our post retirement plans based on at least the minimum funding required by applicable regulations. In determining the minimum funding required, we utilize current actuarial assumptions and exchange rates to forecast amounts that may be payable. In our judgment, minimum funding estimates cannot be reliably estimated beyond a five-year time horizon. Refer to Note 14 - Retirement Plans of the notes to consolidated financial statements in Item 8. Financial Statements and Supplementary Data for further information about our post retirement plans.

Deferred Payroll Taxes – The Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") allowed U.S. companies to defer the employer's portion of social security taxes between March 27, 2020 and December 31, 2020. Our first installment of these deferred social security taxes, totaling approximately $51 million, was paid in the fourth quarter of 2021 and our second installment of approximately $51 million is expected to be paid in the fourth quarter of 2022.

Contingent Consideration Liabilities – We have incurred liabilities related to contingent consideration arrangements associated with certain acquisitions, payable in the event discrete performance objectives are achieved by the acquired businesses during designated post-acquisition periods. The aggregate amount of these liabilities can change due to additional business acquisitions, settlement of outstanding liabilities, changes in the fair value of amounts owed based on performance during such post-acquisition periods, and accretion in present value. As of December 31, 2021, the present value of expected future payments relating to these contingent consideration arrangements was $11.8 million. Of this amount, $5.6 million is estimated as being payable during 2022, with the remainder due substantially during 2023.

In addition, material cash requirements for other potential obligations, for which we cannot reasonably estimate future payments, include the following:

Legal Proceedings – We are involved in several legal proceedings in which damages and claims have been asserted against us. While litigation is subject to many uncertainties and the outcome of litigation is not predictable with assurance, we do not believe that any such matters will have a material adverse effect on our financial position, results of operations, or liquidity. Refer to Note 15 - Commitments and Contingencies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for more information regarding legal proceedings.

Multiemployer Benefit Plans – In addition to our Company sponsored benefit plans, we participate in certain multiemployer pension and other post retirement plans. The cost of these plans is equal to the annual required contributions determined in accordance with the provisions of negotiated collective bargaining agreements. During 2021, 2020, and 2019, contributions made to these plans were $396.5 million, $360.2 million, and $369.0 million, respectively; however, our future contributions to the multiemployer plans are dependent upon a number of factors. Amounts of future contributions that we would be contractually obligated to make pursuant to these plans cannot be reasonably estimated. Refer to Note 14 - Retirement Plans of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for more information regarding these multiemployer benefit plans.

Off-Balance Sheet Arrangements and Other Commercial Commitments

The terms of our construction contracts frequently require that we obtain from surety companies, and provide to our customers, surety bonds as a condition to the award of such contracts. These surety bonds are issued in return for premiums, which vary depending on the size and type of the bond, and secure our payment and performance obligations under such contracts. We have agreed to indemnify the surety companies for amounts, if any, paid by them in respect of surety bonds issued on our behalf. As of December 31, 2021, based on the percentage-of-completion of our projects covered by surety bonds, our aggregate estimated exposure, assuming defaults on all our then existing contractual obligations, was approximately $1.5 billion, which represents approximately 26% of our total remaining performance obligations.

Surety bonds expire at various times ranging from final completion of a project to a period extending beyond contract completion in certain circumstances. Such amounts can also fluctuate from period to period based upon the mix and level of our bonded operating activity. For example, public sector contracts require surety bonds more frequently than private sector contracts and, accordingly, our bonding requirements typically increase as the amount of our public sector work increases. Our estimated maximum exposure as it relates to the value of the surety bonds outstanding is lowered on each bonded project as the cost to complete is reduced, and each commitment under a surety bond generally extinguishes concurrently with the expiration of its related contractual obligation.

Surety bonds are sometimes provided to secure obligations for wages and benefits payable to or for certain of our employees, at the request of labor unions representing such employees. In addition, surety bonds or letters of credit may be issued as collateral for certain insurance obligations. As of December 31, 2021, we satisfied approximately $48.1 million and $71.2 million of the collateral requirements of our insurance programs by utilizing surety bonds and letters of credit, respectively. All such letters of credit were issued under our revolving credit facility, therefore reducing the available capacity under such facility.

We are not aware of any losses in connection with surety bonds that have been posted on our behalf, and we do not expect to incur significant losses in the foreseeable future.

From time to time, we discuss with our current and other surety bond providers the amounts of surety bonds that may be available to us based on our financial strength and the absence of any default by us on any surety bond issued on our behalf and believe those amounts are currently adequate for our needs. However, if we experience changes in our bonding relationships or if there are adverse changes in the surety industry, we may: (a) seek to satisfy certain customer requests for surety bonds by posting other forms of collateral in lieu of surety bonds, such as letters of credit, parent company guarantees, or cash, in order to convince customers to forego the requirement for surety bonds, (b) increase our activities in our businesses that rarely require surety bonds, and/or (c) refrain from bidding for certain projects that require surety bonds.

There can be no assurance that we would be able to effectuate alternatives to providing surety bonds to our customers or to obtain, on favorable terms, sufficient additional work that does not require surety bonds. Accordingly, a reduction in the availability of surety bonds could have a material adverse effect on our financial position, results of operations, and/or cash flows.

In the ordinary course of business, we, at times, guarantee obligations of our subsidiaries under certain contracts. Generally, we are liable under such an arrangement only if our subsidiary fails to perform its obligations under the contract. Historically, we have not incurred any substantial liabilities as a consequence of these guarantees.

We do not have any other material financial guarantees or off-balance sheet arrangements other than those disclosed herein.

Other Items

To help mitigate the impacts of greenhouse gas emissions on climate change, EMCOR has established initial carbon-based fuel consumption and greenhouse gas emission reduction targets, and will continue to refine such targets as necessary. Although to date we have not incurred any material costs or capital expenditures associated with achieving our targets, we could be required to expend amounts in future periods as we continue to work towards our goals. During 2021, EMCOR purchased carbon credits totaling nearly 25,000 metric tonnes, for approximately $0.3 million. It is not possible, at this time, to estimate the impact that future costs and/or capital expenditures may have on our business, financial condition, results of operations, or liquidity.

New Accounting Pronouncements

We review new accounting standards to determine the expected impact, if any, that the adoption of such standards will have on our financial position and/or results of operations. See Note 2 - Summary of Significant Accounting Policies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information regarding new accounting standards, including the anticipated dates of adoption and the effects on our consolidated financial position, results of operations, or liquidity.

Critical Accounting Policies and Estimates

The preparation of our consolidated financial statements is based on the application of significant accounting policies, which require management to make estimates and assumptions. Our significant accounting policies are described further in Note 2 - Summary of Significant Accounting Policies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data. We base our estimates on historical experience, known or expected trends, third-party valuations, and various other assumptions that we believe to be reasonable under the circumstances. As future events and their effects cannot be determined with precision, actual results could differ significantly from these estimates. There have been no significant changes to our critical accounting policies or methods for the year ended December 31, 2021. We believe the following critical accounting policies govern the more significant judgments and estimates used in the preparation of our financial statements.

Revenue Recognition from Contracts with Customers

For our construction contracts, revenue is generally recognized over time as our performance creates or enhances an asset that the customer controls as it is created or enhanced. Our fixed price construction projects generally use a cost-to-cost input method to measure our progress towards complete satisfaction of the performance obligation as we believe it best depicts the transfer of control to the customer which occurs as we incur costs on our contracts. Under the cost-to-cost measure of progress, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the total estimated costs at completion of the performance obligation. For our unit price construction contracts, progress towards complete satisfaction is measured through an output method, such as the number of units produced or delivered, when our performance does not produce significant amounts of work in process or finished goods prior to complete satisfaction of such performance obligations.

For our services contracts, revenue is also generally recognized over time as the customer simultaneously receives and consumes the benefits of our performance as we perform the service. For our fixed price service contracts with specified service periods, revenue is generally recognized on a straight-line basis over such service period when our inputs are expended evenly, and the customer receives and consumes the benefits of our performance throughout the contract term.

The timing of revenue recognition for the manufacturing of new build heat exchangers within our United States industrial services segment depends on the payment terms of the contract, as our performance does not create an asset with an alternative use to us. For those contracts for which we have a right to payment for performance completed to date at all times throughout our performance, inclusive of a cancellation, we recognize revenue over time. For these performance obligations, we use a cost-to-cost input method to measure our progress towards complete satisfaction of the performance obligation as we believe it best depicts the transfer of control to the customer which occurs as we incur costs on our contracts. However, for those contracts for which we do not have a right, at all times, to payment for performance completed to date, we recognize revenue at the point in time when control is transferred to the customer. For bill-and-hold arrangements, revenue is recognized when the customer obtains control of the heat exchanger, which may be prior to shipping if certain recognition criteria are met.

For certain of our revenue streams, such as call-out repair and service work, outage services, refinery turnarounds, and specialty welding services that are performed under time and materials contracts, our progress towards complete satisfaction of such performance obligations is measured using an output method as the customer receives and consumes the benefits of our performance completed to date.

The nature of our contracts gives rise to several types of variable consideration, including pending change orders and claims; contract bonuses and incentive fees; and liquidated damages and penalties. We recognize revenue for such variable consideration when it is probable, in our judgment, that a significant future reversal in the amount of cumulative revenue recognized under the contract will not occur when the uncertainty associated with the variable consideration is subsequently resolved. The Company estimates the amount of variable consideration to be included in the transaction price utilizing one of two prescribed methods, depending on which method better predicts the amount of consideration to which the entity will be entitled.

Due to uncertainties inherent in the estimation process, as well as the significant judgment involved in determining variable consideration, it is possible that estimates of costs to complete a performance obligation, and/or our estimates of transaction prices, will be revised in the near-term. For those performance obligations for which revenue is recognized using a cost-to-cost input method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, or changes in the estimate of transaction prices, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made.

During each of the years ended December 31, 2021, 2020, and 2019, there were no changes in total estimated costs that had a significant impact on our operating results. Additionally, there were no significant amounts of revenue recognized during the years ended December 31, 2021 or 2019 related to performance obligations satisfied in prior periods. During the year ended December 31, 2020, we recognized revenue of $6.1 million associated with the final settlement of contract value for two projects within our United States electrical construction and facilities services segment that were completed or substantially completed in prior periods. For each of the years ended December 31, 2021, 2020, and 2019, there were no significant reversals of revenue recognized associated with the revision of transaction prices.

Due to the significant judgments utilized in the estimation process described above, if subsequent actual results and/or updated assumptions, estimates, or projections related to our underlying project positions were to change from those utilized at December 31, 2021, it could result in a material impact to our results of operations. For example, a 50 basis point increase or decrease in the estimated gross profit margin on our uncompleted construction projects, in the aggregate, as a result of a revision in estimated costs to complete a performance obligation or a revision in estimated transaction price, would have resulted in an increase or decrease to operating income of approximately $60 million for the year ended December 31, 2021.

See Note 3 - Revenue from Contracts with Customers of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further disclosure regarding revenue recognition.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable are recognized in the period we deliver goods or provide services to our customers or when our right to consideration is unconditional. The Company maintains an allowance for credit losses to reduce outstanding receivables to their net realizable value. A considerable amount of judgment is required when determining expected credit losses. Estimates of such losses are recorded when we believe a customer, or group of customers, may not be able to meet their financial obligations due to deterioration in financial condition or credit rating. Factors relevant to our assessment include our prior collection history with our customers, the related aging of past due balances, projections of credit losses based on historical trends in credit quality indicators or past events, and forecasts of future economic conditions. In addition to monitoring delinquent accounts, management reviews the credit quality of its receivables by, among other things, obtaining credit ratings of significant customers, assessing economic and market conditions, and evaluating material changes to a customer's business, cash flows, and financial condition.

At December 31, 2021 and 2020, our accounts receivable of $2,204.5 million and $1,922.1 million, respectively, were recorded net of allowances for credit losses of $23.5 million and $18.0 million, respectively. The increase in our allowance for credit losses was predominantly attributable to our evaluation of specific outstanding receivables within our United States industrial services segment. Allowances for credit losses are based on the best facts available and are reassessed and adjusted on a regular basis as additional information is received. The provision for credit losses during 2021, 2020, and 2019 amounted to approximately $8.0 million, $3.3 million, and $2.6 million, respectively.

Should anticipated collections fail to materialize, or if future economic conditions compare unfavorably to our forecasts, we could experience an increase in our allowances for credit losses. For example, if economic conditions were to significantly deteriorate, such as to those experienced during the last global financial crisis, the portion of our allowance for credit losses, which is estimated based on our historical credit loss experience, could increase by up to approximately $13.0 million.

Insurance Liabilities

We have loss payment deductibles for certain workers' compensation, automobile liability, general liability, and property claims, have self-insured retentions for certain other casualty claims, and are self-insured for employee-related healthcare claims. In addition, we maintain a wholly-owned captive insurance subsidiary to manage certain of our insurance liabilities. Losses are recorded based upon estimates of our liability for claims incurred and for claims incurred but not reported. The liabilities are derived from known facts, historical trends, and industry averages, utilizing the assistance of an independent third-party actuary to determine the best estimate for the majority of these obligations. We believe the liabilities recognized on the Consolidated Balance Sheets for these obligations are adequate. However, such obligations are difficult to assess and estimate due to numerous factors, including severity of injury, determination of liability in proportion to other parties, timely reporting of occurrences, and effectiveness of safety and risk management programs. Therefore, if our actual experience differs from the assumptions and estimates used for recording the liabilities, adjustments may be required and will be recorded in the period that the experience becomes known. Our estimated net insurance liabilities for workers' compensation, automobile liability, general liability, and property claims increased by $6.3 million for the year ended December 31, 2021 compared to the year ended December 31, 2020, partially as a result of greater potential exposures, including the impact of acquired companies. If our estimated insurance liabilities for workers' compensation, automobile liability, general liability, and property claims were to increase by 10%, it would have resulted in $17.9 million of additional expense for the year ended December 31, 2021.

Income Taxes

As of December 31, 2021 and 2020, we had net deferred income tax liabilities of $51.0 million and $29.4 million, respectively, primarily resulting from differences between the carrying value and income tax bases of certain identifiable intangible assets, goodwill, and depreciable fixed assets. Included within these net deferred income tax liabilities are $212.3 million and $217.1 million of deferred income tax assets as of December 31, 2021 and 2020, respectively. The total valuation allowance on deferred income tax assets was approximately $2.5 million and $3.9 million as of December 31, 2021 and 2020, respectively. The ultimate realization of deferred income tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Based on our taxable income, which has generally exceeded the amount of our net deferred income tax asset balance, as well as current projections of future taxable income, we have determined that it is more likely than not that our net deferred income tax assets will be realized. However, revisions to our forecasts or declining macroeconomic conditions could result in changes to our assessment of the realization of these deferred income tax assets. Refer to Note 11 - Income Taxes of the notes to consolidated financial statements in Item 8. Financial Statements and Supplementary Data for further detail regarding our deferred income taxes.

Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets

Goodwill

As of December 31, 2021 and 2020, we had goodwill of $890.3 million and $851.8 million, respectively, arising out of the acquisition of businesses. Goodwill is not amortized but instead allocated to its respective reporting unit and evaluated for impairment annually, or more frequently if events or circumstances indicate that the carrying amount of goodwill may be impaired. We have determined that our reporting units are consistent with the reportable segments identified in Note 18 - Segment Information of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data. As of December 31, 2021, approximately 17.9% of our goodwill related to our United States electrical construction and facilities services segment, approximately 34.2% related to our United States mechanical construction and facilities services segment, approximately 35.1% related to our United States building services segment, and approximately 12.8% related to our United States industrial services segment.

We performed our annual impairment assessment of all reporting units as of October 1, 2021 and determined there was no impairment of goodwill. Based on these impairment assessments, the fair values of our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment, our United States building services segment, and our United States industrial services segment exceeded their carrying values by approximately $1,516.1 million, $2,772.7 million, $784.2 million, and $40.6 million, respectively.

In completing our annual impairment assessment, we determined the fair value of each of our reporting units using an income approach whereby fair value was calculated utilizing discounted estimated future cash flows, assuming a risk-adjusted industry weighted average cost of capital. The weighted average cost of capital used in our annual impairment testing was 10.4% for our United States construction segments and our United States building services segment, and 11.3% for our United States industrial services segment. These weighted average cost of capital estimates were developed with the assistance of an independent third-party valuation specialist and reflect the overall level of inherent risk within the respective reporting unit and the rate of return a market participant would expect to earn.

Our cash flow projections were derived from our most recent internal forecasts of anticipated revenue growth rates and operating margins, with cash flows beyond the discrete forecast period estimated using a terminal value calculation which incorporated historical and forecasted trends, an estimate of long-term growth rates, and assumptions about the future demand for our services. The perpetual growth rate used for our annual testing was 2.0% for all of our reporting units.

Due to the inherent uncertainties involved in making estimates, our assumptions may change in future periods. Estimates and assumptions made for purposes of our goodwill impairment testing may prove to be inaccurate predictions of the future, and other factors used in assessing fair value, such as the weighted average cost of capital, are outside the control of management. Unfavorable changes in certain of these key assumptions may affect future testing results. For example, keeping all other assumptions constant, a 50 basis point increase in the weighted average cost of capital would cause the estimated fair values of our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment, our United States building services segment, and our United States industrial services segment to decrease by approximately $103.6 million, $185.5 million, $74.5 million, and $25.9 million, respectively. In addition, keeping all other assumptions constant, a 50 basis point reduction in the perpetual growth rate would cause the estimated fair values of our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment, our United States building services segment, and our United States industrial services segment to decrease by approximately $52.4 million, $95.9 million, $35.8 million, and $9.5 million, respectively. Given the amounts by which the fair value exceeds the carrying value for each of our reporting units, the decreases in estimated fair values described above would not have significantly impacted the results of our impairment tests. Further, for each of our reporting units, other than our United States industrial services segment, a 10% decline in the estimated fair value of such reporting unit, due to other changes in our assumptions, including forecasted future cash flows, would not have significantly impacted the results of our impairment tests. In the case of our United States industrial services segment, however, such a 10% decrease would cause the estimated fair value of this reporting unit to approximate its carrying value.

Identifiable Intangible Assets and Other Long-Lived Assets

As of December 31, 2021 and 2020, net identifiable intangible assets (primarily consisting of our customer relationships, subsidiary trade names, developed technology/vendor network, and contract backlog) arising out of the acquisition of businesses were $589.4 million and $582.9 million, respectively. The determination of related estimated useful lives for identifiable intangible assets and whether those assets are impaired involves significant judgments based upon short- and long-term projections of future performance. These forecasts reflect assumptions regarding anticipated macroeconomic conditions as well as our ability to successfully integrate acquired businesses.

Absent earlier indicators of impairment, we test for impairment of subsidiary trade names that are not subject to amortization on an annual basis (October 1). In addition, we review for impairment of identifiable intangible assets that are being amortized as well as other long-lived assets whenever facts and circumstances indicate that their carrying values may not be fully recoverable.

As of October 1, 2021, we performed our annual impairment testing of all subsidiary trade names that are not subject to amortization and determined that there was no impairment of these assets. In performing this impairment assessment, we considered the sensitivity of the reported amounts to the methods, assumptions, and estimates underlying our testing. For example, we performed sensitivity analyses and concluded that, individually, none of the following changes in estimates or assumptions would have significantly impacted the results of our testing or resulted in an impairment of our subsidiary trade names: (a) a 50 basis point increase in the discount rate utilized in our testing, (b) a 50 basis point decline in the perpetual growth rate utilized in our testing, or (c) a 10% decrease in the estimated fair value of each trade name.

With respect to identifiable intangible assets that are being amortized as well as other long-lived assets, we did not identify any circumstances indicating that their carrying values may not be fully recoverable and, therefore, no impairment testing was required for these assets during the year ended December 31, 2021.

Other Considerations

As referenced above, impairment testing is based upon assumptions and estimates determined by management from a review of our operating results and business plans as well as forecasts of anticipated growth rates and margins, among other considerations. In addition, estimates of weighted average costs of capital are developed with the assistance of an independent third-party valuation specialist. These assumptions and estimates may change in future periods, especially in consideration of the uncertainty created by the COVID-19 pandemic and its potential impact on the broader economy and our results of operations in future periods, particularly with respect to our United States industrial services segment. Significant adverse changes to external market conditions or our internal forecasts, if any, could result in future impairment charges. It is not possible at this time to determine if any future impairment charge will result or, if it does, whether such a charge would be material to our results of operations.

Refer to Note 8 - Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information about our goodwill and identifiable intangible assets as well as our impairment testing, including the $232.8 million of impairment charges recorded during the year ended December 31, 2020. For the year ended December 31, 2019, no impairment of our goodwill or identifiable intangible assets was recognized.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We have not used any derivative financial instruments during the years ended December 31, 2021 and 2020, including trading or speculating on changes in interest rates or commodity prices of materials used in our business.

We are exposed to market risk for changes in interest rates for borrowings under the 2020 Credit Agreement, which provides for a revolving credit facility and a term loan. Borrowings under the 2020 Credit Agreement bear interest at variable rates. For further information on our outstanding debt and borrowing rates, refer to Note 9 - Debt of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data. As of December 31, 2021, there were no direct borrowings outstanding under the 2020 Revolving Credit Facility; however, the balance of the 2020 Term Loan was $256.7 million. Based on the $256.7 million borrowings outstanding under the 2020 Credit Agreement, if overall interest rates were to increase by 100 basis points, interest expense, net of income taxes, would increase by approximately $1.9 million in the next twelve months. Conversely, if overall interest rates were to decrease by 100 basis points, interest expense, net of income taxes, would decrease by approximately $1.9 million in the next twelve months. The 2020 Credit Agreement expires on March 2, 2025.

At the end of 2021, one-week and two-month LIBOR were discontinued. It is expected that the remaining maturities of LIBOR will continue to be published through June 2023. We believe our exposure to market risk associated with the discontinuation of LIBOR is limited as: (a) our 2020 Credit Agreement contains provisions which allow for the use of alternate benchmark rates, (b) we have not historically utilized the maturities that were discontinued in 2021 for any transaction, including borrowings under our 2020 Credit Agreement, and (c) we are not exposed to any other material contracts that reference LIBOR.

We are exposed to construction market risk and its potential related impact on accounts receivable or contract assets on uncompleted contracts. The amounts recorded may be at risk if our customers' ability to pay these obligations is negatively impacted by economic conditions. We continually monitor the creditworthiness of our customers and maintain on-going discussions with customers regarding contract status with respect to change orders and billing terms. Therefore, we believe we take appropriate action to manage market and other risks, but there is no assurance that we will be able to reasonably identify all risks with respect to the collectability of these assets. See also the previous discussion of Accounts Receivable and Allowance for Credit Losses under the heading "Critical Accounting Policies and Estimates" in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Amounts invested in our foreign operations are translated into U.S. dollars at the exchange rates in effect at year end. The resulting translation adjustments are recorded as accumulated other comprehensive (loss) income, a component of equity, in the Consolidated Balance Sheets. We believe our exposure to the effects that fluctuating foreign currencies may have on our consolidated results of operations is limited because our foreign operations primarily invoice customers and collect obligations in their respective local currencies. Additionally, expenses associated with these transactions are generally contracted and paid for in their same local currencies.

In addition, we are exposed to market risk of fluctuations in certain commodity prices of materials, such as copper and steel, which are used as components of supplies or materials utilized in our construction, building services, and industrial services operations. We are also exposed to increases in energy prices, particularly as they relate to gasoline prices for our fleet of approximately 12,000 vehicles. While we believe we can increase our contract prices to adjust for some price increases in commodities, there can be no assurance that such price increases, if they were to occur, would be recoverable. Additionally, our fixed price contracts generally do not allow us to adjust our prices and, as a result, increases in material costs could reduce our profitability with respect to projects in progress. Refer to Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations for further discussion regarding the impact of fluctuations in commodity and material prices on our results of operations for the year ended December 31, 2021.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED BALANCE SHEETS

(In thousands, except share and per share data)

	December 31, 2021	December 31, 2020
ASSETS		
Current assets:		
Cash and cash equivalents	$ 821,345	$ 902,867
Accounts receivable, less allowance for credit losses of $23,534 and $18,031, respectively	2,204,519	1,922,096
Contract assets	230,143	171,956
Inventories	54,098	53,338
Prepaid expenses and other	80,889	70,679
Total current assets	3,390,994	3,120,936
Property, plant and equipment, net	152,066	158,427
Operating lease right-of-use assets	260,778	242,155
Goodwill	890,268	851,783
Identifiable intangible assets, net	589,365	582,893
Other assets	157,975	107,646
Total assets	$ 5,441,446	$ 5,063,840
LIABILITIES AND EQUITY		
Current liabilities:		
Current maturities of long-term debt and finance lease liabilities	$ 16,235	$ 16,910
Accounts payable	734,275	671,886
Contract liabilities	788,134	722,252
Accrued payroll and benefits	490,867	450,955
Other accrued expenses and liabilities	274,406	247,597
Operating lease liabilities, current	57,814	53,632
Total current liabilities	2,361,731	2,163,232
Long-term debt and finance lease liabilities	245,450	259,619
Operating lease liabilities, long-term	220,836	205,362
Other long-term obligations	360,340	382,383
Total liabilities	3,188,357	3,010,596
Equity:		
EMCOR Group, Inc. stockholders' equity:		
Preferred stock, $0.10 par value, 1,000,000 shares authorized, zero issued and outstanding	—	—
Common stock, $0.01 par value, 200,000,000 shares authorized, 60,737,006 and 60,571,140 shares issued, respectively	607	606
Capital surplus	61,874	47,464
Accumulated other comprehensive loss	(83,562)	(109,233)
Retained earnings	2,835,504	2,480,321
Treasury stock, at cost 7,437,268 and 5,815,240 shares, respectively	(562,036)	(366,490)
Total EMCOR Group, Inc. stockholders' equity	2,252,387	2,052,668
Noncontrolling interests	702	576
Total equity	2,253,089	2,053,244
Total liabilities and equity	$ 5,441,446	$ 5,063,840

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF OPERATIONS
For The Years Ended December 31,
(In thousands, except per share data)

	2021	2020	2019
Revenues	$ 9,903,580	$ 8,797,061	$ 9,174,611
Cost of sales	8,401,843	7,401,679	7,818,743
Gross profit	1,501,737	1,395,382	1,355,868
Selling, general and administrative expenses	970,937	903,584	893,453
Restructuring expenses	—	2,214	1,523
Impairment loss on goodwill, identifiable intangible assets, and other long-lived assets	—	232,750	—
Operating income	530,800	256,834	460,892
Net periodic pension (cost) income	3,625	2,980	1,553
Interest expense	(6,071)	(9,009)	(13,821)
Interest income	949	1,521	2,265
Income before income taxes	529,303	252,326	450,889
Income tax provision	145,602	119,383	125,749
Net income including noncontrolling interests	383,701	132,943	325,140
Net income attributable to noncontrolling interests	169	—	—
Net income attributable to EMCOR Group, Inc.	$ 383,532	$ 132,943	$ 325,140
Basic earnings per common share	$ 7.09	$ 2.41	$ 5.78
Diluted earnings per common share	$ 7.06	$ 2.40	$ 5.75
Dividends declared per common share	$ 0.52	$ 0.32	$ 0.32

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
For The Years Ended December 31,
(In thousands)

	2021	2020	2019
Net income including noncontrolling interests	$ 383,701	$ 132,943	$ 325,140
Other comprehensive income (loss), net of tax:			
Foreign currency translation adjustments	(360)	2,088	1,689
Changes in post retirement plans [(1)]	26,031	(22,033)	(3,315)
Other comprehensive income (loss)	25,671	(19,945)	(1,626)
Comprehensive income	409,372	112,998	323,514
Comprehensive income attributable to noncontrolling interests	169	—	—
Comprehensive income attributable to EMCOR Group, Inc.	$ 409,203	$ 112,998	$ 323,514

(1) Net of tax (provision) benefit of $(8.7) million, $5.1 million, and $0.7 million for the years ended December 31, 2021, 2020, and 2019, respectively.

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF CASH FLOWS
For The Years Ended December 31,
(In thousands)

	2021	2020	2019
Cash flows - operating activities:			
Net income including noncontrolling interests	$ 383,701	$ 132,943	$ 325,140
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	48,347	46,721	43,945
Amortization of identifiable intangible assets	64,089	59,950	48,142
Provision for credit losses	8,041	3,269	2,628
Deferred income taxes	9,517	(36,354)	1,701
Gain on sale or disposal of property, plant and equipment	(782)	(122)	(3,981)
Excess tax benefits from share-based compensation	(828)	(191)	(984)
Equity loss (income) from unconsolidated entities	1,170	(14)	2,990
Non-cash expense for amortization of debt issuance costs	960	998	1,186
Non-cash expense from contingent consideration arrangements	1,810	649	1,373
Non-cash expense for impairment of goodwill, identifiable intangible assets, and other long- lived assets	—	232,750	—
Non-cash share-based compensation expense	11,107	11,151	11,386
Distributions from unconsolidated entities	44	—	1,074
Changes in operating assets and liabilities, excluding the effect of businesses acquired:			
(Increase) decrease in accounts receivable	(246,856)	139,377	(135,954)
(Increase) decrease in inventories	(116)	(12,709)	4,345
(Increase) decrease in contract assets	(50,648)	7,829	(10,111)
Increase (decrease) in accounts payable	54,849	(9,022)	(33,971)
Increase in contract liabilities	44,713	85,142	51,310
Increase in accrued payroll and benefits and other accrued expenses and liabilities	46,573	113,835	49,551
Changes in other assets and liabilities, net	(56,874)	30,164	(4,070)
Net cash provided by operating activities	318,817	806,366	355,700
Cash flows - investing activities:			
Payments for acquisitions of businesses, net of cash acquired	(118,239)	(50,357)	(300,980)
Proceeds from sale or disposal of property, plant and equipment	2,754	3,463	5,487
Purchases of property, plant and equipment	(36,192)	(47,969)	(48,432)
Investments in and advances to unconsolidated entities	(1,595)	—	(2,252)
Distributions from unconsolidated entities	196	—	838
Net cash used in investing activities	(153,076)	(94,863)	(345,339)
Cash flows - financing activities:			
Proceeds from revolving credit facility	—	200,000	50,000
Repayments of revolving credit facility	—	(250,000)	(25,000)
Proceeds from long-term debt	—	300,000	—
Repayments of long-term debt and debt issuance costs	(13,875)	(286,987)	(15,198)
Repayments of finance lease liabilities	(4,189)	(4,470)	(4,571)
Dividends paid to stockholders	(28,163)	(17,674)	(17,950)
Repurchases of common stock	(195,546)	(112,553)	—
Taxes paid related to net share settlements of equity awards	(4,210)	(2,640)	(6,451)
Issuances of common stock under employee stock purchase plan	7,328	6,557	6,090
Payments for contingent consideration arrangements	(6,758)	(4,070)	(5,917)
Distributions to noncontrolling interests	(43)	(70)	(250)
Net cash used in financing activities	(245,456)	(171,907)	(19,247)
Effect of exchange rate changes on cash, cash equivalents, and restricted cash	(1,279)	4,046	2,592
(Decrease) increase in cash, cash equivalents, and restricted cash	(80,994)	543,642	(6,294)
Cash, cash equivalents, and restricted cash at beginning of year (1)	903,562	359,920	366,214
Cash, cash equivalents, and restricted cash at end of period (1)	$ 822,568	$ 903,562	$ 359,920

(1) Includes $1.2 million, $0.7 million, $1.1 million, and $2.3 million of restricted cash classified as “Prepaid expenses and other” in the Consolidated Balance Sheets as of December 31, 2021, 2020, 2019, and 2018, respectively.

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF EQUITY
For The Years Ended December 31,
(In thousands)

		EMCOR Group, Inc. Stockholders					
	Total	Common stock	Capital surplus	Accumulated other comprehensive loss [1]	Retained earnings	Treasury stock	Noncontrolling interests
Balance, December 31, 2018	$ 1,741,441	$ 601	$ 21,103	$ (87,662)	$ 2,060,440	$ (253,937)	$ 896
Net income including noncontrolling interests	325,140	—	—	—	325,140	—	—
Other comprehensive loss	(1,626)	—	—	(1,626)	—	—	—
Common stock issued under share-based compensation plans	—	3	(3)	—	—	—	—
Tax withholding for common stock issued under share-based compensation plans	(6,451)	—	(6,451)	—	—	—	—
Common stock issued under employee stock purchase plan	6,090	—	6,090	—	—	—	—
Common stock dividends	(17,950)	—	149	—	(18,099)	—	—
Distributions to noncontrolling interests	(250)	—	—	—	—	—	(250)
Share-based compensation expense	11,386	—	11,386	—	—	—	—
Balance, December 31, 2019	$ 2,057,780	$ 604	$ 32,274	$ (89,288)	$ 2,367,481	$ (253,937)	$ 646
Net income including noncontrolling interests	132,943	—	—	—	132,943	—	—
Other comprehensive loss	(19,945)	—	—	(19,945)	—	—	—
Cumulative-effect adjustment [2]	(2,307)	—	—	—	(2,307)	—	—
Common stock issued under share-based compensation plans	2	2	—	—	—	—	—
Tax withholding for common stock issued under share-based compensation plans	(2,640)	—	(2,640)	—	—	—	—
Common stock issued under employee stock purchase plan	6,557	—	6,557	—	—	—	—
Common stock dividends	(17,674)	—	122	—	(17,796)	—	—
Repurchases of common stock	(112,553)	—	—	—	—	(112,553)	—
Distributions to noncontrolling interests	(70)	—	—	—	—	—	(70)
Share-based compensation expense	11,151	—	11,151	—	—	—	—
Balance, December 31, 2020	$ 2,053,244	$ 606	$ 47,464	$ (109,233)	$ 2,480,321	$ (366,490)	$ 576
Net income including noncontrolling interests	383,701	—	—	—	383,532	—	169
Other comprehensive income	25,671	—	—	25,671	—	—	—
Common stock issued under share-based compensation plans	—	1	(1)	—	—	—	—
Tax withholding for common stock issued under share-based compensation plans	(4,210)	—	(4,210)	—	—	—	—
Common stock issued under employee stock purchase plan	7,328	—	7,328	—	—	—	—
Common stock dividends	(28,163)	—	186	—	(28,349)	—	—
Repurchases of common stock	(195,546)	—	—	—	—	(195,546)	—
Distributions to noncontrolling interests	(43)	—	—	—	—	—	(43)
Share-based compensation expense	11,107	—	11,107	—	—	—	—
Balance, December 31, 2021	$ 2,253,089	$ 607	$ 61,874	$ (83,562)	$ 2,835,504	$ (562,036)	$ 702

(1) Represents cumulative foreign currency translation and post retirement liability adjustments of \$2.5 million and \$(86.1) million, respectively, as of December 31, 2021, \$2.9 million and \$(112.1) million, respectively, as of December 31, 2020, and \$0.8 million and \$(90.1) million, respectively, as of December 31, 2019.

(2) Represents adjustment to retained earnings upon the adoption of Accounting Standards Codification Topic 326.

The accompanying notes to consolidated financial statements are an integral part of these statements.

NOTE 1 - NATURE OF OPERATIONS

References to the “Company,” “EMCOR,” “we,” “us,” “our” and similar words refer to EMCOR Group, Inc. and its consolidated subsidiaries unless the context indicates otherwise.

We are one of the largest specialty contractors in the United States and a leading provider of electrical and mechanical construction and facilities services, building services, and industrial services. Our services are provided to a broad range of commercial, industrial, utility, and institutional customers through approximately 90 operating subsidiaries, which specialize principally in providing construction services relating to electrical and mechanical systems in all types of facilities and in providing various services relating to the operation, maintenance, and management of those facilities.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its majority-owned subsidiaries and joint ventures. Significant intercompany accounts and transactions have been eliminated. All investments over which we exercise significant influence, but do not control (a 20% to 50% ownership interest), are accounted for using the equity method of accounting. For joint ventures that have been accounted for using the consolidation method of accounting, noncontrolling interests represent the allocation of earnings to our joint venture partners who either have a minority-ownership interest in the joint venture or are not at risk for the majority of losses of the joint venture.

The results of operations of companies acquired have been included in the results of operations from the date of the respective acquisition.

Principles of Preparation

The preparation of the consolidated financial statements, in conformity with accounting principles generally accepted in the United States, requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could materially differ from those estimates.

Our reportable segments and related disclosures reflect certain reclassifications of prior year amounts from our United States electrical construction and facilities services segment to our United States industrial services and our United States building services segments due to changes in our internal reporting structure aimed at realigning our service offerings.

Revenue Recognition

Revenue is recognized when promised goods or services are transferred to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. Refer to Note 3 - Revenue from Contracts with Customers of the notes to consolidated financial statements for additional information.

Cash and Cash Equivalents

For purposes of the consolidated financial statements, we consider all highly liquid instruments with original maturities of three months or less to be cash equivalents. We maintain a centralized cash management system whereby our excess cash balances are invested in high quality short-term money market instruments, which are considered cash equivalents. We have cash balances in certain of our domestic bank accounts that exceed federally insured limits.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable are recognized in the period we deliver goods and services to our customers or when our right to consideration is unconditional. The Company maintains an allowance for credit losses to reduce outstanding receivables to their net realizable value. A considerable amount of judgment is required when determining expected credit losses. Estimates of such losses are recorded when we believe a customer, or group of customers, may not be able to meet their financial obligations due to deterioration in financial condition or credit rating. Factors relevant to our assessment include our prior collection history with our customers, the related aging of past due balances, projections of credit losses based on historical trends in credit quality indicators or past events, and forecasts of future economic conditions. In addition to monitoring delinquent accounts, management reviews the credit quality of its receivables by, among other things, obtaining credit ratings of significant customers, assessing economic and market conditions, and evaluating material changes to a customer’s business, cash flows, and financial condition.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

At December 31, 2021 and 2020, our accounts receivable of $2,204.5 million and $1,922.1 million, respectively, were recorded net of allowances for credit losses of $23.5 million and $18.0 million, respectively. The increase in our allowance for credit losses was predominantly attributable to our evaluation of specific outstanding receivables within our United States industrial services segment. Allowances for credit losses are based on the best facts available and are reassessed and adjusted on a regular basis as additional information is received. Should anticipated collections fail to materialize, or if future economic conditions compare unfavorably to our forecasts, we could experience an increase in our credit losses. The provision for credit losses during 2021, 2020, and 2019 amounted to approximately $8.0 million, $3.3 million, and $2.6 million, respectively.

The change in the allowance for credit losses for the year ended December 31, 2021 was as follows (in thousands):

Balance at December 31, 2020	$	18,031
Provision for credit losses		8,041
Amounts written off against the allowance, net of recoveries		(2,538)
Balance at December 31, 2021	$	23,534

Inventories

Inventories are stated at the lower of cost or net realizable value. Cost is determined principally using the average cost method.

Leases

At the inception of a contract, we determine whether the arrangement is or contains a lease. Leases are classified as either operating or finance, based on our evaluation of certain criteria. With the exception of short-term leases (leases with an initial term of 12 months or less), we record right-of-use assets and corresponding lease liabilities on the Consolidated Balance Sheets for all leases with contractual fixed payments. Lease liabilities are measured at the present value of remaining lease payments, while right-of-use assets are initially set equal to the lease liability, as adjusted for any payments made prior to lease commencement, lease incentives, and any initial direct costs incurred by us. For operating leases, rent expense is recognized on a straight-line basis over the term of the lease, and right-of-use assets are subsequently re-measured to reflect the effect of uneven lease payments. For finance leases, right-of-use assets are amortized on a straight-line basis over the lease term. Expenses for finance leases include the amortization of right-of-use assets, which is recorded as depreciation and amortization expense, and interest expense, which reflects interest accrued on the lease liability.

Short-term leases are not recorded on the Consolidated Balance Sheets but are expensed on a straight-line basis over the lease term. The majority of the Company's short-term leases relate to equipment used on construction projects. Such equipment leases are considered short-term in nature unless it is reasonably certain that the equipment will be leased for a period greater than 12 months.

Refer to Note 16 - Leases of the notes to consolidated financial statements for additional information.

Property, Plant and Equipment

Property, plant and equipment is stated at cost. Depreciation, including amortization of assets under finance leases, is recorded principally using the straight-line method over estimated useful lives of 3 to 10 years for machinery and equipment, 3 to 7 years for vehicles, furniture and fixtures and computer hardware/software, and 25 years for buildings. Leasehold improvements are amortized over the shorter of the remaining lease term or the expected useful life of the improvement.

The carrying values of property, plant and equipment are reviewed for impairment whenever facts and circumstances indicate that the carrying amount may not be fully recoverable. In performing this review for recoverability, property, plant and equipment is assessed for possible impairment by comparing their carrying values to their undiscounted net pre-tax cash flows expected to result from the use of the asset. Impaired assets are written down to their fair values, generally determined based on their estimated future discounted cash flows.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets

Goodwill and indefinite-lived intangible assets, such as trade names, are evaluated at least annually for impairment (each October 1, absent any earlier identified impairment indicators) and are written down if impaired. Identifiable intangible assets with finite lives are amortized over their useful lives and are reviewed for impairment whenever facts and circumstances indicate that their carrying values may not be fully recoverable. See Note 8 - Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets of the notes to consolidated financial statements for additional information.

Insurance Liabilities

We have loss payment deductibles for certain workers' compensation, automobile liability, general liability, and property claims, have self-insured retentions for certain other casualty claims, and are self-insured for employee-related healthcare claims. In addition, we maintain a wholly-owned captive insurance subsidiary to manage certain of our insurance liabilities. Losses are recorded based upon estimates of our liability for claims incurred and for claims incurred but not reported. The liabilities are derived from known facts, historical trends, and industry averages, utilizing the assistance of an independent third-party actuary to determine the best estimate for the majority of these obligations. As of December 31, 2021 and 2020, the estimated current portion of such undiscounted insurance liabilities, included in "Other accrued expenses and liabilities" in the accompanying Consolidated Balance Sheets, were $61.5 million and $48.2 million, respectively. The estimated non-current portion of such undiscounted insurance liabilities included in "Other long-term obligations" as of December 31, 2021 and 2020 were $242.4 million and $192.8 million, respectively. The current portion of anticipated insurance recoveries of $26.4 million and $14.4 million as of December 31, 2021 and 2020, respectively, were included in "Prepaid expenses and other" and the non-current portion of anticipated insurance recoveries of $99.0 million and $54.3 million as of December 31, 2021 and 2020, respectively, were included in "Other assets" in the accompanying Consolidated Balance Sheets. These balances increased from December 31, 2020 as a result of revised estimates for claims on which we expect substantial coverage by insurance.

Foreign Operations

The financial statements and transactions of our foreign subsidiaries are maintained in their functional currency and translated into U.S. dollars when preparing our consolidated financial statements. Statements of operations, comprehensive income, and cash flows are translated using weighted average monthly exchange rates, while balance sheets are translated at month-end exchange rates. Translation adjustments are recorded as "Accumulated other comprehensive loss," a separate component of "Equity."

Income Taxes

The Company follows the liability method of accounting for income taxes. Under this method, deferred income tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial statement and income tax bases of assets and liabilities as well as for net operating loss and tax credit carryforwards. Deferred income taxes are valued using enacted tax rates expected to be in effect when income taxes are paid or recovered, with the effect of a change in tax laws or rates recognized in the statement of operations in the periods in which such change is enacted. The ultimate realization of deferred income tax assets is dependent upon the generation of future taxable income during the period in which those temporary differences become deductible. Deferred income taxes are recorded net of a valuation allowance when it is more likely than not that all or a portion of a deferred tax asset will not be realized. In making such determination, we consider all available evidence, including projections of future taxable income, tax-planning strategies, and recent results of operations.

Tax benefits associated with uncertain tax positions are recognized only if it is more likely than not that the tax position would be sustained on its technical merits. For positions not meeting the "more likely than not" test, no tax benefit is recognized. To the extent interest and penalties may be assessed related to unrecognized tax benefits, we record accruals for such amounts as a component of the income tax provision. We had no unrecognized income tax benefits as of December 31, 2021 and 2020.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Valuation of Share-Based Compensation Plans

Our share-based compensation plans and programs are administered by our Board of Directors or its Compensation and Personnel Committee. See Note 13 - Share-Based Compensation Plans of the notes to consolidated financial statements for additional information regarding these share-based compensation plans and programs.

We recognize all share-based payments issued to acquire goods or services in the statement of operations based on the fair value of such payments. Compensation expense related to share-based awards is generally recognized on a straight-line basis over the requisite service period, which is generally the vesting period. The benefits of tax deductions in excess of recognized compensation expense are recognized in the Consolidated Statements of Operations when the underlying awards vest or are settled.

New Accounting Pronouncements

On January 1, 2021, we adopted the accounting pronouncement issued by the Financial Accounting Standards Board ("FASB") that simplifies the accounting for income taxes by eliminating certain exceptions to the guidance in Accounting Standards Codification ("ASC") 740 related to intraperiod tax allocations and the methodology for calculating income taxes in an interim period. The guidance also simplifies aspects of the accounting for franchise taxes as well as enacted changes in tax laws or rates and clarifies the accounting for transactions that result in a step-up in the tax basis of goodwill. The adoption of this accounting pronouncement did not have a material impact on our financial position and/or results of operations.

The Company is currently evaluating the impact of an accounting standards update issued by the FASB, which provides temporary optional expedients and exceptions to existing U.S. GAAP. This guidance is aimed at easing the financial reporting burdens related to reference rate reform, including the expected market transition from LIBOR, or other interbank offered rates, to alternative reference rates. Such accounting pronouncement allows entities to account for and present certain contract modifications, which occur before December 31, 2022 and result from the transition to an alternative reference rate, as an event that does not require remeasurement at the modification date or reassessment of a previous accounting determination. While we are still evaluating the impact of this pronouncement, we do not anticipate that it will have a material impact on our financial position and/or results of operations, as we are not exposed to any contracts that reference LIBOR, other than our credit agreement dated as of March 2, 2020, which contains provisions that allow for the amendment of such agreement to use alternative reference rates in the event of the discontinuation of LIBOR.

In October 2021, an accounting pronouncement was issued by the FASB, which changes how an entity accounts for revenue contracts it acquires in a business combination. The pronouncement requires entities to apply the revenue recognition guidance within ASC 606 to recognize and measure contract assets and liabilities from contracts with customers in a business combination, creating an exception to the fair value recognition and measurement principle typically utilized when valuing acquired assets. The guidance is aimed at improving comparability by addressing when an acquirer should recognize a contract asset or contract liability, as well as how such assets and liabilities should be measured, and will generally result in companies recognizing contract assets and contract liabilities at amounts consistent with those recorded by the target entity prior to acquisition. This guidance is effective for public business entities for fiscal years beginning after December 15, 2022, with early adoption permitted. We are currently evaluating the potential impact of this accounting pronouncement; however, we do not believe that its adoption will have a material impact on our financial position and/or results of operations.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS

The Company recognizes revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which we expect to be entitled in exchange for those goods or services by applying the following five step model:

(1) Identify the contract with a customer

A contract with a customer exists when: (a) the parties have approved the contract and are committed to perform their respective obligations, (b) the rights of the parties can be identified, (c) payment terms can be identified, (d) the arrangement has commercial substance, and (e) collectability of consideration is probable. Judgment is required when determining if the contractual criteria are met, specifically in the earlier stages of a project when a formally executed contract may not yet exist. In these situations, the Company evaluates all relevant facts and circumstances, including the existence of other forms of documentation or historical experience with our customers that may indicate a contractual agreement is in place and revenue should be recognized. In determining if the collectability of consideration is probable, the Company considers the customer's ability and intention to pay such consideration through an evaluation of several factors, including an assessment of the creditworthiness of the customer and our prior collection history with such customer.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

(2) Identify the performance obligations in the contract

At contract inception, the Company assesses the goods or services promised in a contract and identifies, as a separate performance obligation, each distinct promise to transfer goods or services to the customer. The identified performance obligations represent the "unit of account" for purposes of determining revenue recognition. In order to properly identify separate performance obligations, the Company applies judgment in determining whether each good or service provided is: (a) capable of being distinct, whereby the customer can benefit from the good or service either on its own or together with other resources that are readily available to the customer, and (b) distinct within the context of the contract, whereby the transfer of the good or service to the customer is separately identifiable from other promises in the contract.

In addition, when assessing performance obligations within a contract, the Company considers the warranty provisions included within such contract. To the extent the warranty terms provide the customer with an additional service, other than assurance that the promised good or service complies with agreed upon specifications, such warranty is accounted for as a separate performance obligation. In determining whether a warranty provides an additional service, the Company considers each warranty provision in comparison to warranty terms which are standard in the industry.

Our contracts are often modified through change orders to account for changes in the scope and price of the goods or services we are providing. Although the Company evaluates each change order to determine whether such modification creates a separate performance obligation, the majority of our change orders are for goods or services that are not distinct within the context of our original contract and, therefore, are not treated as separate performance obligations.

(3) Determine the transaction price

The transaction price represents the amount of consideration to which the Company expects to be entitled in exchange for transferring promised goods or services to our customers. The consideration promised within a contract may include fixed amounts, variable amounts, or both. To the extent the performance obligation includes variable consideration, including contract bonuses and penalties that can either increase or decrease the transaction price, the Company estimates the amount of variable consideration to be included in the transaction price utilizing one of two prescribed methods, depending on which method better predicts the amount of consideration to which the entity will be entitled. Such methods include: (a) the expected value method, whereby the amount of variable consideration to be recognized represents the sum of probability-weighted amounts in a range of possible consideration amounts, and (b) the most likely amount method, whereby the amount of variable consideration to be recognized represents the single most likely amount in a range of possible consideration amounts. When applying these methods, the Company considers all information that is reasonably available, including historical, current, and estimates of future performance. The expected value method is typically utilized in situations where a contract contains a large number of possible outcomes while the most likely amount method is typically utilized in situations where a contract has only two possible outcomes.

Variable consideration is included in the transaction price only to the extent it is probable, in the Company's judgment, that a significant future reversal in the amount of cumulative revenue recognized under the contract will not occur when the uncertainty associated with the variable consideration is subsequently resolved. This threshold is referred to as the variable consideration constraint. In assessing whether to apply the variable consideration constraint, the Company considers if factors exist that could increase the likelihood or the magnitude of a potential reversal of revenue, including, but not limited to, whether: (a) the amount of consideration is highly susceptible to factors outside of the Company's influence, such as the actions of third parties, (b) the uncertainty surrounding the amount of consideration is not expected to be resolved for a long period of time, (c) the Company's experience with similar types of contracts is limited or that experience has limited predictive value, (d) the Company has a practice of either offering a broad range of price concessions or changing the payment terms and conditions of similar contracts in similar circumstances, and (e) the contract has a large number and broad range of possible consideration amounts.

Pending change orders represent one of the most common forms of variable consideration included within contract value and typically represent contract modifications for which a change in scope has been authorized or acknowledged by our customer but the final adjustment to contract price is yet to be negotiated. In estimating the transaction price for pending change orders, the Company considers all relevant facts, including documented correspondence with the customer regarding acknowledgment of and/or agreement with the modification, as well as historical experience with the customer or similar contractual circumstances. Based upon this assessment, the Company estimates the transaction price, including whether the variable consideration constraint should be applied.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Contract claims are another form of variable consideration which is common within our industry. Claim amounts represent revenue that has been recognized for contract modifications that are not submitted or are in dispute as to both scope and price. In estimating the transaction price for claims, the Company considers all relevant facts available. However, given the uncertainty surrounding claims, including the potential long-term nature of dispute resolution and the broad range of possible consideration amounts, there is an increased likelihood that any additional contract revenue associated with contract claims is constrained. The resolution of claims involves negotiations and, in certain cases, litigation. In the event litigation costs are incurred by us in connection with claims, such litigation costs are expensed as incurred, although we may seek to recover these costs.

For some transactions, the receipt of consideration does not match the timing of the transfer of goods or services to the customer. For such contracts, the Company evaluates whether this timing difference represents a financing arrangement within the contract. Although rare, if a contract is determined to contain a significant financing component, the Company adjusts the promised amount of consideration for the effects of the time value of money when determining the transaction price of such contract. Although our customers may retain a portion of the contract price until completion of the project and final contract settlement, these retainage amounts are not considered a significant financing component as the intent of the withheld amounts is to provide the customer with assurance that we will complete our obligations under the contract rather than to provide financing to the customer. In addition, although we may be entitled to advanced payments from our customers on certain contracts, these advanced payments generally do not represent a significant financing component as the payments are used to meet working capital demands that can be higher in the early stages of a contract, as well as to protect us from our customer failing to meet its obligations under the contract.

Changes in the estimates of transaction prices are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. Such changes in estimates can result in the recognition of revenue in a current period for performance obligations which were satisfied or partially satisfied in prior periods. Such changes in estimates may also result in the reversal of previously recognized revenue if the ultimate outcome differs from the Company’s previous estimate. There were no significant amounts of revenue recognized during the years ended December 31, 2021 or 2019 related to performance obligations satisfied in prior periods. During the year ended December 31, 2020, we recognized revenue of $6.1 million associated with the final settlement of the contract value for two projects within our United States electrical construction and facilities services segment that were completed or substantially completed in prior periods. For each of the years ended December 31, 2021, 2020, and 2019, there were no significant reversals of revenue recognized associated with the revision of transaction prices.

(4) Allocate the transaction price to performance obligations in the contract

For contracts that contain multiple performance obligations, the Company allocates the transaction price to each performance obligation based on a relative standalone selling price. The Company determines the standalone selling price based on the price at which the performance obligation would have been sold separately in similar circumstances to similar customers. If the standalone selling price is not observable, the Company estimates the standalone selling price taking into account all available information such as market conditions and internal pricing guidelines. In certain circumstances, the standalone selling price is determined using an expected profit margin on anticipated costs related to the performance obligation.

(5) Recognize revenue as performance obligations are satisfied

The Company recognizes revenue at the time the related performance obligation is satisfied by transferring a promised good or service to its customers. A good or service is considered to be transferred when the customer obtains control. The Company can transfer control of a good or service and satisfy its performance obligations either over time or at a point in time. The Company transfers control of a good or service over time and, therefore, satisfies a performance obligation and recognizes revenue over time if one of the following three criteria are met: (a) the customer simultaneously receives and consumes the benefits provided by the Company’s performance as we perform, (b) the Company’s performance creates or enhances an asset that the customer controls as the asset is created or enhanced, or (c) the Company’s performance does not create an asset with an alternative use to us, and we have an enforceable right to payment for performance completed to date.

For our performance obligations satisfied over time, we recognize revenue by measuring the progress toward complete satisfaction of that performance obligation. The selection of the method to measure progress towards completion can be either an input method or an output method and requires judgment based on the nature of the goods or services to be provided.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

For our construction contracts, revenue is generally recognized over time as our performance creates or enhances an asset that the customer controls as it is created or enhanced. Our fixed price construction projects generally use a cost-to-cost input method to measure our progress towards complete satisfaction of the performance obligation as we believe it best depicts the transfer of control to the customer which occurs as we incur costs on our contracts. Under the cost-to-cost measure of progress, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the total estimated costs at completion of the performance obligation. For our unit price construction contracts, progress towards complete satisfaction is measured through an output method, such as the number of units produced or delivered, when our performance does not produce significant amounts of work in process or finished goods prior to complete satisfaction of such performance obligations.

For our services contracts, revenue is also generally recognized over time as the customer simultaneously receives and consumes the benefits of our performance as we perform the service. For our fixed price service contracts with specified service periods, revenue is generally recognized on a straight-line basis over such service period when our inputs are expended evenly, and the customer receives and consumes the benefits of our performance throughout the contract term.

The timing of revenue recognition for the manufacturing of new build heat exchangers within our United States industrial services segment depends on the payment terms of the contract, as our performance does not create an asset with an alternative use to us. For those contracts for which we have a right to payment for performance completed to date at all times throughout our performance, inclusive of a cancellation, we recognize revenue over time. For these performance obligations, we use a cost-to-cost input method to measure our progress towards complete satisfaction of the performance obligation as we believe it best depicts the transfer of control to the customer which occurs as we incur costs on our contracts. However, for those contracts for which we do not have a right, at all times, to payment for performance completed to date, we recognize revenue at the point in time when control is transferred to the customer. For bill-and-hold arrangements, revenue is recognized when the customer obtains control of the heat exchanger, which may be prior to shipping if certain recognition criteria are met.

For certain of our revenue streams, such as call-out repair and service work, outage services, refinery turnarounds, and specialty welding services that are performed under time and materials contracts, our progress towards complete satisfaction of such performance obligations is measured using an output method as the customer receives and consumes the benefits of our performance completed to date.

Due to uncertainties inherent in the estimation process, it is possible that estimates of costs to complete a performance obligation will be revised in the near-term. For those performance obligations for which revenue is recognized using a cost-to-cost input method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. When the current estimate of total costs for a performance obligation indicate a loss, a provision for the entire estimated loss on the unsatisfied performance obligation is made in the period in which the loss becomes evident. During each of the years ended December 31, 2021, 2020, and 2019, there were no changes in total estimated costs that had a significant impact on our operating results. In addition, there were no significant losses recognized during each of the years ended December 31, 2021, 2020, and 2019.

Disaggregation of Revenues

Our revenues are principally derived from contracts to provide construction services relating to electrical and mechanical systems, as well as to provide a number of building services and industrial services to our customers. Our contracts are with many different customers in numerous industries. Refer to Note 18 - Segment Information of the notes to consolidated financial statements for additional information on how we disaggregate our revenues by reportable segment, as well as a more complete description of our business.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

The following tables provide further disaggregation of our revenues by categories we use to evaluate our financial performance within each of our reportable segments (in thousands):

	2021	% of Total	2020	% of Total	2019	% of Total
United States electrical construction and facilities services:						
Commercial market sector	$1,059,908	52 %	$ 963,452	53 %	$1,078,200	55 %
Manufacturing market sector	226,644	11 %	241,415	13 %	224,913	11 %
Healthcare market sector	106,412	5 %	72,778	4 %	85,088	4 %
Institutional market sector	177,312	9 %	140,837	8 %	120,991	6 %
Transportation market sector	196,313	10 %	192,656	11 %	209,830	11 %
Water and wastewater market sector	14,962	1 %	6,882	1 %	19,888	1 %
Hospitality market sector	15,342	1 %	23,797	1 %	16,985	1 %
Short duration projects (1)	182,614	9 %	142,542	8 %	170,631	9 %
Service work	39,199	2 %	26,858	1 %	38,500	2 %
	2,018,706		1,811,217		1,965,026	
Less intersegment revenues	(3,240)		(5,125)		(3,228)	
Total segment revenues	$2,015,466		$1,806,092		$1,961,798	

	2021	% of Total	2020	% of Total	2019	% of Total
United States mechanical construction and facilities services:						
Commercial market sector	$1,525,816	39 %	$1,316,013	38 %	$1,185,129	36 %
Manufacturing market sector	523,896	13 %	430,365	12 %	533,699	16 %
Healthcare market sector	489,028	12 %	349,235	10 %	304,622	9 %
Institutional market sector	280,463	7 %	377,780	11 %	313,409	9 %
Transportation market sector	84,503	2 %	70,692	2 %	32,686	1 %
Water and wastewater market sector	213,315	6 %	185,996	5 %	202,428	6 %
Hospitality market sector	38,405	1 %	40,079	1 %	35,385	1 %
Short duration projects (1)	308,467	8 %	343,799	10 %	365,721	11 %
Service work	466,860	12 %	378,054	11 %	378,839	11 %
	3,930,753		3,492,013		3,351,918	
Less intersegment revenues	(7,889)		(6,518)		(11,581)	
Total segment revenues	$3,922,864		$3,485,495		$3,340,337	

(1) Represents those projects which generally are completed within three months or less.

	2021	% of Total	2020	% of Total	2019	% of Total
United States building services:						
Mobile mechanical services	$1,501,919	61 %	$1,282,803	60 %	$1,253,209	59 %
Commercial site-based services	680,351	28 %	587,345	28 %	571,345	27 %
Government site-based services	184,272	7 %	167,990	8 %	176,282	8 %
Energy services	102,350	4 %	95,878	4 %	120,825	6 %
Total segment revenues	$2,468,892		$2,134,016		$2,121,661	

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

	2021	% of Total	2020	% of Total	2019	% of Total
United States industrial services:						
Field services	$ 853,143	86 %	$ 813,872	86 %	$1,162,321	88 %
Shop services	133,264	14 %	127,023	14 %	165,235	12 %
Total segment revenues	$ 986,407		$ 940,895		$1,327,556	
Total United States operations	$9,393,629		$8,366,498		$8,751,352	

	2021	% of Total	2020	% of Total	2019	% of Total
United Kingdom building services:						
Service work	$ 261,889	51 %	$ 221,373	51 %	$ 212,876	50 %
Project work	248,062	49 %	209,190	49 %	210,383	50 %
Total segment revenues	$ 509,951		$ 430,563		$ 423,259	
Total operations	$9,903,580		$8,797,061		$9,174,611	

Contract Assets and Contract Liabilities

The timing of revenue recognition may differ from the timing of invoicing to customers. Contract assets include unbilled amounts from our construction projects when revenues recognized under the cost-to-cost measure of progress exceed the amounts invoiced to our customers, as the amounts are not yet billable under the terms of our contracts. Such amounts are recoverable from our customers based upon various measures of performance, including achievement of certain milestones, completion of specified units, or completion of a contract. In addition, many of our time and materials arrangements, as well as our contracts to perform turnaround services within the United States industrial services segment, are billed in arrears pursuant to contract terms that are standard within the industry, resulting in contract assets and/or unbilled receivables being recorded as revenue is recognized in advance of billings. Also included in contract assets are amounts we seek or will seek to collect from customers or others for errors or changes in contract specifications or design, contract change orders or modifications in dispute or unapproved as to scope and/or price, or other customer-related causes of unanticipated additional contract costs (claims and unapproved change orders). Our contract assets do not include capitalized costs to obtain and fulfill a contract. Contract assets are generally classified as current within the Consolidated Balance Sheets.

As of December 31, 2021 and 2020, contract assets included unbilled revenues for unapproved change orders of approximately $24.1 million and $15.3 million, respectively. Contract assets as of December 31, 2021 additionally included $2.5 million associated with claims. There were no claim amounts included within accounts receivable as of December 31, 2021 or within contract assets or accounts receivable as of December 31, 2020. There were contractually billed amounts and retention related to contracts with unapproved change orders and claims of approximately $130.7 million and $87.9 million as of December 31, 2021 and 2020, respectively. For contracts in claim status, contractually billed amounts will generally not be paid by the customer to us until final resolution of the related claims.

Contract liabilities from our construction contracts arise when amounts invoiced to our customers exceed revenues recognized under the cost-to-cost measure of progress. Contract liabilities additionally include advanced payments from our customers on certain contracts. Contract liabilities decrease as we recognize revenue from the satisfaction of the related performance obligation and are recorded as either current or long-term, depending upon when we expect to recognize such revenue. The long-term portion of contract liabilities is included in "Other long-term obligations" in the Consolidated Balance Sheets.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Net contract liabilities in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2021 and 2020 (in thousands):

	December 31, 2021	December 31, 2020
Contract assets, current	$ 230,143	$ 171,956
Contract assets, non-current	—	—
Contract liabilities, current	(788,134)	(722,252)
Contract liabilities, non-current	(2,505)	(2,283)
Net contract liabilities	$ (560,496)	$ (552,579)

Included within net contract liabilities were $500.3 million and $496.8 million of net contract liabilities on uncompleted construction projects as of December 31, 2021 and 2020, respectively, as follows (in thousands):

	December 31, 2021	December 31, 2020
Costs incurred on uncompleted construction contracts	$ 11,034,038	$ 10,727,358
Estimated earnings, thereon	1,731,479	1,640,250
	12,765,517	12,367,608
Less: billings to date	13,265,865	12,864,404
	$ (500,348)	$ (496,796)

Contract assets and contract liabilities increased by approximately $8.1 million and $23.2 million, respectively, as a result of acquisitions made by us in 2021. Excluding the impact of acquisitions, net contract liabilities decreased by approximately $7.2 million for the year ended December 31, 2021, primarily as a result of the timing of invoicing to customers on our uncompleted construction projects, which, based on the various stages of completion, included a greater percentage of contracts that were recorded in contract asset positions. There was no significant impairment of contract assets recognized during the periods presented.

Contract Retentions

As of December 31, 2021 and 2020, accounts receivable included $375.3 million and $323.9 million, respectively, of retainage billed under terms of our contracts. These retainage amounts represent amounts which have been contractually invoiced to customers where payments have been partially withheld pending the achievement of certain milestones, satisfaction of other contractual conditions, or completion of the project. We estimate that approximately 90% of the retainage outstanding as of December 31, 2021 will be collected during 2022.

As of December 31, 2021 and 2020, accounts payable included $71.1 million and $59.8 million, respectively, of retainage withheld under terms of our subcontracts. These retainage amounts represent amounts invoiced to the Company by our subcontractors where payments have been partially withheld pending the achievement of certain milestones, satisfaction of other contractual conditions, or upon completion of the project. We estimate that approximately 90% of the retainage outstanding as of December 31, 2021 will be paid during 2022.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Transaction Price Allocated to Remaining Unsatisfied Performance Obligations

The following table presents the transaction price allocated to remaining unsatisfied performance obligations ("remaining performance obligations") for each of our reportable segments and their respective percentages of total remaining performance obligations (in thousands, except for percentages):

	December 31, 2021	% of Total
Remaining performance obligations:		
United States electrical construction and facilities services	$ 1,210,568	22 %
United States mechanical construction and facilities services	3,320,359	59 %
United States building services	838,324	15 %
United States industrial services	111,838	2 %
Total United States operations	5,481,089	98 %
United Kingdom building services	118,208	2 %
Total operations	$ 5,599,297	100 %

Our remaining performance obligations at December 31, 2021 were $5.60 billion. Remaining performance obligations increase with awards of new contracts and decrease as we perform work and recognize revenue on existing contracts. We include a project within our remaining performance obligations at such time the project is awarded and agreement on contract terms has been reached. Our remaining performance obligations include amounts related to contracts for which a fixed price contract value is not assigned when a reasonable estimate of the total transaction price can be made.

Remaining performance obligations include unrecognized revenues to be realized from uncompleted construction contracts. Although many of our construction contracts are subject to cancellation at the election of our customers, in accordance with industry practice, we do not limit the amount of unrecognized revenue included within remaining performance obligations for these contracts as the risk of cancellation is very low due to the inherent substantial economic penalty that our customers would incur upon cancellation or termination. We believe our reported remaining performance obligations for our construction contracts are firm and contract cancellations have not had a material adverse effect on us.

Remaining performance obligations also include unrecognized revenues expected to be realized over the remaining term of service contracts. However, to the extent a service contract includes a cancellation clause which allows for the termination of such contract by either party without a substantive penalty, the remaining contract term, and therefore, the amount of unrecognized revenues included within remaining performance obligations, is limited to the notice period required for the termination.

Our remaining performance obligations are comprised of: (a) original contract amounts, (b) change orders for which we have received written confirmations from our customers, (c) pending change orders for which we expect to receive confirmations in the ordinary course of business, (d) claim amounts that we have made against customers for which we have determined we have a legal basis under existing contractual arrangements and as to which the variable consideration constraint does not apply, and (e) other forms of variable consideration to the extent that such variable consideration has been included within the transaction price of our contracts. Such claim and other variable consideration amounts were immaterial for all periods presented.

NOTE 3 - REVENUE FROM CONTRACTS WITH CUSTOMERS (Continued)

Refer to the table below for additional information regarding our remaining performance obligations, including an estimate of when we expect to recognize such remaining performance obligations as revenue (in thousands):

	Within one year	Greater than one year
Remaining performance obligations:		
United States electrical construction and facilities services	$ 1,073,432	$ 137,136
United States mechanical construction and facilities services	2,640,609	679,750
United States building services	751,602	86,722
United States industrial services	111,838	—
Total United States operations	4,577,481	903,608
United Kingdom building services	92,371	25,837
Total operations	$ 4,669,852	$ 929,445

NOTE 4 - ACQUISITIONS OF BUSINESSES

Acquisitions are accounted for utilizing the acquisition method of accounting and the prices paid for them are allocated to their respective assets and liabilities based upon the estimated fair value of such assets and liabilities at the dates of their respective acquisition by us.

During 2021, we acquired eight companies for total consideration of $131.2 million. Such acquisitions include: (a) two companies, the results of operations of which have been included within our United States mechanical construction and facilities services segment, consisting of: (i) a company that provides mechanical services within the Southern region of the United States and (ii) a company that provides fire protection services in the Midwestern region of the United States, (b) two companies that provide electrical construction services for a broad array of customers in the Midwestern region of the United States, the results of operations of which have been included in our United States electrical construction and facilities services segment, and (c) four companies, the results of operations of which have been included within our United States building services segment, consisting of: (i) a company that provides mobile mechanical services across North Texas and (ii) three companies that bolster our presence in geographies where we have existing operations and provide either mobile mechanical services or building automation and controls solutions. In connection with these acquisitions, we acquired working capital of $22.9 million and other net liabilities of $0.6 million, including certain deferred tax liabilities, and have preliminarily ascribed $38.3 million to goodwill and $70.6 million to identifiable intangible assets.

During 2020, we acquired three companies for total consideration of $50.3 million. Such acquisitions include: (a) a company that provides building automation and controls solutions within the Northeastern region of the United States, (b) a full service provider of mechanical services in the Washington, D.C. metro area, and (c) a company that provides mobile mechanical services in the Southern region of the United States. The results of operations for all three companies have been included within our United States building services segment. In connection with these acquisitions, we acquired working capital of $3.0 million and other net liabilities of $3.9 million and have ascribed $13.1 million to goodwill and $38.1 million to identifiable intangible assets.

On November 1, 2019, we completed the acquisition of Batchelor & Kimball, Inc. (“BKI”), a leading full service provider of mechanical construction and maintenance services. This acquisition strengthens our position and broadens our capabilities in the Southern and Southeastern regions of the United States, and the results of its operations have been included within our United States mechanical construction and facilities services segment. Under the terms of the transaction, we acquired 100% of BKI’s outstanding capital stock for total consideration of approximately $220.3 million. In connection with the acquisition of BKI, we acquired working capital of $29.8 million and other net assets of $4.9 million and have ascribed $43.9 million to goodwill and $141.7 million to identifiable intangible assets. Goodwill is calculated as the excess of the consideration transferred over the fair value of the net assets acquired and represents the future economic benefits expected from this strategic acquisition. The weighted average amortization period for the identifiable intangible assets, which consist of a trade name, customer relationships, and contract backlog, is approximately 10.5 years.

NOTE 4 - ACQUISITIONS OF BUSINESSES (Continued)

In addition to BKI, during 2019, we completed six other acquisitions for total consideration of $85.4 million. Such acquisitions include: (a) a company that provides electrical contracting services in central Iowa, the results of operations of which have been included within our United States electrical construction and facilities services segment, (b) a company that provides mechanical contracting services in south-central and eastern Texas, the results of operations of which have been included within our United States mechanical construction and facilities services segment, and (c) four companies within our United States building services segment which bolster our presence in geographies where we have existing operations and provide either mobile mechanical services or building automation and controls solutions. In connection with these acquisitions, we acquired working capital of $25.3 million and other net assets of $1.3 million and have ascribed $29.2 million to goodwill and $29.6 million to identifiable intangible assets.

We expect that the majority of the goodwill acquired in connection with these acquisitions will be deductible for tax purposes. The purchase price allocations for two of the businesses acquired in 2021 are preliminary and subject to change during their respective measurement periods. As we finalize such purchase price allocations, adjustments may be recorded relating to finalization of intangible asset valuations, tax matters, or other items. Although not expected to be significant, such adjustments may result in changes in the valuation of assets and liabilities acquired. The purchase price allocations for the other businesses acquired in 2021 and the businesses acquired in 2020 and 2019 have been finalized during their respective measurement periods with an insignificant impact.

NOTE 5 - EARNINGS PER SHARE

The following tables summarize our calculation of Basic and Diluted Earnings per Common Share ("EPS") for the years ended December 31, 2021, 2020, and 2019 (in thousands, except share and per share data):

	2021	2020	2019
Numerator:			
Net income attributable to EMCOR Group, Inc. common stockholders	$ 383,532	$ 132,943	$ 325,140
Denominator:			
Weighted average shares outstanding used to compute basic earnings per common share	54,068,982	55,196,173	56,208,280
Effect of dilutive securities—Share-based awards	278,552	225,098	311,001
Shares used to compute diluted earnings per common share	54,347,534	55,421,271	56,519,281
Basic earnings per common share	$ 7.09	$ 2.41	$ 5.78
Diluted earnings per common share	$ 7.06	$ 2.40	$ 5.75

The number of outstanding share-based awards excluded from the computation of diluted EPS for the years ended December 31, 2021, 2020, and 2019 because they would be anti-dilutive were 9,250, 24,450, and 4,800, respectively.

NOTE 6 - INVENTORIES

Inventories in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2021 and 2020 (in thousands):

	December 31, 2021	December 31, 2020
Raw materials and construction materials	$ 46,186	$ 42,240
Work in process	7,912	11,098
Inventories	$ 54,098	$ 53,338

NOTE 7 - PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2021 and 2020 (in thousands):

	December 31, 2021	December 31, 2020
Machinery and equipment	$ 188,022	$ 176,031
Vehicles	65,946	61,624
Furniture and fixtures	23,698	23,724
Computer hardware/software	108,830	111,846
Land, buildings and leasehold improvements	127,736	124,309
Construction in progress	6,125	7,754
Finance lease right-of-use assets (1)	7,666	9,638
	528,023	514,926
Accumulated depreciation and amortization	(375,957)	(356,499)
	$ 152,066	$ 158,427

(1) Finance lease right-of-use assets are recorded net of accumulated amortization.

Depreciation and amortization expense related to property, plant and equipment, including finance leases, was $48.3 million, $46.7 million, and $43.9 million for the years ended December 31, 2021, 2020, and 2019, respectively.

NOTE 8 - GOODWILL, IDENTIFIABLE INTANGIBLE ASSETS, AND OTHER LONG-LIVED ASSETS

Goodwill

In connection with our acquisition of businesses, we have recorded goodwill, which represents the excess of the consideration transferred over the fair value of the net tangible and identifiable intangible assets acquired. Our goodwill balance at December 31, 2021 and 2020 was $890.3 million and $851.8 million, respectively, with goodwill attributable to companies acquired in 2021 and 2020 valued at $38.3 million and $13.1 million, respectively. Goodwill is not amortized but instead allocated to its respective reporting unit and evaluated for impairment annually, or more frequently if events or circumstances indicate that the carrying amount of goodwill may be impaired. We have determined that our reporting units are consistent with the reportable segments identified in Note 18 - Segment Information of the notes to consolidated financial statements. As of December 31, 2021, approximately 17.9% of our goodwill related to our United States electrical construction and facilities services segment, approximately 34.2% of our goodwill related to our United States mechanical construction and facilities services segment, approximately 35.1% of our goodwill related to our United States building services segment and approximately 12.8% of our goodwill related to our United States industrial services segment.

Absent any earlier identified impairment indicators, we perform our annual goodwill impairment assessment on October 1 each fiscal year. Qualitative indicators that may trigger the need for interim quantitative impairment testing include, among others, deterioration in macroeconomic conditions, declining financial performance, deterioration in the operational environment, or an expectation of selling or disposing of a portion of a reporting unit. Additionally, an interim impairment test may be triggered by a significant change in business climate, a loss of a significant customer, increased competition, or a sustained decrease in share price. In assessing whether our goodwill is impaired, we compare the fair value of the reporting unit to its carrying amount, including goodwill. If the fair value exceeds the carrying amount, no impairment is recognized. However, if the carrying amount of the reporting unit exceeds the fair value, the goodwill of the reporting unit is impaired and an impairment loss in the amount of the excess is recognized and charged to operations.

We performed our 2021 annual impairment assessment of all reporting units as of October 1, 2021, and determined there was no impairment of goodwill. In completing our annual impairment assessment, we determined the fair value of each of our reporting units using an income approach whereby fair value was calculated utilizing discounted estimated future cash flows, assuming a risk-adjusted industry weighted average cost of capital. The weighted average cost of capital used in our annual impairment testing was 10.4% for our United States construction segments and our United States building services segment, and 11.3% for our United States industrial services segment. These weighted average cost of capital estimates were developed with the assistance of an independent third-party valuation specialist and reflect the overall level of inherent risk within the respective reporting unit and the rate of return a market participant would expect to earn. Our cash flow projections were derived from our most recent internal forecasts of anticipated revenue growth rates and operating margins, with cash flows beyond the discrete forecast period estimated using a terminal value calculation which incorporated historical and forecasted trends, an estimate of long-term growth rates, and assumptions about the future demand for our services. The perpetual growth rate used for our annual testing was 2.0% for all of our reporting units.

NOTE 8 - GOODWILL, IDENTIFIABLE INTANGIBLE ASSETS, AND OTHER LONG-LIVED ASSETS (Continued)

During the second quarter of 2020, we concluded that the carrying amount of our United States industrial services segment exceeded its fair value, resulting in the recognition of a non-cash goodwill impairment charge of $225.5 million which was included within our results of operations for the year ended December 31, 2020. An interim impairment assessment was considered necessary as a result of the significant impact the COVID-19 pandemic and concurrent decline in demand for oil and other refined products had on our near term revenue and operating margin expectations for such segment. The valuation methodology utilized in this prior year interim impairment test was consistent with the approach described above. We did not identify indicators of impairment related to any other reporting unit that would have required an interim impairment assessment during 2020 and there was no other impairment of goodwill recognized for the years ended December 31, 2020 or 2019.

Due to the inherent uncertainties involved in making estimates, our assumptions may change in future periods. Estimates and assumptions made for purposes of our goodwill impairment testing may prove to be inaccurate predictions of the future, and other factors used in assessing fair value, such as the weighted average cost of capital, are outside the control of management. Unfavorable changes in certain of these key assumptions may affect future testing results. For example, keeping all other assumptions constant, a 50 basis point increase in the weighted average cost of capital would cause the estimated fair values of our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment, our United States building services segment, and our United States industrial services segment to decrease by approximately $103.6 million, $185.5 million, $74.5 million, and $25.9 million, respectively. In addition, keeping all other assumptions constant, a 50 basis point reduction in the perpetual growth rate would cause the estimated fair values of our United States electrical construction and facilities services segment, our United States mechanical construction and facilities services segment, our United States building services segment, and our United States industrial services segment to decrease by approximately $52.4 million, $95.9 million, $35.8 million, and $9.5 million, respectively. Given the amounts by which the fair value exceeds the carrying value for each of our reporting units, the decreases in estimated fair values described above would not have significantly impacted the results of our 2021 impairment tests. Further, for each of our reporting units, other than our United States industrial services segment, a 10% decline in the estimated fair value of such reporting unit, due to other changes in our assumptions, including forecasted future cash flows, would not have significantly impacted the results of our 2021 impairment tests. In the case of our United States industrial services segment, however, such a decrease would cause the estimated fair value of this reporting unit to approximate its carrying value.

The changes in the carrying amount of goodwill by reportable segment during the years ended December 31, 2021 and 2020 were as follows (in thousands):

	United States electrical construction and facilities services segment	United States mechanical construction and facilities services segment	United States building services segment	United States industrial services segment	Total
Balance at December 31, 2019	$ 142,545	$ 299,220	$ 289,158	$ 332,988	$ 1,063,911
Acquisitions and purchase price adjustments	—	398	12,974	—	13,372
Impairment	—	—	—	(225,500)	(225,500)
Balance at December 31, 2020	142,545	299,618	302,132	107,488	851,783
Acquisitions and purchase price adjustments	24,467	4,269	9,749	—	38,485
Intersegment transfers	(7,500)	—	900	6,600	—
Balance at December 31, 2021	$ 159,512	$ 303,887	$ 312,781	$ 114,088	$ 890,268

The aggregate goodwill balance as of December 31, 2019 included $268.1 million of accumulated impairment charges, which were comprised of $139.5 million within the United States building services segment and $128.6 million within the United States industrial services segment.

NOTE 8 - GOODWILL, IDENTIFIABLE INTANGIBLE ASSETS, AND OTHER LONG-LIVED ASSETS (Continued)

Identifiable Intangible Assets and Other Long-Lived Assets

Our identifiable intangible assets, arising out of the acquisition of businesses, include customer relationships, certain subsidiary trade names, developed technology/vendor network, and contract backlog, all of which are subject to amortization. In addition, our identifiable intangible assets include certain other subsidiary trade names, which are indefinite-lived and therefore not subject to amortization.

Absent earlier indicators of impairment, we test for impairment of subsidiary trade names that are not subject to amortization on an annual basis (October 1). In performing this test, we calculate the fair value of each trade name using the "relief from royalty payments" methodology. This approach involves two steps: (a) estimating reasonable royalty rates for each trade name and (b) applying these royalty rates to a net revenue stream and discounting the resulting cash flows to determine fair value. This fair value is then compared with the carrying value of each trade name. If the carrying amount of the trade name is greater than the implied fair value of the trade name, an impairment in the amount of the excess is recognized and charged to operations. In addition, we review for impairment of identifiable intangible assets that are being amortized as well as other long-lived assets whenever facts and circumstances indicate that their carrying values may not be fully recoverable. This test compares their carrying values to the undiscounted pre-tax cash flows expected to result from the use of the assets. If the assets are impaired, the assets are written down to their fair values, generally determined based on their discounted estimated future cash flows.

For the years ended December 31, 2021 and 2019, no impairment of our indefinite-lived intangible assets, finite-lived intangible assets, or other long-lived assets was recognized.

Given the negative market conditions disclosed above, we evaluated certain of our identifiable intangible assets and other long-lived assets for impairment during the second quarter of 2020. Such assets included those associated with the businesses in our United States industrial services segment. As a result of these assessments, we recorded non-cash impairment charges of $7.3 million, which were included within our results of operations for the year ended December 31, 2020.

Identifiable intangible assets as of December 31, 2021 and 2020 consisted of the following (in thousands):

	December 31, 2021			
	Gross Carrying Amount	Accumulated Amortization	Accumulated Impairment Charge	Total
Customer relationships	$ 717,666	$ (374,764)	$ (4,834)	$ 338,068
Trade names (unamortized)	274,721	—	(58,933)	215,788
Developed technology/Vendor network	95,661	(69,688)	—	25,973
Trade names (amortized)	32,366	(24,180)	—	8,186
Contract backlog	77,995	(76,645)	—	1,350
Total	$ 1,198,409	$ (545,277)	$ (63,767)	$ 589,365

	December 31, 2020			
	Gross Carrying Amount	Accumulated Amortization	Accumulated Impairment Charge	Total
Customer relationships	$ 670,155	$ (324,426)	$ (4,834)	$ 340,895
Trade names (unamortized)	258,471	—	(58,933)	199,538
Developed technology/Vendor network	95,661	(64,994)	—	30,667
Trade names (amortized)	31,516	(23,002)	—	8,514
Contract backlog	72,045	(68,766)	—	3,279
Total	$ 1,127,848	$ (481,188)	$ (63,767)	$ 582,893

NOTE 8 - GOODWILL, IDENTIFIABLE INTANGIBLE ASSETS, AND OTHER LONG-LIVED ASSETS (Continued)

Identifiable intangible assets attributable to businesses acquired in 2021 and 2020 have been valued at $70.6 million and $38.1 million, respectively, and consist of customer relationships, trade names, and contract backlog. See Note 4 - Acquisitions of Businesses of the notes to consolidated financial statements for additional information with respect to acquisitions.

Identifiable intangible assets are amortized in a manner that best approximates the pattern in which the economic benefits of such assets are consumed, which is generally on a straight-line basis. The weighted average amortization periods for the unamortized balances remaining are, in the aggregate, approximately 7.50 years, which are comprised of the following: 7.50 years for customer relationships, 8.50 years for trade names, 5.75 years for developed technology/vendor network, and 0.25 years for contract backlog.

Amortization expense related to identifiable intangible assets with finite lives was $64.1 million, $60.0 million, and $48.1 million for the years ended December 31, 2021, 2020, and 2019, respectively. The following table presents the estimated future amortization expense of identifiable intangible assets in the following years (in thousands):

2022	$ 57,321
2023	54,891
2024	54,240
2025	53,158
2026	47,382
Thereafter	106,585
	$ 373,577

Other Considerations

As referenced above, impairment testing is based upon assumptions and estimates determined by management from a review of our operating results and business plans as well as forecasts of anticipated growth rates and margins, among other considerations. In addition, estimates of weighted average costs of capital are developed with the assistance of an independent third-party valuation specialist. These assumptions and estimates may change in future periods, especially in consideration of the uncertainty created by the COVID-19 pandemic and its potential impact on the broader economy and our results of operations in future periods, particularly with respect to our United States industrial services segment. Significant adverse changes to external market conditions or our internal forecasts, if any, could result in future impairment charges. It is not possible at this time to determine if any future impairment charge will result or, if it does, whether such a charge would be material to our results of operations.

NOTE 9 - DEBT

Debt in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2021 and 2020 (in thousands):

	December 31, 2021	December 31, 2020
Term loan, interest payable at varying amounts through 2025	$ 256,688	$ 270,563
Unamortized debt issuance costs	(3,040)	(4,000)
Finance lease liabilities	8,037	9,966
Total debt	261,685	276,529
Less: current maturities	16,235	16,910
Total long-term debt	$ 245,450	$ 259,619

Credit Agreement

Until March 2, 2020, we had a credit agreement dated as of August 3, 2016, which provided for a $900.0 million revolving credit facility (the “2016 Revolving Credit Facility”) and a $400.0 million term loan (the “2016 Term Loan”) (collectively referred to as the “2016 Credit Agreement”). On March 2, 2020, we amended and restated the 2016 Credit Agreement to provide for a $1.3 billion revolving credit facility (the “2020 Revolving Credit Facility”) and a $300.0 million term loan (the “2020 Term Loan”) (collectively referred to as the “2020 Credit Agreement”) expiring March 2, 2025. We may increase the 2020 Revolving Credit Facility to $1.9 billion if additional lenders are identified and/or existing lenders are willing to increase their current commitments. We may allocate up to $400.0 million of available capacity under the 2020 Revolving Credit Facility to letters of credit for our account or for the account of any of our subsidiaries.

At the Company’s election, borrowings under the 2020 Credit Agreement bear interest at either: (1) a base rate plus a margin of 0.00% to 0.75%, based on certain financial tests, or (2) United States dollar LIBOR (0.10% at December 31, 2021) plus 1.00% to 1.75%, based on certain financial tests. The base rate is determined by the greater of: (a) the prime commercial lending rate announced by Bank of Montreal from time to time (3.25% at December 31, 2021), (b) the federal funds effective rate, plus ½ of 1.00%, (c) the daily one month LIBOR rate, plus 1.00%, or (d) 0.00%. In the event of the discontinuation of LIBOR, our 2020 Credit Agreement contains provisions which allow for the use of alternate benchmark rates. The interest rate in effect at December 31, 2021 was 1.10%. A commitment fee is payable on the average daily unused amount of the 2020 Revolving Credit Facility, which ranges from 0.10% to 0.25%, based on certain financial tests. The fee was 0.10% of the unused amount as of December 31, 2021. Fees for letters of credit issued under the 2020 Revolving Credit Facility range from 0.75% to 1.75% of the respective face amounts of outstanding letters of credit, depending on the nature of the letter of credit, and are computed based on certain financial tests.

As of December 31, 2021 and 2020, the balance of the 2020 Term Loan was $256.7 million and $270.6 million, respectively. As of December 31, 2021 and 2020, there were no direct borrowings outstanding under the 2020 Revolving Credit Facility; however, we had $71.3 million of letters of credit outstanding, which reduce the available capacity under such facility. We capitalized an additional $3.1 million of debt issuance costs associated with the 2020 Credit Agreement. Debt issuance costs are amortized over the life of the agreement as part of interest expense.

Obligations under the 2020 Credit Agreement are guaranteed by most of our direct and indirect subsidiaries and are secured by substantially all of our assets. The 2020 Credit Agreement contains various covenants providing for, among other things, the maintenance of certain financial ratios and certain limitations on the payment of dividends, common stock repurchases, investments, acquisitions, indebtedness, and capital expenditures. We were in compliance with all such covenants as of December 31, 2021 and 2020.

We are required to make annual principal payments on the 2020 Term Loan. Any voluntary prepayments are applied against the outstanding balance of the loan and reduce our future scheduled payments on a ratable basis. Based on our outstanding balance, principal payments of $13.9 million are due on December 31 of each year until maturity, with any remaining unpaid principal and interest due on March 2, 2025.

Finance Lease Liabilities

See Note 16 - Leases of the notes to consolidated financial statements for additional information.

NOTE 10 - FAIR VALUE MEASUREMENTS

For disclosure purposes, we utilize a fair value hierarchy to categorize qualifying assets and liabilities into three broad levels based on the priority of the inputs used to determine their fair values. The hierarchy, which gives the highest priority to unadjusted quoted prices in active markets for identical assets and liabilities and the lowest priority to unobservable inputs, is comprised of the following three levels:

Level 1 – Unadjusted quoted prices in active markets for identical assets and liabilities.

Level 2 – Observable inputs, other than Level 1 inputs, that are directly or indirectly observable for the asset or liability, including quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value drivers are observable.

Level 3 – Unobservable inputs that reflect the reporting entity's own assumptions.

Recurring Fair Value Measurements

The following tables summarize the assets and liabilities carried at fair value measured on a recurring basis as of December 31, 2021 and 2020 (in thousands):

	Assets at Fair Value as of December 31, 2021			
Asset Category	**Level 1**	**Level 2**	**Level 3**	**Total**
Cash and cash equivalents [1]	$ 821,345	$ —	$ —	$ 821,345
Restricted cash [2]	1,223	—	—	1,223
Deferred compensation plan assets [3]	42,344	—	—	42,344
Total	$ 864,912	$ —	$ —	$ 864,912

	Assets at Fair Value as of December 31, 2020			
Asset Category	**Level 1**	**Level 2**	**Level 3**	**Total**
Cash and cash equivalents [1]	$ 902,867	$ —	$ —	$ 902,867
Restricted cash [2]	695	—	—	695
Deferred compensation plan assets [3]	36,491	—	—	36,491
Total	$ 940,053	$ —	$ —	$ 940,053

(1) Cash and cash equivalents consist of deposit accounts and money market funds with original maturity dates of three months or less, which are Level 1 assets. At December 31, 2021 and 2020, we had $336.0 million and $482.2 million, respectively, in money market funds.

(2) Restricted cash is classified as "Prepaid expenses and other" in the Consolidated Balance Sheets. Restricted cash primarily represents cash held in account for use on customer contracts.

(3) Deferred compensation plan assets are classified as "Other assets" in the Consolidated Balance Sheets.

Nonrecurring Fair Value Measurements

We have recorded goodwill and identifiable intangible assets in connection with our business acquisitions. Such assets are measured at fair value at the time of acquisition based on valuation techniques that appropriately represent the methods which would be used by other market participants in determining fair value. In addition, goodwill and intangible assets are tested for impairment using similar valuation methodologies to determine the fair value of such assets. Periodically, we engage an independent third-party valuation specialist to assist with the valuation process, including the selection of appropriate methodologies and the development of market-based assumptions. The inputs used for these nonrecurring fair value measurements represent Level 3 inputs.

Fair Value of Financial Instruments

We believe that the carrying values of our financial instruments, which include accounts receivable and other financing commitments, approximate their fair values due primarily to their short-term maturities and low risk of counterparty default. The carrying value of our debt associated with the 2020 Credit Agreement approximates its fair value due to the variable rate on such debt.

NOTE 11 - INCOME TAXES

For the years ended December 31, 2021, 2020, and 2019, our income tax provision was calculated based on income before income taxes as follows (in thousands):

	2021	2020	2019
United States	$ 497,421	$ 228,181	$ 430,253
Foreign	31,882	24,145	20,636
	$ 529,303	$ 252,326	$ 450,889

Foreign income for each of the years ended December 31, 2021, 2020, and 2019 was predominately earned in the United Kingdom.

The income tax provision for the years ended December 31, 2021, 2020, and 2019 consisted of the following (in thousands):

	2021	2020	2019
Current provision:			
Federal	$ 95,782	$ 115,633	$ 89,264
State and local	35,883	36,182	31,099
Foreign	4,420	3,922	3,685
	136,085	155,737	124,048
Deferred provision (benefit)	9,517	(36,354)	1,701
	$ 145,602	$ 119,383	$ 125,749

For the year ended December 31, 2021, our income tax provision was $145.6 million compared to $119.4 million for the year ended December 31, 2020 and $125.7 million for the year ended December 31, 2019. The increase in the income tax provision for 2021, when compared to 2020, was primarily driven by increased income before income taxes and the effect of certain increases in the deferred state tax provision. The decrease in the income tax provision for 2020, when compared to 2019, was primarily driven by reduced state income taxes, inclusive of a deferred state benefit, resulting from a change in the mix of earnings.

The income tax rates on income before income taxes for the years ended December 31, 2021, 2020, and 2019, were 27.5%, 47.3%, and 27.9%, respectively. The decrease in the 2021 income tax rate, when compared to 2020, and the increase in the 2020 income tax rate, when compared to 2019, was predominantly due to the tax effect, in 2020, of the impairment charges recorded during such year, the majority of which were non-deductible for tax purposes. Refer to Note 8 - Goodwill, Identifiable Intangible Assets, and Other Long-Lived Assets of the notes to consolidated financial statements for further discussion regarding such impairment charges.

NOTE 11 - INCOME TAXES (Continued)

Items accounting for the differences between income taxes computed at the federal statutory rate and the income tax provision for the years ended December 31, 2021, 2020, and 2019 were as follows (in thousands):

	2021	2020	2019
Federal income taxes at the statutory rate	$ 111,118	$ 52,989	$ 94,687
State and local income taxes, net of federal tax benefits	31,257	19,290	24,904
Permanent differences	5,316	5,860	7,149
Non-deductible impairment charges	—	40,165	—
Foreign income taxes (including UK statutory rate changes)	(2,241)	(140)	(170)
Other	152	1,219	(821)
	$ 145,602	$ 119,383	$ 125,749

The minimum tax on global intangible low-taxed income for certain earnings of our foreign subsidiaries was approximately $0.1 million for each of the years ended December 31, 2021, 2020, and 2019. The Company recognizes such tax as an expense in the period incurred.

As of December 31, 2021, we had undistributed foreign earnings from certain foreign subsidiaries of approximately $117.1 million. Based on our evaluation, and given that a significant portion of such earnings were subject to tax in prior periods, or are indefinitely reinvested, we have concluded that any taxes associated with the repatriation of such foreign earnings would be immaterial. As of December 31, 2021, the amount of cash held by these foreign subsidiaries was approximately $113.5 million which, if repatriated, should not result in any material federal or state income taxes.

We file a consolidated federal income tax return including all of our U.S. subsidiaries with the Internal Revenue Service. We additionally file income tax returns with various state, local, and foreign tax agencies. Our income tax returns are subject to audit by various taxing authorities and are currently under examination for the years 2017 through 2019.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") was signed into law. The CARES Act provides for various tax relief and tax incentive measures, which did not have a material impact on our results of operations. Certain provisions of the CARES Act, however, did favorably impact our liquidity throughout 2020 as they allowed for the deferral of the employer's portion of current year Social Security tax payments. Our first installment of these deferred Social Security taxes, totaling approximately $51 million, was repaid in the fourth quarter of 2021, and our second installment of approximately $51 million is expected to be paid in the fourth quarter of 2022.

On December 27, 2020, the Consolidated Appropriations Act, 2021, was signed into law. This act provides for tax relief, as well as an omnibus appropriations package that extends various expiring tax provisions and allows for a 100% tax deduction for the cost of business meals in 2021 and 2022. The Consolidated Appropriations Act did not have a material impact on our income tax provision for the year ended December 31, 2021 and is not expected to have a material impact on our income tax provision for the year ending December 31, 2022.

On March 11, 2021, the American Rescue Plan Act was signed into law. Such act includes certain tax provisions that could have an impact on the Company in future periods, including expanded limits on compensation deductions under Section 162(m) of the Internal Revenue Code for tax years beginning after December 31, 2026. We are currently evaluating the impact that this act may have on our financial position and/or results of operations; however, we anticipate that the expanded provisions of Section 162(m) will result in an increase in our income tax rate for years beginning after December 31, 2026.

NOTE 11 - INCOME TAXES (Continued)

Deferred income tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial statement and income tax bases of assets and liabilities. The deferred income tax assets and deferred income tax liabilities recorded as of December 31, 2021 and 2020 were as follows (in thousands):

	December 31, 2021	December 31, 2020
Deferred income tax assets:		
Excess of amounts expensed for financial statement purposes over amounts deducted for income tax purposes:		
Insurance liabilities	$ 50,316	$ 47,602
Pension liability	—	6,789
Operating lease liabilities	76,451	68,652
Deferred compensation	40,080	36,790
Accrued federal payroll taxes (1)	14,235	27,428
Other (including liabilities and reserves)	31,252	29,816
Total deferred income tax assets	212,334	217,077
Valuation allowance for deferred tax assets	(2,465)	(3,856)
Net deferred income tax assets	209,869	213,221
Deferred income tax liabilities:		
Costs capitalized for financial statement purposes and deducted for income tax purposes:		
Goodwill and identifiable intangible assets	(154,382)	(146,821)
Operating lease right-of-use assets	(71,759)	(64,434)
Depreciation of property, plant and equipment	(25,341)	(23,958)
Pension asset	(1,847)	—
Other	(7,491)	(7,444)
Total deferred income tax liabilities	(260,820)	(242,657)
Net deferred income tax liabilities	$ (50,951)	$ (29,436)

(1) Represents employer Social Security tax payments deferred under the CARES Act.

At December 31, 2021, our net deferred income tax liabilities of $51.0 million were included in "Other long-term obligations" in the accompanying Consolidated Balance Sheet. At December 31, 2020, the components of our net deferred income tax liabilities in the accompanying Consolidated Balance Sheet were included in "Other assets" in the amount of $7.4 million and "Other long-term obligations" in the amount of $36.8 million.

Valuation allowances are established when necessary to reduce deferred income tax assets when it is more likely than not that a tax benefit will not be realized. As of December 31, 2021 and 2020, the total valuation allowance on deferred income tax assets, related to state and local net operating losses and foreign income tax credit carryovers, was approximately $2.5 million and $3.9 million, respectively. The reduction in our valuation allowances at December 31, 2021 was a result of our assessment of recent financial performance and updated projections of future earnings for certain of our subsidiaries, which indicated that we would likely be able to utilize all, or a portion of, certain net operating loss carryforwards, for which we had previously established valuation allowances.

Realization of our deferred income tax assets is dependent on our generating sufficient taxable income in the jurisdictions in which such deferred tax assets will reverse. Although realization is not assured, based on current projections of future taxable income, we believe it is more likely than not that the deferred income tax assets, net of the valuation allowance discussed above, will be realized. However, revisions to our forecasts or declining macroeconomic conditions could result in changes to our assessment of the realization of these deferred income tax assets.

NOTE 12 - COMMON STOCK

As of December 31, 2021 and 2020, there were 53,299,738 and 54,755,900 shares of our common stock outstanding, respectively.

We have paid quarterly dividends since October 25, 2011. We currently pay a regular quarterly dividend of $0.13 per share.

In September 2011, our Board of Directors (the "Board") authorized a share repurchase program allowing us to begin repurchasing shares of our outstanding common stock. Subsequently, the Board has from time to time increased the amount of our common stock that we may repurchase under such program. Since the inception of the repurchase program, the Board has authorized us to repurchase up to $1.45 billion of our outstanding common stock. During the year ended December 31, 2021, we repurchased approximately 1.6 million shares of our common stock for approximately $195.5 million. Since the inception of the repurchase program through December 31, 2021, we have repurchased approximately 19.2 million shares of our common stock for approximately $1.10 billion. As of December 31, 2021, there remained authorization for us to repurchase approximately $350.4 million of our shares. The repurchase program has no expiration date, does not obligate the Company to acquire any particular amount of common stock, and may be suspended, recommenced, or discontinued at any time or from time to time without prior notice. We may repurchase our shares from time to time to the extent permitted by securities laws and other legal requirements, including provisions in our 2020 Credit Agreement placing limitations on such repurchases. The repurchase program has been and will be funded from our operations.

NOTE 13 - SHARE-BASED COMPENSATION PLANS

We have an incentive plan under which stock awards, stock units, and other share-based compensation may be granted to officers, non-employee directors, and key employees of the Company. During 2020, we amended and restated our incentive plan, eliminating the ability to grant new stock options, until such time, if any, as the plan is subsequently amended to provide for the ability to make such grants. Under the terms of this plan, 3,250,000 shares were authorized, and 895,682 shares remain available for grant or issuance as of December 31, 2021. Any issuances under this plan are valued at the fair market value of our common stock on the grant date. Forfeitures are recognized as they occur.

The following table summarizes activity regarding stock options and restricted stock units since December 31, 2018:

Stock Options			Restricted Stock Units		
	Shares	Weighted Average Price		Shares	Weighted Average Price
Balance, December 31, 2018	40,000	$ 24.48	Balance, December 31, 2018	476,586	$ 63.52
Granted	—	—	Granted	169,766	$ 64.34
Expired	—	—	Forfeited	(2,545)	$ 71.88
Exercised	(20,000)	$ 24.48	Vested	(226,229)	$ 51.64
Balance, December 31, 2019	20,000	$ 24.48	Balance, December 31, 2019	417,578	$ 70.24
Granted	—	—	Granted	137,771	$ 81.56
Expired	—	—	Forfeited	(984)	$ 79.17
Exercised	(20,000)	$ 24.48	Vested	(156,447)	$ 72.72
Balance, December 31, 2020	—	—	Balance, December 31, 2020	397,918	$ 73.16
Granted	—	—	Granted	129,859	$ 96.32
Expired	—	—	Forfeited	(2,242)	$ 78.86
Exercised	—	—	Vested	(121,067)	$ 77.86
Balance, December 31, 2021	—	—	Balance, December 31, 2021	404,468	$ 79.16

We recognized approximately $11.1 million, $11.2 million, and $11.4 million of compensation expense for stock units awarded to non-employee directors and employees pursuant to incentive plans for the years ended December 31, 2021, 2020, and 2019, respectively. We have approximately $9.3 million of compensation expense, net of income taxes, which will be recognized over the remaining vesting periods of up to 3 years. In addition, an aggregate of 67,942 restricted stock units granted to current or former non-employee directors vested as of December 31, 2021, but, at the election of such directors, issuance has been deferred for up to 5 years.

NOTE 13 - SHARE-BASED COMPENSATION PLANS (Continued)

The income tax benefit derived in 2021, 2020, and 2019 as a result of share-based compensation was approximately $2.6 million, $1.9 million, and $2.6 million, respectively, of which approximately $0.8 million, $0.2 million, and $1.0 million, respectively, represented excess tax benefits.

The total intrinsic value (the amounts by which the stock price exceeded the exercise price on the date of exercise) of options that were exercised during both 2020 and 2019 was approximately $1.2 million. There were no options outstanding at December 31, 2021 and 2020, however, the aggregate intrinsic value of options outstanding and exercisable as of December 31, 2019 was approximately $1.2 million.

We have an employee stock purchase plan. Under the terms of this plan, the maximum number of shares of our common stock that may be purchased is 3,000,000 shares. Generally, our corporate employees and non-union employees of our United States subsidiaries are eligible to participate in this plan. Employees covered by collective bargaining agreements generally are not eligible to participate in this plan.

NOTE 14 - RETIREMENT PLANS

Defined Benefit Plans

The funded status of our defined benefit plans, which represents the difference between the fair value of plan assets and the projected benefit obligations, is recognized in the Consolidated Balance Sheets with a corresponding adjustment to accumulated other comprehensive income (loss). Gains and losses for the differences between actuarial assumptions and actual results are recognized through accumulated other comprehensive income (loss). These amounts will be subsequently recognized as net periodic pension cost (income) within the Consolidated Statement of Operations, as described further below.

Our United Kingdom subsidiary has a defined benefit pension plan covering all eligible employees (the “UK Plan”); however, no individual joining the company after October 31, 2001 may participate in the UK Plan. On May 31, 2010, we curtailed the future accrual of benefits for active employees under such plan.

The change in benefit obligations and assets of the UK Plan for the years ended December 31, 2021 and 2020 consisted of the following components (in thousands):

	2021	2020
Change in pension benefit obligation		
Benefit obligation at beginning of year	$ 383,142	$ 322,766
Interest cost	5,326	6,401
Actuarial (gain) loss	(22,071)	50,863
Benefits paid	(13,939)	(10,029)
Foreign currency exchange rate changes	(3,311)	13,141
Benefit obligation at end of year	349,147	383,142
Change in pension plan assets		
Fair value of plan assets at beginning of year	347,411	307,001
Actual return on plan assets	21,809	34,380
Employer contributions	4,956	4,665
Benefits paid	(13,939)	(10,029)
Foreign currency exchange rate changes	(3,705)	11,394
Fair value of plan assets at end of year	356,532	347,411
Funded (unfunded) status at end of year	$ 7,385	$ (35,731)

The overfunded status of the UK Plan of $7.4 million at December 31, 2021 and the underfunded status of the UK Plan of $35.7 million at December 31, 2020 are included in “Other Assets” and “Other long-term obligations,” respectively, in the accompanying Consolidated Balance Sheets. No plan assets are expected to be returned to us during the year ending December 31, 2022.

NOTE 14 - RETIREMENT PLANS (Continued)

The weighted average assumptions used to determine benefit obligations as of December 31, 2021 and 2020 were as follows:

	2021	2020
Discount rate	1.8 %	1.4 %

The below table shows certain information for the UK Plan, as of December 31, 2020, when the accumulated benefit obligation was in excess of plan assets (in thousands):

	December 31, 2020
Projected benefit obligation	$ 383,142
Accumulated benefit obligation	$ 383,142
Fair value of plan assets	$ 347,411

The components of net periodic pension cost (income) of the UK Plan for the years ended December 31, 2021, 2020, and 2019 were as follows (in thousands):

	2021	2020	2019
Interest cost	$ 5,326	$ 6,401	$ 7,961
Expected return on plan assets	(12,726)	(12,023)	(12,165)
Amortization of unrecognized loss	3,642	2,389	2,342
Net periodic pension cost (income)	$ (3,758)	$ (3,233)	$ (1,862)

The weighted average assumptions used to determine net periodic pension cost for the years ended December 31, 2021, 2020, and 2019 were as follows:

	2021	2020	2019
Discount rate	1.4 %	2.1 %	2.9 %
Annual rate of return on plan assets	3.9 %	4.3 %	4.9 %

The annual rate of return on plan assets has been determined by modeling possible returns using the actuary's portfolio return calculator and the fair value of plan assets. This approach models the long term expected returns of the various asset classes held in the portfolio and takes into account the additional benefits of holding a diversified portfolio. For measurement purposes of the liability, the annual rates of inflation of covered pension benefits assumed for 2021 and 2020 were 2.9% and 2.5%, respectively.

Amounts not yet reflected in net periodic pension cost and included in accumulated other comprehensive loss were as follows (in thousands):

	December 31, 2021	December 31, 2020
Unrecognized actuarial losses	$ 89,572	$ 125,020

Actuarial gains and losses are amortized using a corridor approach whereby cumulative gains and losses in excess of the greater of 10% of the pension benefit obligation or the fair value of plan assets are amortized over the average life expectancy of plan participants. The amortization period for 2021 was 24 years.

The reclassification adjustment, net of income taxes, for the UK Plan from accumulated other comprehensive loss into net periodic pension cost was approximately $2.9 million for the year ended December 31, 2021, and approximately $1.9 million for the years ended December 31, 2020 and 2019. The estimated unrecognized loss for the UK Plan that will be amortized from accumulated other comprehensive loss into net periodic pension cost over the next year is approximately $1.8 million, net of income taxes.

NOTE 14 - RETIREMENT PLANS (Continued)

UK Plan Assets

The investment policies and strategies for the assets of the UK Plan are established by its trustees (who are independent of the Company) to achieve a reasonable balance between risk, likely return, and administration expense, as well as to maintain funds at a level to meet minimum funding requirements. In order to ensure that an appropriate investment strategy is in place, an analysis of the UK Plan's assets and liabilities is completed periodically. Target allocation percentages vary over time depending on the perceived risk and return potential of various asset classes and market conditions. The weighted average asset allocations and weighted average target allocations at December 31, 2021 and 2020 were as follows:

Asset Category	Target Asset Allocation 2021	Actual December 31, 2021	Target Asset Allocation 2020	Actual December 31, 2020
Debt	75.0 %	76.0 %	65.0 %	63.0 %
Equity	— %	— %	15.0 %	12.7 %
Cash and cash equivalents	15.0 %	16.5 %	10.0 %	17.1 %
Real estate	10.0 %	7.5 %	10.0 %	7.2 %
Total	100.0 %	100.0 %	100.0 %	100.0 %

Plan assets of our UK Plan are invested through third-party fund managers in various investments with underlying holdings which, as of December 31, 2021 and 2020, consisted of: (a) cash and cash equivalents, primarily held as collateral for other financial instruments, (b) debt securities, which include United Kingdom government debt and United States, United Kingdom, European, and emerging market corporate debt, and (c) real estate assets, which represent trusts which invest directly or indirectly in various properties throughout the United Kingdom. In addition, investment holdings as of December 31, 2020 contained equity securities, which included marketable equity and equity like instruments across developed global equity markets.

The following tables set forth the fair value of assets of the UK Plan as of December 31, 2021 and 2020 (in thousands):

	Assets at Fair Value as of December 31, 2021			
Asset Category	Level 1	Level 2	Level 3	Total
Corporate debt funds	$ —	$ 67,226	$ —	$ 67,226
Government bond funds	—	91,899	—	91,899
Cash and cash equivalents	58,772	—	—	58,772
Total plan assets in fair value hierarchy	$ 58,772	$ 159,125	$ —	217,897
Plan assets measured using NAV as a practical expedient: (1)				
Debt funds				111,971
Real estate funds				26,664
Total plan assets at fair value				$ 356,532

	Assets at Fair Value as of December 31, 2020			
Asset Category	Level 1	Level 2	Level 3	Total
Corporate debt funds	$ —	$ 65,486	$ —	$ 65,486
Government bond funds	—	57,133	—	57,133
Equity funds	—	44,132	—	44,132
Cash and cash equivalents	59,246	—	—	59,246
Total plan assets in fair value hierarchy	$ 59,246	$ 166,751	$ —	225,997
Plan assets measured using NAV as a practical expedient: (1)				
Debt funds				96,196
Real estate funds				25,218
Total plan assets at fair value				$ 347,411

(1) Certain investments measured using net asset value ("NAV") as a practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in the table are intended to permit reconciliation of the fair value hierarchy to the total fair value of plan assets.

NOTE 14 - RETIREMENT PLANS (Continued)

Assets of the UK Plan are allocated within the fair value hierarchy discussed in Note 10 - Fair Value Measurements, based on the nature of the investment. Level 1 assets represent cash and cash equivalents. Level 2 assets consist of corporate debt funds, government bond funds, and equity funds whose underlying investments are valued using observable marketplace inputs. The fair value of the Level 2 assets are generally determined under a market approach using valuation models that incorporate observable inputs such as interest rates, bond yields, and quoted prices.

Investments valued using NAV as a practical expedient are excluded from the fair value hierarchy. These investments include: (a) funds which invest predominantly in senior secured debt instruments, targeting diversity across regions and sectors, as well as funds which invest in diversified credit vehicles that seek higher returns than traditional fixed income, primarily through investments in U.S. corporate debt, global credit, and structured debt, and (b) funds which aim to provide long-term income through investment in UK property assets. These investments are redeemable at NAV on a monthly or quarterly basis and have redemption notice periods of up to 90 days. In addition, certain of these investments are subject to a lockup period of up to 24 months.

The methods described above may produce fair values that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Company believes the valuation methodologies are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Cash Flows:

Contributions

Our United Kingdom subsidiary expects to contribute approximately $4.5 million to the UK Plan in 2022.

Estimated Future Benefit Payments

The following estimated benefit payments are expected to be paid in the following years (in thousands):

	Pension Benefit Payments
2022	$ 11,266
2023	$ 11,171
2024	$ 11,525
2025	$ 12,099
2026	$ 12,545
Succeeding five years	$ 69,416

We also sponsor three domestic retirement plans in which participation by new individuals is frozen. The benefit obligation associated with these plans as of December 31, 2021 and 2020 was approximately $8.5 million and $9.2 million, respectively. The estimated fair value of the plan assets as of December 31, 2021 and 2020 was approximately $6.3 million and $6.0 million, respectively. The plan assets are considered Level 1 assets within the fair value hierarchy and are predominantly invested in cash, equities, and equity and bond funds. The liability balances as of December 31, 2021 and 2020 are classified as “Other long-term obligations” in the accompanying Consolidated Balance Sheets. The measurement date for these plans is December 31 of each year. The major assumptions used in the actuarial valuations to determine benefit obligations as of December 31, 2021 and 2020 included discount rates of 2.40% to 2.50% for 2021 and 2.00% to 2.25% for 2020. Also, included was an expected rate of return of 7.00% for both 2021 and 2020. The net periodic pension cost associated with the domestic plans was approximately $0.1 million for the year ended December 31, 2021 and $0.3 million for each of the years ended December 31, 2020 and 2019. The reclassification adjustment, net of income taxes, from accumulated other comprehensive loss into net periodic pension cost was approximately $0.3 million for each of the years ended December 31, 2021 and 2020, and approximately $0.2 million for the year ended December 31, 2019. The estimated loss for these plans that will be amortized from accumulated other comprehensive loss into net periodic pension cost over the next year is approximately $0.1 million, net of income taxes. The future estimated benefit payments expected to be paid from the plans for the next ten years is approximately $0.6 million per year.

NOTE 14 - RETIREMENT PLANS (Continued)

Defined Contribution Plans

We have defined contribution retirement and savings plans that cover eligible employees in the United States. Contributions to these plans are based on a percentage of the employee's base compensation. The expenses recognized for employer contributions to these plans were approximately $33.0 million for the year ended December 31, 2021 and approximately $32.4 million for each of the years ended December 31, 2020 and 2019. At our discretion and subject to applicable plan documents, we may make additional supplemental matching contributions to one of our defined contribution retirement and savings plans. The expenses recognized related to additional supplemental matching contributions for the years ended December 31, 2021, 2020, and 2019 were approximately $7.7 million, $9.1 million, and $6.8 million, respectively.

Our United Kingdom subsidiary also has defined contribution retirement plans. The expense recognized related to employer matching contributions for the years ended December 31, 2021, 2020, and 2019 was approximately $8.3 million, $7.4 million, and $6.1 million, respectively.

Multiemployer Plans

We participate in approximately 200 multiemployer pension plans ("MEPPs") that provide retirement benefits to certain union employees in accordance with various collective bargaining agreements ("CBAs"). As one of many participating employers in an MEPP, we are potentially liable with the other participating employers for any plan underfunding, either through an increase in our required contributions or, in the case of our withdrawal from the plan, a payment based upon our proportionate share of the plan's unfunded benefits, in each case, as described below. Our contributions to a particular MEPP are established by the applicable CBAs; however, our required contributions may increase based on the funded status of an MEPP and legal requirements of the Pension Protection Act of 2006 (the "PPA"), which requires substantially underfunded MEPPs to implement a funding improvement plan ("FIP") or a rehabilitation plan ("RP") to improve their funded status. Factors that could impact the funded status of an MEPP include, without limitation, investment performance, changes in the participant demographics, decline in the number of contributing employers, changes in actuarial assumptions, and the utilization of extended amortization provisions.

An FIP or RP requires a particular MEPP to adopt measures to correct its underfunding status. These measures may include, but are not limited to: (a) an increase in our contribution rate as a signatory to the applicable CBA, (b) a reallocation of the contributions already being made by participating employers for various benefits to individuals participating in the MEPP, and/or (c) a reduction in the benefits to be paid to future and/or current retirees. In addition, the PPA requires that a 5% surcharge be levied on employer contributions for the first year commencing after the date the employer receives notice that the MEPP is in critical status and a 10% surcharge on each succeeding year until a CBA is in place with terms and conditions consistent with the RP.

We could also be obligated to make payments to MEPPs if we either cease to have an obligation to contribute to the MEPP or significantly reduce our contributions to the MEPP because we reduce our number of employees who are covered by the relevant MEPP for various reasons, including, but not limited to, layoffs or closure of a subsidiary assuming the MEPP has unfunded vested benefits. The amount of such payments (known as a complete or partial withdrawal liability) would equal our proportionate share of the MEPPs' unfunded vested benefits. We believe that certain of the MEPPs in which we participate may have unfunded vested benefits. Due to uncertainty regarding future factors that could trigger withdrawal liability, as well as the absence of specific information regarding the MEPP's current financial situation, we are unable to determine: (a) the amount and timing of a future withdrawal liability, if any, and (b) whether our participation in these MEPPs could have a material adverse impact on our financial position, results of operations, or liquidity. We did not record any withdrawal liability for the years ended December 31, 2021, 2020, and 2019.

NOTE 14 - RETIREMENT PLANS (Continued)

The following table lists all MEPPs to which our contributions exceeded $2.0 million in 2021. This table also lists all MEPPs to which we contributed in 2021 in excess of $0.5 million for MEPPs in the critical status, “red zone,” and $1.0 million for MEPPs in the endangered status, “orange or yellow zones,” as defined by the PPA (in thousands):

Pension Fund	EIN/ Pension Plan Number		PPA Zone Status (1) 2021	PPA Zone Status (1) 2020	FIP/RP Status	Contributions 2021	Contributions 2020	Contributions 2019	Contributions greater than 5% of total plan contributions (2)	Expiration date or range of expiration dates of CBA(s)
National Automatic Sprinkler Industry Pension Fund	52-6054620	001	Green	Red	NA	$ 20,987	$ 17,504	$ 15,924	Yes	March 2022 to August 2025
United Association National Pension Fund (Formerly Plumbers & Pipefitters National Pension Fund)	52-6152779	001	Green	Yellow	NA	14,723	14,095	13,821	No	February 2022 to August 2026
National Electrical Benefit Fund	53-0181657	001	Green	Green	NA	12,310	11,573	16,901	No	April 2022 to May 2026
Pension, Hospitalization & Benefit Plan of the Electrical Industry-Pension Trust Account	13-6123601	001	Green	Green	NA	12,291	11,264	10,075	No	April 2022 to June 2024
Sheet Metal Workers National Pension Fund	52-6112463	001	Yellow	Yellow	Implemented	10,307	11,621	11,713	No	May 2022 to July 2027
Electrical Workers Local No. 26 Pension Trust Fund	52-6117919	001	Green	Green	NA	9,346	7,086	8,434	Yes	May 2022 to July 2024
Sheet Metal Workers Pension Plan of Northern California	51-6115939	001	Red	Red	Implemented	7,850	6,605	6,233	No	June 2022 to June 2026
Plumbers Pipefitters & Mechanical Equipment Service Local Union 392 Pension Plan	31-0655223	001	Red	Red	Implemented	7,110	5,667	6,412	Yes	June 2022
Central Pension Fund of the IUOE & Participating Employers	36-6052390	001	Green	Green	NA	6,627	6,115	6,253	No	March 2022 to December 2024
Southern California Pipe Trades Retirement Fund	51-6108443	001	Green	Green	NA	6,272	4,043	3,274	No	June 2022 to August 2026
Pipefitters Union Local 537 Pension Fund	51-6030859	001	Green	Green	NA	5,922	4,275	4,754	Yes	February 2022 to August 2025
Heating, Piping & Refrigeration Pension Fund	52-1058013	001	Green	Green	NA	5,591	3,349	4,185	No	July 2022
Southern California IBEW-NECA Pension Trust Fund	95-6392774	001	Yellow	Yellow	Implemented	4,876	5,719	6,277	No	June 2022 to May 2026
Edison Pension Plan	93-6061681	001	Green	Green	NA	4,229	3,864	5,361	Yes	December 2023
Electrical Contractors Association of the City of Chicago Local Union 134, IBEW Joint Pension Trust of Chicago Pension Plan 2	51-6030753	002	Green	Green	NA	4,225	3,004	3,204	No	May 2022 to June 2022
Arizona Pipe Trades Pension Trust Fund	86-6025734	001	Green	Green	NA	4,076	4,142	6,071	Yes	May 2022 to June 2024
San Diego Electrical Pension Plan	95-6101801	001	Green	Green	NA	4,068	4,383	3,843	Yes	May 2024
U.A. Local 393 Pension Trust Fund Defined Benefit	94-6359772	002	Green	Green	NA	3,507	3,168	3,858	Yes	June 2022 to June 2024
Boilermaker-Blacksmith National Pension Trust	48-6168020	001	Yellow	Yellow	Implemented	3,479	1,574	1,681	No	April 2022 to September 2024
Sheet Metal Workers Pension Plan of Southern California, Arizona & Nevada	95-6052257	001	Yellow	Yellow	Implemented	3,322	2,706	2,423	No	June 2022 to June 2026
Eighth District Electrical Pension Fund	84-6100393	001	Green	Green	NA	3,298	3,242	3,590	Yes	May 2023 to August 2024
Northern California Pipe Trades Pension Plan	94-3190386	001	Green	Green	NA	2,663	2,463	3,077	No	June 2022 to June 2024

NOTE 14 - RETIREMENT PLANS (Continued)

Pension Fund	EIN/ Pension Plan Number	PPA Zone Status (1) 2021	PPA Zone Status (1) 2020	FIP/RP Status	Contributions 2021	Contributions 2020	Contributions 2019	Contributions greater than 5% of total plan contributions (2)	Expiration date or range of expiration dates of CBA(s)
Atlanta Plumbers and Steamfitters Pension Fund	58-1233396 001	Green	Green	NA	2,496	1,576	310	Yes	May 2022 to January 2025
NECA-IBEW Pension Trust Fund	51-6029903 001	Green	Green	NA	2,491	2,369	2,528	No	May 2022 to December 2022
IBEW 332 Pension Fund - Part A	94-2688032 004	Green	Green	NA	2,339	1,211	1,633	No	May 2024
U.A. Plumbers Local 24 Pension Fund	22-6042823 001	Green	Green	NA	2,270	2,460	2,460	Yes	April 2025
IBEW Local 595 Pension Plan	94-6279541 001	Green	Green	NA	2,042	569	1,653	No	November 2022 to May 2023
Plumbing & Pipe Fitting Local 219 Pension Fund	34-6682376 001	Red	Red	Implemented	1,167	1,680	1,937	Yes	May 2022 to May 2025
Plumbers & Pipefitters Local 162 Pension Fund	31-6125999 001	Yellow	Yellow	Implemented	1,034	969	1,124	Yes	May 2022
Steamfitters Local Union No. 420 Pension Plan	23-2004424 001	Red	Red	Implemented	677	553	641	No	May 2022 to April 2024
South Florida Electrical Workers Pension Plan and Trust	59-6230530 001	Red	Red	Implemented	594	261	323	No	August 2022
Carpenters Pension Trust Fund for Northern California	94-6050970 001	Red	Red	Implemented	568	385	435	No	June 2023
Other Multiemployer Pension Plans					55,315	54,587	55,070		Various
Total Contributions					$228,072	$204,082	$215,478		

(1) The zone status represents the most recent available information for the respective MEPP, which may be 2020 or earlier for the 2021 year and 2019 or earlier for the 2020 year. In general, plans with a “green” zone status have a funding ratio of at least 80%, plans with an “orange” or “yellow” zone status have a funding ratio of between 65% and less than 80%, and plans with a “red” zone status are less than 65% funded.

(2) This information was obtained from the respective plan’s Form 5500 (“Forms”) for the most current available filing. These dates may not correspond with our fiscal year contributions. The percentages of contributions are based upon disclosures contained in the plans’ Forms. Those Forms, among other things, disclose the names of individual participating employers whose annual contributions account for more than 5% of the aggregate annual amount contributed by all participating employers for a plan year. Accordingly, if the annual contribution of two or more of our subsidiaries each accounted for less than 5% of such contributions, but in the aggregate accounted for in excess of 5% of such contributions, that greater percentage is not available and accordingly is not disclosed.

The nature and diversity of our operations may result in volatility in the amount of our contributions to a particular MEPP for any given period. That is because, in any given market, a change in the mix, volume of, or size of our projects could result in a change in our direct labor force and a corresponding change in our contributions to the MEPP(s) dictated by the applicable CBA. Additionally, the amount of contributions to a particular MEPP could also be affected by the terms of the CBA, which could require at a particular time, an increase in the contribution rate and/or surcharges. Acquisitions made by us since 2019 have resulted in incremental contributions to various MEPPs of approximately $3.8 million.

Additionally, we contribute to certain multiemployer plans that provide post retirement benefits such as health and welfare benefits and/or defined contribution/annuity plans, among others. Our contributions to these plans were approximately $168.4 million, $156.1 million, and $153.5 million for the years ended December 31, 2021, 2020, and 2019, respectively. Acquisitions made by use since 2019 have resulted in incremental contributions to such other post retirement benefit plans of approximately $2.9 million. The amount of contributions to these plans is also subject, for the most part, to the factors discussed above in conjunction with the MEPPs.

NOTE 15 - COMMITMENTS AND CONTINGENCIES

Severance Agreements

We have agreements with our executive officers and certain other key management personnel providing for severance benefits for such employees upon termination of their employment under certain circumstances.

Guarantees

In the ordinary course of business, we, at times, guarantee obligations of our subsidiaries under certain contracts. Generally, we are liable under such an arrangement only if our subsidiary fails to perform its obligations under the contract. Historically, we have not incurred any substantial liabilities as a consequence of these guarantees.

Surety Bonds

The terms of our construction contracts frequently require that we obtain from surety companies, and provide to our customers, surety bonds as a condition to the award of such contracts. These surety bonds are issued in return for premiums, which vary depending on the size and type of the bond, and secure our payment and performance obligations under such contracts. We have agreed to indemnify the surety companies for amounts, if any, paid by them in respect of surety bonds issued on our behalf. As of December 31, 2021, based on the percentage-of-completion of our projects covered by surety bonds, our aggregate estimated exposure, assuming defaults on all our then existing contractual obligations, was approximately $1.5 billion, which represents approximately 26% of our total remaining performance obligations.

Surety bonds are sometimes provided to secure obligations for wages and benefits payable to or for certain of our employees, at the request of labor unions representing such employees. In addition, surety bonds may be issued as collateral for certain insurance obligations. As of December 31, 2021, we satisfied approximately $48.1 million of the collateral requirements of our insurance programs by utilizing surety bonds.

We are not aware of any losses in connection with surety bonds that have been posted on our behalf, and we do not expect to incur significant losses in the foreseeable future.

Hazardous Materials

We are subject to regulation with respect to the handling of certain materials used in construction, which are classified as hazardous or toxic by federal, state, and local agencies. Our practice is to avoid participation in projects principally involving the remediation or removal of such materials. However, when remediation is required as part of our contract performance, we believe we comply with all applicable regulations governing the discharge of hazardous materials into the environment or otherwise relating to the protection of the environment.

Collective Bargaining Agreements

At December 31, 2021, we employed approximately 34,000 people, approximately 60% of whom are represented by various unions pursuant to nearly 450 collective bargaining agreements between our individual subsidiaries or trade associations and local unions, as well as two collective bargaining agreements that are national or regional in scope. We believe that our relations with our labor unions are generally positive.

Government Contracts

As a government contractor, we are subject to U.S. government audits and investigations relating to our operations, which such audits may result in fines, penalties and compensatory and treble damages, and possible suspension or debarment from doing business with the government. Based on currently available information, we believe the outcome of ongoing government disputes and investigations will not have a material impact on our financial position, results of operations, or liquidity.

Legal Proceedings

We are involved in several legal proceedings in which damages and claims have been asserted against us. We believe that we have a number of valid defenses to such proceedings and claims and intend to vigorously defend ourselves. We do not believe that any such matters will have a material adverse effect on our financial position, results of operations, or liquidity. We record a loss contingency if the potential loss from a proceeding or claim is considered probable and the amount can be reasonably estimated or a range of loss can be determined. We provide disclosure when it is reasonably possible that a loss will be incurred in excess of any recorded provision. Significant judgment is required in these determinations. As additional information becomes available, we reassess prior determinations and may change our estimates. Additional claims may be asserted against us in the future. Litigation is subject to many uncertainties, and the outcome of litigation is not predictable with assurance. It is possible that a litigation matter for which liabilities have not been recorded could be decided unfavorably to us, and that any such unfavorable decision could have a material adverse effect on our financial position, results of operations, or liquidity.

NOTE 16 - LEASES

We lease real estate, vehicles, and equipment under various arrangements which are classified as either operating or finance leases. A lease exists when a contract or part of a contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. In determining whether a lease exists, we consider whether a contract provides us with both: (a) the right to obtain substantially all of the economic benefits from the use of the identified asset and (b) the right to direct the use of the identified asset.

Many of our leases include base rental periods coupled with options to renew or terminate the lease, generally at our discretion. Certain leases additionally include options to purchase the leased asset. In evaluating the lease term, we consider whether we are reasonably certain to exercise such options. To the extent a significant economic incentive exists to exercise an option, that option is included within the lease term. However, based on the nature of our lease arrangements, options generally do not provide us with a significant economic incentive and are therefore excluded from the lease term for the majority of our arrangements.

Our leases typically include a combination of fixed and variable payments. Fixed payments are generally included when measuring the right-of-use asset and lease liability. Variable payments, which primarily represent payments based on usage of the underlying asset, are generally excluded from such measurement and expensed as incurred. In addition, certain of our lease arrangements may contain a lease coupled with an arrangement to provide other services, such as maintenance, or may require us to make other payments on behalf of the lessor related to the leased asset, such as payments for taxes or insurance. We account for these non-lease components together with the associated lease component for each of our asset classes.

The measurement of right-of-use assets and lease liabilities requires us to estimate appropriate discount rates. To the extent the rate implicit in the lease is readily determinable, such rate is utilized. However, based on information available at lease commencement for the majority of our leases, the rate implicit in the lease is not known. In these instances, we utilize an incremental borrowing rate, which represents the rate of interest that we would pay to borrow on a collateralized basis, over a similar term, an amount equal to the lease payments.

Our lease arrangements generally do not contain significant restrictions or covenants; however, certain of our vehicle and equipment leases include residual value guarantees, whereby we provide a guarantee to the lessor that the value of the underlying asset will be at least a specified amount at the end of the lease. Amounts probable of being owed under these guarantees are included within the measurement of the right-of-use asset and lease liability.

Lease Position

The following table presents our lease-related assets and liabilities as of December 31, 2021 and 2020 (in thousands):

	Classification on the Consolidated Balance Sheet	December 31, 2021	December 31, 2020
Assets			
Operating lease assets	Operating lease right-of-use assets	$ 260,778	$ 242,155
Finance lease assets	Property, plant and equipment, net	7,666	9,638
Total lease assets		$ 268,444	$ 251,793
Liabilities			
Current			
Operating	Operating lease liabilities, current	$ 57,814	$ 53,632
Finance	Current maturities of long-term debt and finance lease liabilities	3,320	3,995
Noncurrent			
Operating	Operating lease liabilities, long-term	220,836	205,362
Finance	Long-term debt and finance lease liabilities	4,717	5,971
Total lease liabilities		$ 286,687	$ 268,960

NOTE 16 - LEASES (Continued)

Lease Costs

The following table presents information related to our lease expense for the years ended December 31, 2021, 2020, and 2019 (in thousands):

	2021	2020	2019
Finance lease expense:			
Amortization expense	$ 4,255	$ 4,562	$ 4,575
Interest expense	255	355	427
Operating lease expense	70,928	69,208	66,650
Short-term lease expense (1)	150,500	139,706	149,528
Variable lease expense	5,421	5,441	4,924
Total lease expense	$ 231,359	$ 219,272	$ 226,104

(1) Short-term lease expense includes both leases and rentals with initial terms of one year or less and predominantly represents equipment used on construction projects.

Sublease rental income was approximately $0.2 million for the year ended December 31, 2021, and $0.5 million for each of the years ended December 31, 2020 and 2019.

Lease Term and Discount Rate

The following table presents certain information related to the lease terms and discount rates for our leases as of December 31, 2021 and 2020:

	December 31, 2021	December 31, 2020
Weighted-average remaining lease term:		
Operating leases	6.4 years	6.6 years
Finance leases	2.9 years	3.1 years
Weighted-average discount rate:		
Operating leases	3.20 %	3.59 %
Finance leases	2.61 %	3.24 %

Other Information

The following table presents supplemental cash flow information related to our leases for the years ended December 31, 2021, 2020, and 2019 (in thousands):

	2021	2020	2019
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows used for operating leases	$ 69,797	$ 65,016	$ 65,757
Operating cash flows used for finance leases	$ 255	$ 355	$ 427
Financing cash flows used for finance leases	$ 4,189	$ 4,470	$ 4,571
Right-of-use assets obtained in exchange for new operating lease liabilities	$ 80,661	$ 55,895	$ 84,089
Right-of-use assets obtained in exchange for new finance lease liabilities	$ 2,301	$ 4,558	$ 5,311

NOTE 16 - LEASES (Continued)

Maturity of Lease Liabilities

The following table reconciles our future minimum lease payments on an undiscounted cash flow basis to our lease liabilities reported in the Consolidated Balance Sheet as of December 31, 2021 (in thousands):

	Operating Leases	Finance Leases
2022	$ 65,528	$ 3,469
2023	56,229	2,238
2024	45,037	1,742
2025	36,077	705
2026	29,044	140
Thereafter	77,556	10
Total minimum lease payments	309,471	8,304
Less: Amount of lease payments representing interest	(30,821)	(267)
Present value of future minimum lease payments	$ 278,650	$ 8,037
Current portion of lease liabilities	$ 57,814	$ 3,320
Noncurrent portion of lease liabilities	220,836	4,717
Present value of future minimum lease payments	$ 278,650	$ 8,037

NOTE 17 - ADDITIONAL CASH FLOW INFORMATION

The following table presents information about cash paid for interest and income taxes for the years ended December 31, 2021, 2020, and 2019 (in thousands):

	2021	2020	2019
Cash paid during the year for:			
Interest	$ 5,259	$ 8,289	$ 12,683
Income taxes	$ 130,811	$ 145,386	$ 126,169

NOTE 18 - SEGMENT INFORMATION

We are one of the largest specialty contractors in the United States and a leading provider of electrical and mechanical construction and facilities services, building services, and industrial services. Our services are provided to a broad range of commercial, industrial, utility, and institutional customers through approximately 90 operating subsidiaries. Such operating subsidiaries are organized into the following reportable segments:

- United States electrical construction and facilities services;
- United States mechanical construction and facilities services;
- United States building services;
- United States industrial services; and
- United Kingdom building services.

For a more complete description of our operations, refer to Item 1. Business.

Our reportable segments reflect certain reclassifications of prior year amounts from our United States electrical construction and facilities services segment to our United States industrial services and our United States building services segments due to changes in our internal reporting structure aimed at realigning our service offerings.

NOTE 18 - SEGMENT INFORMATION (Continued)

The following tables present financial information for each of our reportable segments for the years ended December 31, 2021, 2020, and 2019 (in thousands):

	2021	2020	2019
Revenues from unrelated entities:			
United States electrical construction and facilities services	$ 2,015,466	$ 1,806,092	$ 1,961,798
United States mechanical construction and facilities services	3,922,864	3,485,495	3,340,337
United States building services	2,468,892	2,134,016	2,121,661
United States industrial services	986,407	940,895	1,327,556
Total United States operations	9,393,629	8,366,498	8,751,352
United Kingdom building services	509,951	430,563	423,259
Total operations	$ 9,903,580	$ 8,797,061	$ 9,174,611

	2021	2020	2019
Total revenues:			
United States electrical construction and facilities services	$ 2,019,400	$ 1,812,445	$ 1,965,483
United States mechanical construction and facilities services	3,939,753	3,502,131	3,370,960
United States building services	2,564,013	2,213,161	2,197,305
United States industrial services	1,021,217	956,373	1,351,448
Less intersegment revenues	(150,754)	(117,612)	(133,844)
Total United States operations	9,393,629	8,366,498	8,751,352
United Kingdom building services	509,951	430,563	423,259
Total operations	$ 9,903,580	$ 8,797,061	$ 9,174,611

	2021	2020	2019
Operating income (loss):			
United States electrical construction and facilities services	$ 168,363	$ 161,810	$ 147,817
United States mechanical construction and facilities services	319,112	292,536	225,040
United States building services	119,024	114,159	115,432
United States industrial services	(1,666)	1,175	57,529
Total United States operations	604,833	569,680	545,818
United Kingdom building services	27,998	20,660	18,323
Corporate administration	(102,031)	(98,542)	(101,726)
Restructuring expenses	—	(2,214)	(1,523)
Impairment loss on goodwill, identifiable intangible assets, and other long-lived assets	—	(232,750)	—
Total operations	530,800	256,834	460,892
Other items:			
Net periodic pension (cost) income	3,625	2,980	1,553
Interest expense	(6,071)	(9,009)	(13,821)
Interest income	949	1,521	2,265
Income before income taxes	$ 529,303	$ 252,326	$ 450,889

NOTE 18 - SEGMENT INFORMATION (Continued)

	2021	2020	2019
Capital expenditures:			
United States electrical construction and facilities services	$ 4,976	$ 8,674	$ 4,839
United States mechanical construction and facilities services	10,420	11,239	7,890
United States building services	11,236	10,372	14,370
United States industrial services	6,159	9,595	16,760
Total United States operations	32,791	39,880	43,859
United Kingdom building services	3,015	3,693	3,598
Corporate administration	386	4,396	975
Total operations	$ 36,192	$ 47,969	$ 48,432

	2021	2020	2019
Depreciation and amortization of property, plant and equipment:			
United States electrical construction and facilities services	$ 7,189	$ 6,693	$ 6,664
United States mechanical construction and facilities services	11,130	10,683	8,764
United States building services	12,354	12,325	12,752
United States industrial services	11,723	12,405	12,016
Total United States operations	42,396	42,106	40,196
United Kingdom building services	3,938	3,046	2,942
Corporate administration	2,013	1,569	807
Total operations	$ 48,347	$ 46,721	$ 43,945

	December 31, 2021	December 31, 2020	December 31, 2019
Contract assets:			
United States electrical construction and facilities services	$ 48,161	$ 30,728	$ 47,522
United States mechanical construction and facilities services	87,516	68,058	61,225
United States building services	44,625	31,304	30,557
United States industrial services	18,992	11,311	12,982
Total United States operations	199,294	141,401	152,286
United Kingdom building services	30,849	30,555	25,544
Total operations	$ 230,143	$ 171,956	$ 177,830

	December 31, 2021	December 31, 2020	December 31, 2019
Contract liabilities:			
United States electrical construction and facilities services	$ 198,247	$ 182,228	$ 166,448
United States mechanical construction and facilities services	406,509	386,180	317,083
United States building services	133,061	106,691	101,963
United States industrial services	16,481	17,304	15,548
Total United States operations	754,298	692,403	601,042
United Kingdom building services	33,836	29,849	22,600
Total operations	$ 788,134	$ 722,252	$ 623,642

NOTE 18 - SEGMENT INFORMATION (Continued)

	December 31, 2021	December 31, 2020	December 31, 2019
Long-lived assets:			
United States electrical construction and facilities services	$ 236,813	$ 176,708	$ 175,038
United States mechanical construction and facilities services	506,290	512,243	530,561
United States building services	509,096	493,274	459,934
United States industrial services	365,563	394,505	654,956
Total United States operations	1,617,762	1,576,730	1,820,489
United Kingdom building services	11,402	12,017	9,622
Corporate administration	2,535	4,356	1,431
Total operations	$ 1,631,699	$ 1,593,103	$ 1,831,542

	December 31, 2021	December 31, 2020	December 31, 2019
Total assets:			
United States electrical construction and facilities services	$ 848,306	$ 672,226	$ 736,688
United States mechanical construction and facilities services	1,668,419	1,542,531	1,536,325
United States building services	1,101,082	1,040,160	1,008,263
United States industrial services	589,017	550,513	916,308
Total United States operations	4,206,824	3,805,430	4,197,584
United Kingdom building services	241,740	227,894	181,147
Corporate administration	992,882	1,030,516	451,627
Total operations	$ 5,441,446	$ 5,063,840	$ 4,830,358

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of EMCOR Group, Inc. and subsidiaries:

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of EMCOR Group, Inc. and subsidiaries (the Company) as of December 31, 2021 and 2020, the related consolidated statements of operations, comprehensive income, equity and cash flows for each of the three years in the period ended December 31, 2021, and the related notes and financial statement schedule listed in the Index at Item 15(a)(2) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2021, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 24, 2022 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Revenue Recognition from Construction Contracts

Description of the Matter	As described in Note 3 to the consolidated financial statements, the Company generally recognizes revenue from construction contracts over time using a cost-to-cost input method in which the extent of progress is measured based on the ratio of costs incurred to date to the total estimated costs at completion. In addition, the revenue recognition process requires the Company to determine the transaction price that represents the amount of consideration to which the Company expects to be entitled. A significant portion of the Company's revenues for the year ended December 31, 2021 were derived from construction contracts. The determination of revenue recognized from construction contracts commonly requires the Company to estimate variable consideration that arises from pending change orders, contract claims, contract bonuses, and penalties, as well as to prepare estimates of the costs to complete contracts. Factors inherent in the estimation processes include, among others, historical experience with customers, the potential long-term nature of dispute resolutions, actions of third parties as well as the Company's experience with similar types of contracts. Due to uncertainties attributed to such factors, auditing revenue recognized from construction contracts involved especially challenging, subjective, and complex judgments.
How We Addressed the Matter in Our Audit	We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls related to revenue recognition from construction contracts. For example, we tested controls over the Company's determination and review of estimates of variable consideration, costs to complete, and the completeness and accuracy of data utilized in conjunction with such estimation processes. To test the amount of revenue recognized from construction contracts in the current period, we selected a sample of contracts and performed procedures to test the project revenue and cost forecasts. For example, we obtained and inspected the related contract agreements, amendments, and change orders to test the existence of customer arrangements and understand the scope and pricing of the related projects; performed inquiries of management and project personnel regarding facts and circumstances relevant to the accounting for such contracts; tested key components of the estimated costs to complete, including materials, labor, and subcontractors costs; agreed actual costs incurred to supporting documentation; and recalculated revenues recognized based on the project's percentage of completion and management's estimate of transaction price. In addition, we performed certain retrospective review procedures to assess management's historical ability to accurately estimate the transaction price and costs to complete contracts as well as to identify any significant or unusual changes in project revenue and cost forecasts during the period.

Valuation of Goodwill and Indefinite-Lived Intangible Assets

Description of the Matter	At December 31, 2021, the Company’s goodwill and indefinite-lived trade name intangible assets were approximately $890.3 million and $215.8 million, respectively. As discussed in Note 8 to the consolidated financial statements, goodwill and trade names with indefinite lives are tested for impairment at least annually. Auditing management’s annual impairment tests was especially complex and subjective due to the significant estimation required in determining the fair value of the reporting units for goodwill and the fair value of trade name intangible assets. In particular, the fair value estimates for goodwill were sensitive to significant assumptions inherent in the Company’s discounted estimated future cash flows such as the weighted average cost of capital, revenue growth rates, and operating margins. The fair value estimates for trade name intangible assets were sensitive to significant assumptions inherent in the Company’s discounted estimated future cash flows such as the royalty rate, discount rate, and revenue growth rates. The fair value estimates for goodwill and trade name intangible assets are affected by expectations about future market or economic conditions, including the effects of the COVID-19 pandemic and other macroeconomic events relevant to certain markets in which the Company operates.
How We Addressed the Matter in Our Audit	We obtained an understanding, evaluated the design, and tested the operating effectiveness of controls over the Company’s impairment review processes for goodwill and trade name intangible assets. For example, we tested management’s review controls over the valuation models and significant assumptions described above, including those developed by the Company's third-party valuation specialists. To test the estimated fair value of the Company’s reporting units and trade name intangible assets, with the support of a valuation specialist, we performed audit procedures that included, among others, assessing methodologies and testing the significant assumptions and completeness and accuracy of the underlying data used by the Company in its analyses. For example, we compared the significant assumptions used by management to the historical financial results of the Company’s reporting units and to current industry and economic trends. We assessed the historical accuracy of management’s estimates by comparing past projections to actual performance and performed sensitivity analyses of significant assumptions to evaluate the changes in fair value that would result from changes in the assumptions. In addition, we reviewed the reconciliation of the aggregate fair value of the Company’s reporting units to the market capitalization of the Company.

/s/ Ernst & Young LLP

We have served as the Company’s auditor since 2002.

Stamford, Connecticut
February 24, 2022

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors of EMCOR Group, Inc. and subsidiaries:

Opinion on Internal Control Over Financial Reporting

We have audited EMCOR Group, Inc. and subsidiaries' internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, EMCOR Group, Inc. and subsidiaries (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2021, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2021 consolidated financial statements of the Company and our report dated February 24, 2022 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Stamford, Connecticut
February 24, 2022

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

ITEM 9A. CONTROLS AND PROCEDURES

Based on an evaluation of our disclosure controls and procedures (as required by Rules 13a-15(b) of the Securities Exchange Act of 1934), our Chairman, President and Chief Executive Officer, Anthony J. Guzzi, and our Executive Vice President and Chief Financial Officer, Mark A. Pompa, have concluded that our disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934) are effective as of the end of the period covered by this report.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934). Our internal control over financial reporting is a process designed with the participation of our principal executive officer and principal financial officer or persons performing similar functions to provide reasonable assurance regarding the reliability of financial reporting and the preparation of our financial statements for external reporting purposes in accordance with U.S. generally accepted accounting principles.

Our internal control over financial reporting includes policies and procedures that: (a) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect our transactions and dispositions of assets, (b) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of our management and Board of Directors, and (c) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of our assets that could have a material effect on our financial statements.

Because of its inherent limitations, our disclosure controls and procedures may not prevent or detect misstatements. A control system, no matter how well conceived and operated, can only provide reasonable, not absolute, assurance that the objectives of the control system are met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

As of December 31, 2021, our management conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework established in *Internal Control-Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, management has determined that EMCOR's internal control over financial reporting was effective as of December 31, 2021.

The effectiveness of our internal control over financial reporting as of December 31, 2021 has been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in its report appearing in Item 8 of this Form 10-K, which such report expressed an unqualified opinion on the effectiveness of our internal control over financial reporting as of December 31, 2021.

Changes in Internal Control over Financial Reporting

In addition, our management with the participation of our principal executive officer and principal financial officer or persons performing similar functions has determined that no change in our internal control over financial reporting (as that term is defined in Rules 13(a)-15(f) and 15(d)-15(f) of the Securities Exchange Act of 1934) occurred during the fourth quarter of our fiscal year ended December 31, 2021 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this Item 10 with respect to directors is incorporated herein by reference to the section of our definitive Proxy Statement for the 2022 Annual Meeting of Stockholders entitled "Election of Directors," which Proxy Statement is to be filed with the Securities and Exchange Commission pursuant to Regulation 14A not later than 120 days after the end of the fiscal year to which this Form 10-K relates (the "Proxy Statement"). The information, if any, required by this Item 10 concerning compliance with Section 16(a) of the Securities Exchange Act of 1934 is incorporated herein by reference to the section of the Proxy Statement entitled "Delinquent Section 16(a) Reports." The information required by this Item 10 concerning the Audit Committee of our Board of Directors and Audit Committee financial experts is incorporated by reference to the section of the Proxy Statement entitled "Meetings and Committees of the Board of Directors" and "Corporate Governance." The information required by this Item 10 regarding stockholder recommendations for director candidates is incorporated by reference to the section of the Proxy Statement entitled "Recommendations for Director Candidates." Information regarding our executive officers is contained in Part I of this Form 10-K following Item 4 under the heading "Executive Officers of the Registrant." We have adopted a Code of Ethics that applies to our Chief Executive Officer and our Senior Financial Officers, which is listed on the Exhibit Index.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this Item 11 is incorporated herein by reference to the sections of the Proxy Statement entitled "Compensation Discussion and Analysis," "Executive Compensation and Related Information," "Potential Post Employment Payments," "Director Compensation," "Compensation Committee Interlocks and Insider Participation" and "Compensation Committee Report."

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this Item 12 (other than the information required by Section 201(d) of Regulation S-K, which is set forth below) is incorporated herein by reference to the sections of the Proxy Statement entitled "Security Ownership of Certain Beneficial Owners" and "Security Ownership of Management."

Securities Authorized for Issuance Under Equity Compensation Plans. The following table summarizes, as of December 31, 2021, certain information regarding equity compensation plans that were approved by stockholders and equity compensation plans that were not approved by stockholders.

	Equity Compensation Plan Information		
	A	B	C
Plan Category	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights	Weighted Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans (Excluding Securities Reflected in Column A)
Equity Compensation Plans Approved by Security Holders	472,410	$ —	895,682 (1)
Equity Compensation Plans Not Approved by Security Holders	—	—	—
Total	472,410	$ —	895,682 (1)

(1) Represents shares of our common stock available for future issuance under our 2010 Incentive Plan, which may be issued pursuant to the award of restricted stock, unrestricted stock and/or awards that are valued in whole or in part by reference to, or are otherwise based on the fair market value of, our common stock.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

The information required by this Item 13 is incorporated herein by reference to the sections of the Proxy Statement entitled "Compensation Committee Interlocks and Insider Participation" and "Corporate Governance."

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this Item 14 is incorporated herein by reference to the section of the Proxy Statement entitled "Ratification of Appointment of Independent Auditors."

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a)(1)	The following consolidated financial statements of EMCOR Group, Inc. and Subsidiaries are filed as part of this report under Part II, Item 8. Financial Statements and Supplementary Data:
	Financial Statements:
	Consolidated Balance Sheets - December 31, 2021 and 2020
	Consolidated Statements of Operations - Years Ended December 31, 2021, 2020, and 2019
	Consolidated Statements Comprehensive Income - Years Ended December 31, 2021, 2020, and 2019
	Consolidated Statements of Cash Flows - Years Ended December 31, 2021, 2020, and 2019
	Consolidated Statements of Equity - Years Ended December 31, 2021, 2020, and 2019
	Notes to Consolidated Financial Statements
	Reports of Independent Registered Public Accounting Firm (PCAOB ID: 42)
(a)(2)	The following financial statement schedule is included in this Form 10-K: Schedule II - Valuation and Qualifying Accounts
	All other schedules are omitted because they are not required, are inapplicable, or the information is otherwise shown in the consolidated financial statements or notes thereto.
(a)(3)	The exhibits filed in response to Item 601 of Regulation S-K are listed in the Exhibit Index.
(b)	Exhibit Index

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
3(a-1)	Restated Certificate of Incorporation of EMCOR filed December 15, 1994	Exhibit 3(a-5) to EMCOR's Registration Statement on Form 10 as originally filed March 17, 1995 ("Form 10")
3(a-2)	Amendment dated November 28, 1995 to the Restated Certificate of Incorporation of EMCOR	Exhibit 3(a-2) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 1995 ("1995 Form 10-K")
3(a-3)	Amendment dated February 12, 1998 to the Restated Certificate of Incorporation of EMCOR	Exhibit 3(a-3) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 1997 ("1997 Form 10-K")
3(a-4)	Amendment dated January 27, 2006 to the Restated Certificate of Incorporation of EMCOR	Exhibit 3(a-4) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2005 ("2005 Form 10-K")
3(a-5)	Amendment dated September 18, 2007 to the Restated Certificate of Incorporation of EMCOR	Exhibit A to EMCOR's Proxy Statement dated August 17, 2007 for Special Meeting of Stockholders held September 18, 2007
3(b)	Amended and Restated By-Laws and Amendments thereto	Exhibit 3(b) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2016 ("2016 Form 10-K")
4(a)	Sixth Amended and Restated Credit Agreement dated as of March 2, 2020 by and among EMCOR and a subsidiary and Bank of Montreal, as Agent and the lenders listed on the signature pages thereof	Exhibit 4(a) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended March 31, 2020 ("March 2020 Form 10-Q")
4(b)	Sixth Amended and Restated Security Agreement dated as of March 2, 2020 among EMCOR, certain of its U.S. subsidiaries, and Bank of Montreal, as Agent	Exhibit 4(b) to the March 2020 Form 10-Q
4(c)	Sixth Amended and Restated Pledge Agreement dated as of March 2, 2020 among EMCOR, certain of its U.S. subsidiaries, and Bank of Montreal, as Agent	Exhibit 4(c) to the March 2020 Form 10-Q
4(d)	Fifth Amended and Restated Guaranty Agreement dated as of March 2, 2020 by certain of EMCOR's U.S. subsidiaries in favor of Bank of Montreal, as Agent	Exhibit 4(d) to the March 2020 Form 10-Q
4(e)	Description of Registrant's Securities	Exhibit 4(e) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2020 ("2020 Form 10-K")
4(f)	LIBOR Cessation Letter Agreement	Filed herewith
10(a)	Form of Severance Agreement ("Severance Agreement") between EMCOR and each of R. Kevin Matz and Mark A. Pompa	Exhibit 10.1 to EMCOR's Report on Form 8-K (Date of Report April 25, 2005)
10(b)	Form of Amendment to Severance Agreement between EMCOR and each of R. Kevin Matz and Mark A. Pompa	Exhibit 10(c) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended March 31, 2007 ("March 2007 Form 10-Q")
10(c)	Letter Agreement dated October 12, 2004 between Anthony Guzzi and EMCOR (the "Guzzi Letter Agreement")	Exhibit 10.1 to EMCOR's Report on Form 8-K (Date of Report October 12, 2004)
10(d)	Form of Confidentiality Agreement between Anthony Guzzi and EMCOR	Exhibit C to the Guzzi Letter Agreement
10(e)	Form of Indemnification Agreement between EMCOR and each of its officers and directors	Exhibit F to the Guzzi Letter Agreement

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
10(f-1)	Severance Agreement (“Guzzi Severance Agreement”) dated October 25, 2004 between Anthony Guzzi and EMCOR	Exhibit D to the Guzzi Letter Agreement
10(f-2)	Amendment to Guzzi Severance Agreement	Exhibit 10(g-2) to the March 2007 Form 10-Q
10(g-1)	Continuity Agreement dated as of June 22, 1998 between R. Kevin Matz and EMCOR (“Matz Continuity Agreement”)	Exhibit 10(f) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 1998 ("June 1998 Form 10-Q")
10(g-2)	Amendment dated as of May 4, 1999 to Matz Continuity Agreement	Exhibit 10(m) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 1999 ("June 1999 Form 10-Q")
10(g-3)	Amendment dated as of January 1, 2002 to Matz Continuity Agreement	Exhibit 10(o-3) to EMCOR’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2002 (“March 2002 Form 10-Q”)
10(g-4)	Amendment dated as of March 1, 2007 to Matz Continuity Agreement	Exhibit 10(n-4) to the March 2007 Form 10-Q
10(h-1)	Continuity Agreement dated as of June 22, 1998 between Mark A. Pompa and EMCOR (“Pompa Continuity Agreement”)	Exhibit 10(g) to the June 1998 Form 10-Q
10(h-2)	Amendment dated as of May 4, 1999 to Pompa Continuity Agreement	Exhibit 10(n) to the June 1999 Form 10-Q
10(h-3)	Amendment dated as of January 1, 2002 to Pompa Continuity Agreement	Exhibit 10(p-3) to the March 2002 Form 10-Q
10(h-4)	Amendment dated as of March 1, 2007 to Pompa Continuity Agreement	Exhibit 10(o-4) to the March 2007 Form 10-Q
10(i-1)	Change of Control Agreement dated as of October 25, 2004 between Anthony Guzzi (“Guzzi”) and EMCOR (“Guzzi Continuity Agreement”)	Exhibit E to the Guzzi Letter Agreement
10(i-2)	Amendment dated as of March 1, 2007 to Guzzi Continuity Agreement	Exhibit 10(p-2) to the March 2007 Form 10-Q
10(i-3)	Amendment to Continuity Agreements and Severance Agreements with Anthony J. Guzzi, R. Kevin Matz and Mark A. Pompa	Exhibit 10(Q) to EMCOR’s Annual Report on Form 10-K for the year ended December 31, 2008 (“2008 Form 10-K”)
10(j)	Amendment dated as of March 29, 2010 to Severance Agreement with Anthony J. Guzzi, R. Kevin Matz and Mark A. Pompa	Exhibit 10.1 to Form 8-K (Date of Report March 29, 2010) (“March 2010 Form 8-K”)
10(k-1)	Severance Agreement dated as of October 26, 2016 between EMCOR and Maxine L. Mauricio	Exhibit 10(l-1) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended September 30, 2016 ("September 2016 Form 10-Q")
10(k-2)	Continuity Agreement dated as of October 26, 2016 between EMCOR and Maxine L. Mauricio (“Mauricio Continuity Agreement”)	Exhibit 10(l-2) to the September 2016 Form 10-Q
10(k-3)	Amendment dated April 10, 2017 to Mauricio Continuity Agreement	Exhibit 10(l-3) to EMCOR’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2017
10(l-1)	EMCOR Group, Inc. Long-Term Incentive Plan (“LTIP”)	Exhibit 10 to Form 8-K (Date of Report December 15, 2005)
10(l-2)	First Amendment to LTIP and updated Schedule A to LTIP	Exhibit 10(S-2) to 2008 Form 10-K
10(l-3)	Second Amendment to LTIP	Exhibit 10.2 to March 2010 Form 8-K
10(l-4)	Third Amendment to LTIP	Exhibit 10(q-4) to EMCOR’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2012 (“March 2012 Form 10-Q”)

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
10(l-5)	Fourth Amendment to LTIP	Exhibit 10(l-5) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2013
10(l-6)	Form of Certificate Representing Stock Units issued under LTIP	Exhibit 10(T-2) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2007 ("2007 Form 10-K")
10(l-7)	Fifth Amendment to LTIP	Exhibit 10(l-7) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2015 ("2015 Form 10-K")
10(l-8)	Sixth Amendment to LTIP	Exhibit 10(l-8) to 2015 Form 10-K
10(l-9)	Seventh Amendment to LTIP	Filed herewith
10(m)	Key Executive Incentive Bonus Plan, as amended and restated	Exhibit B to EMCOR's Proxy Statement for its Annual Meeting held June 13, 2013
10(n)	Amended and Restated 2010 Incentive Plan	Exhibit 10.1 to Form 8-K (Date of Report June 11, 2020)
10(o)	EMCOR Group, Inc. Employee Stock Purchase Plan	Exhibit C to EMCOR's Proxy Statement for its Annual Meeting held June 18, 2008
10(p)	Director Award Program Adopted May 13, 2011, as amended and restated December 14, 2011	Exhibit 10(n)(n) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2011
10(q)	Form of Non-LTIP Stock Unit Certificate	Exhibit 10(p)(p) to the March 31, 2012 Form 10-Q
10(r)	Form of Director Restricted Stock Unit Agreement	Exhibit 10(k)(k) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012 ("June 2012 Form 10-Q")
10(s)	Director Award Program, as Amended and Restated December 16, 2014	Exhibit 10(z) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2014
10(t)	EMCOR Group, Inc. Voluntary Deferral Plan	Exhibit 10(E)(E) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2012 ("2012 Form 10-K")
10(u)	First Amendment to EMCOR Group, Inc. Voluntary Deferral Plan	Exhibit 10(e)(e) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2013
10(v)	Form of Executive Restricted Stock Unit Agreement	Exhibit 10(F)(F) to 2012 Form 10-K
10(w)	Executive Compensation Recoupment Policy	Exhibit 10(h)(h) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2015
10(x)	Restricted Stock Unit Award Agreement dated June 30, 2017 between EMCOR and Mark A. Pompa	Exhibit 10(f)(f) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2017
14	Code of Ethics of EMCOR for Chief Executive Officer and Senior Financial Officers	Exhibit 14 to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2003
21	List of Significant Subsidiaries	Filed herewith
23.1	Consent of Ernst & Young LLP	Filed herewith
31.1	Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by Anthony J. Guzzi, the Chairman, President and Chief Executive Officer	Filed herewith
31.2	Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by Mark A. Pompa, the Executive Vice President and Chief Financial Officer	Filed herewith
32.1	Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the Chairman, President and Chief Executive Officer	Furnished
32.2	Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the Executive Vice President and Chief Financial Officer	Furnished
95.1	Information concerning mine safety violations or other regulatory matters	Filed herewith

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
101	The following materials from EMCOR Group, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2021, formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) the Consolidated Balance Sheets, (ii) the Consolidated Statements of Operations, (iii) the Consolidated Statements of Comprehensive Income, (iv) the Consolidated Statements of Cash Flows, (v) the Consolidated Statements of Equity and (vi) the Notes to Consolidated Financial Statements.	Filed
104	Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101)	Filed

Pursuant to Item 601(b)(4)(iii) of Regulation S-K, upon request of the Securities and Exchange Commission, the Registrant hereby undertakes to furnish a copy of any unfiled instrument which defines the rights of holders of long-term debt of the Registrant's subsidiaries.

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: February 24, 2022

EMCOR GROUP, INC.
(Registrant)

BY: /s/ ANTHONY J. GUZZI
Anthony J. Guzzi
Chairman, President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities indicated on February 24, 2022.

/s/ ANTHONY J. GUZZI **Anthony J. Guzzi**	Chairman, President and Chief Executive Officer (Principal Executive Officer)
/s/ MARK A. POMPA **Mark A. Pompa**	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
/s/ JASON R. NALBANDIAN **Jason R. Nalbandian**	Vice President and Chief Accounting Officer (Principal Accounting Officer)
/s/ JOHN W. ALTMEYER **John W. Altmeyer**	Director
/s/ RONALD L. JOHNSON **Ronald L. Johnson**	Director
/s/ DAVID H. LAIDLEY **David H. Laidley**	Director
/s/ CAROL P. LOWE **Carol P. Lowe**	Director
/s/ M. KEVIN MCEVOY **M. Kevin McEvoy**	Director
/s/ WILLIAM P. REID **William P. Reid**	Director
/s/ STEVEN B. SCHWARZWAELDER **Steven B. Schwarzwaelder**	Director
/s/ ROBIN WALKER-LEE **Robin Walker-Lee**	Director

SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS
(In thousands)

Description	Balance at Beginning of Year	Costs and Expenses	Cumulative Effect Adjustment (1)	Deductions (2)	Balance at End of Year
Allowance for credit losses					
Year Ended December 31, 2021	$ 18,031	8,041	—	(2,538)	$ 23,534
Year Ended December 31, 2020	$ 14,466	3,269	3,150	(2,854)	$ 18,031
Year Ended December 31, 2019	$ 15,361	2,628	—	(3,523)	$ 14,466

(1) Represents the adjustment to our allowance for credit losses, which was recorded to retained earnings upon the adoption of Accounting Standards Codification Topic 326.

(2) Deductions primarily represent uncollectible balances of accounts receivable written off, net of recoveries.

EXHIBIT 21

LIST OF SIGNIFICANT SUBSIDIARIES	JURISDICTION OF INCORPORATION
Dyn Specialty Contracting, Inc.	Virginia
MES Holdings Corporation	Delaware
EMCOR Construction Services, Inc.	Delaware
EMCOR International, Inc.	Delaware
EMCOR Mechanical/Electrical Services (East), Inc.	Delaware
EMCOR (UK) Limited	England
EMCOR Group (UK) plc	England
EMCOR Facilities Services, Inc.	Ohio
EMCOR-CSI Holding Co.	Delaware
FR X Ohmstede Acquisitions Co.	Delaware
RepconStrickland, Inc.	Delaware

EXHIBIT 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statement (Form S-8 No. 333-168503) pertaining to the 2010 Incentive Plan of EMCOR Group, Inc.,

(2) Registration Statement (Form S-8 No. 333-152764) pertaining to the EMCOR Group, Inc. Employee Stock Purchase Plan,

(3) Registration Statement (Form S-8 No. 333-147015) pertaining to the 2007 Incentive Plan of EMCOR Group, Inc.,

(4) Registration Statement (Form S-8 No. 333-112940) pertaining to the EMCOR Group, Inc. Stock Option Agreements dated as of January 4, 1999, May 5, 1999, January 3, 2000, January 2, 2001, December 14, 2001, January 2, 2002, June 19, 2002, October 25, 2002, January 2, 2003, February 27, 2003, and January 2, 2004, the EMCOR Group, Inc. 2003 Non-Employee Directors' Stock Option Plan and the EMCOR Group, Inc. 2003 Management Stock Incentive Plan, and

(5) Registration Statement (Form S-8 No. 333-186926) pertaining to the EMCOR Group, Inc. Voluntary Deferral Plan;

of our reports dated February 24, 2022, with respect to the consolidated financial statements of EMCOR Group, Inc. and subsidiaries, and the effectiveness of internal control over financial reporting of EMCOR Group, Inc. and subsidiaries, included in this Annual Report (Form 10-K) of EMCOR Group, Inc. for the year ended December 31, 2021.

/s/ Ernst & Young LLP

Stamford, Connecticut
February 24, 2022

EXHIBIT 31.1

CERTIFICATION

I, Anthony J. Guzzi, certify that:

1. I have reviewed this annual report on Form 10-K of EMCOR Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)), and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 24, 2022

/s/ ANTHONY J. GUZZI

Anthony J. Guzzi
Chairman, President and
Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION

I, Mark A. Pompa, certify that:

1. I have reviewed this annual report on Form 10-K of EMCOR Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)), and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: February 24, 2022

/s/ MARK A. POMPA

Mark A. Pompa
Executive Vice President and
Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of EMCOR Group, Inc. (the “Company”) on Form 10-K for the period ended December 31, 2021 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Anthony J. Guzzi, Chairman, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 24, 2022

/s/ ANTHONY J. GUZZI

Anthony J. Guzzi
Chairman, President and
Chief Executive Officer

EXHIBIT 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of EMCOR Group, Inc. (the "Company") on Form 10-K for the period ended December 31, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Mark A. Pompa, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 24, 2022

/s/ MARK A. POMPA

Mark A. Pompa
Executive Vice President and
Chief Financial Officer

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Edward W. Powers, Deputy County Executive

FROM: Department of Public Works

DATE: March 24, 2022

SUBJECT: Traffic Signal System Operation Phase 4
Recommendation to Amend Professional Services Agreement
Welsbach Corp of LI
Agreement No: H6200003E
Encumbrance No: CHPW16000015

This Department is requesting approval to amend the existing personal services agreement H6200003E with the Construction firm, Welsbach Electric Corp of LI. This amendment is necessary for the payment of services provided through the extension of the contract. The subject agreement with Welsbach Electric was originally set to expire on October 31, 2019 and was extended by Commissioner's letter for an additional three months, until January 31, 2020.

Welsbach Electric has performed maintenance and operations services for the subject project starting November 1, 2016, as prescribed by their Notice to Proceed. Due to delays in the Federal Aid Contract process, the County had to extend the subject contract by three months. This decision was made in order to ensure continued maintenance and operations of our Traffic Signal Communication infrastructure and to avoid any public safety issues.

As such, in accordance with the applicable terms and conditions of the agreement, this Department desires to increase the dollar value of the contract by $42,964.01 increasing the contract amount to $2,491,464.01. This increase will allow the County to pay Welsbach Electric's final claim and close out the project.

If you approve or disapprove the above request, please signify below, and return this memo to the office for appropriate action.

Kenneth G. Arnold
Commissioner

KGA:JGP:HTL:jd
c: Joseph G. Pecora, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Harold T. Lutz, Director of Traffic Engineering
Jeff Lindgren, Project Manager

APPROVED:	DISAPPROVED:
03/24/2022	
Edward W. Powers Date	Edward W. Powers Date
Deputy County Executive	Deputy County Executive

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Timothy P. Miller President / C.E.O.

Name and Title of Authorized Representative

Signature 03/28/2022
Date

Welsbach Electric Corp. of L.I.

Name of Organization

300 Newtown Road, Plainview, NY 11803

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

LAURA CURRAN
NASSAU COUNTY EXECUTIVE

KENNETH G. ARNOLD, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

October 21, 2019

Mr. Joseph Florio, President
Welsbach Electric Corp., L.I.
300 Newtown Road
Plainview, New York 11803

Re: Traffic Signal System Operations Phase IV
Contract No. H6200003E
Encumbrance No. CHPW16000015
Extension of Time

Dear Mr. Florio:

You are hereby advised that an extension of time for project H6200003E has been granted for the time period November 1, 2019 to January 31, 2020.

This extension of time is not an acknowledgement by the County that the same was caused by any action on the part of the County and shall not serve to relieve you from any of the terms and conditions of the contact or from full responsibility of performance of the obligations there under. The County specifically reserves any and all claims, causes of action and the right to assess damages against you or your surety. As indicated in the contract documents, the prevailing unit bid prices will be retained.

If you should have any questions, please contact Mr. Jeff Lindgren, Project Manager at (516) 571-6998.

Very truly yours,

Kenneth G. Arnold, P.E.
Commissioner of Public Works

KGA:JGP:HTL:jd
c: Michael Pulitzer, Clerk of the Legislature
Joseph G. Pecora, Deputy Commissioner of Public Works
Harold T. Lutz, Director of Traffic Engineering
Jeff Lindgren, Project Manager
Matt Duffy, Inspector, Comptroller's Office

B21-16
231-16

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS

WESTBURY, NEW YORK 11590 - 2723

NASSAU COUNTY STATE OF NEW YORK

NASSAU COUNTY SIGNAL SYSTEM OPERATIONS PHASE IV COUNTYWIDE

NASSAU COUNTY, NEW YORK

H6200003E, PIN 0760.81

Responsible Local Official

Richard R. Walker
Chief Deputy County Executive

Licensed Professional

Shila Shah-Gavnoudias, P.E.
Commissioner of Public Works

U.S. Department of Transportation
Federal Highway Administration

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

Signal System Operations Phase IV
Contract No. H62000-03E
PIN 0760.81

INDEX

NO TEXT ON THIS PAGE

Nassau County
Department of Public Works

NOTICE TO BIDDERS

Sealed Proposals, invited by the County of Nassau, will be received by the County Executive of Nassau County, in the office of the Clerk of the Nassau County Legislature, Room 117, in the Theodore Roosevelt Executive and Legislative Building, 1550 Franklin Avenue, Mineola, New York, on **March 22, 2016 until 10:30 AM**, at which time the Proposals where accompanied with and presented separate from the required Bid Security will be publicly opened and read aloud, in the Meeting Room of the Nassau County Legislature, and the contract awarded as soon thereafter as practicable for:

Signal System Operations Phase 4
County-wide
Contract PIN 0760.81

Contract No. H62000-03E

This contract will provide personnel to operate and maintain the County's traffic signal and ITS communications infrastructure.

Instructions to Bidders, Form of Bid Bond, Proposal, Form of Agreement, Specifications and the Plans, herein called the "Contract Documents", may be examined at the Permit Office of the Department of Public Works, first floor, 1194 Prospect Avenue, Westbury, Nassau County, New York, 11590-2723, Phone No. (516) 571-6840, **from 9:00 AM on February 19, 2016 until 3:45 PM on March 18, 2016 (closed daily from 12:00 Noon to 1:00 P.M).** Copies of the Contract Documents will be available at the time and place indicated on a CD in PDF format.

This Contract will be subject to Nassau County Section 101 of Local Law No. 14-2002, and Local Law No. 9-2002, which requires that firms entering into contracts must participate in registered and approved apprenticeship training programs. At the time of bid submission, the Contractor and its proposed Subcontractors shall submit as part of its bid an affidavit of participation in approved apprenticeship training programs that are appropriate for the type and scope of work to be performed under the Agreement. The apprenticeship training programs shall be registered with, and approved by, the New York State Commissioner of Labor in accordance with Article 23 of the New York State Labor Law. Note that if the Contractor does not comply with these requirements, the Commissioner may declare the Contractor's bid proposal non-responsive and award the Contract to the next lowest responsible Bidder.

SUBCONTRACTOR LISTS - In accordance with GML § 101, for projects (1) to which a project labor agreement applies, (Labor Law Section 222) and, additionally, (2) on a public work contract for which separate specifications have not been prepared, each Bidder shall submit with its bid a separate sealed list on the forms provided with the proposal forms that names each subcontractor (for the following enumerated work, if applicable) that the Bidder intends to use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus and (3) electric wiring and standard illuminating fixtures. Notwithstanding the forgoing, all subcontractors must be approved by the Commissioner in writing prior to such subcontractor's performance of any work.

In order to ensure that you are submitting bids based on the plans and specifications provided by the Department, please be advised that the Department will only accept bids from bidders who are on the "List of Bidders" who purchased the plans and specifications from the Department.

A non-refundable fee of **$300.00** by check or money order, payable to the Nassau County Treasurer, will be required for each set of Contract Documents requested. Prospective bidders requesting Contract Documents by mail must remit an additional, non-refundable, fee of $30.00 per set to cover handling and first class mailing.

Security for Bid as set forth herein must be presented with the Bid.
"FAILURE TO PROVIDE THE REQUIRED SECURITY WILL RENDER THE BIDDER NON-RESPONSIVE AND THE BID WILL NOT BE ACCEPTED, OPENED OR READ ALOUD. IN ADDITION, FAILURE TO PROVIDE THE REQUIRED SUBCONTRACTOR INFORMATION AT THE TIME OF BID OPENING MAY RENDER THE BIDDER NON-RESPONSIVE".

Please be advised that the DBE goal for the subject County Federal Aid Project was set at 3%. The project also has a 5.8% Minority participation goal along with a 6.9% Female participation goal. The anticipated start date of this contract is May 29, 2016.

All questions should be submitted in writing **by no later than 4:00 pm on Friday, March 11, 2016**, to the attention of Jeff Lindgren, Project Manager, 1194 Prospect Ave., Westbury, N.Y. 11590. Questions may also be e-mailed to jlindgren@nassaucountyny.gov. No faxed questions will be accepted.

Dated at Mineola, LI
February 17, 2016

By Order of Edward P. Mangano, County Executive
By William J. Muller III, Clerk of the Legislature

INSTRUCTIONS TO BIDDERS

A. RECEIPT AND OPENING OF BIDS

The County of Nassau, State of New York, invites bids on the forms attached hereto, all blanks of which must be properly completed. Bids together with Bid Security will be received by the Clerk of the Legislature of Nassau County, Room 117, in the Theodore Roosevelt Executive and Legislative Building, 1550 Franklin Avenue, Mineola, New York until 10:30 A.M., on the date noted in the Notice to Bidders, and Bids accompanied with Bid Security will be opened and read aloud in the Legislative Chambers Theodore Roosevelt Executive and Legislative Building.

B. BIDDER'S OBLIGATIONS

1. Bidders shall be responsible at the time of bidding for completing all certifications required by these Contract Documents. Failure to comply with this requirement may cause the bidder to be considered non-responsive and therefore not eligible for award.

2. Bidders are cautioned not to submit proposals without having carefully examined the entire site of the proposed work and the adjacent premises, and the various means of approach to the site and shall make all necessary investigations to inform themselves thoroughly as to the facilities for delivering, placing, and operating the necessary plant, and for delivering and handling the material at the site, and to inform themselves thoroughly as to all the difficulties involved in the completion of all work under this contract in accordance with its requirements.

3. Bidders shall examine the Drawings and Specifications and exercise their own judgment as to the nature and amount of the whole of the work to be done and, for the bid prices, shall assume all risk of variance by whomsoever made in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.

4. The Contractor shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the County.

5. The County may have acquired for its own use certain information relating to the probable profiles of the ground,

conditions below ground and water surfaces to be encountered at the site of the proposed work some of which may be shown on the plans. If such information is shown or given, the County makes no representation or warranty as to its existence or accuracy. The Bidder will be permitted to see and examine any information in the possession of the County for whatever value he considers it worth. The Bidder shall satisfy himself as to the nature of all subsurface conditions, by making any and all investigations he may deem necessary.

6. No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of a Contractor to fulfill in every detail all of the requirements of the Contract Documents; or will be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time.

7. Bidders are warned that the estimates of the quantities of the various items of work and materials as set forth in the Proposal form are approximate only and are given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be less or more than so estimated; and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.

8 Bidders are cautioned that, where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities of Glen Cove or Long Beach, the Contractor shall be required to have such a license.

C. DEFINITIONS

The Bidder's attention is directed to that Article of the Agreement and/or General Conditions which defines various words and expressions used therein.

D. FORM, PREPARATION AND PRESENTATION OF PROPOSALS

1. For particulars as to the quantity and quality of the supplies, materials, and equipment to be furnished and the nature and extent of the work or labor to be done, prospective

bidders are referred to the Contract Documents which may be obtained or examined at the Receptionist's Office of the Department of Public Works.

2. Each bid shall be submitted upon the prescribed proposal form. All blank spaces for bid prices must be filled in, in ink, in both words and figures, with the unit or total sum, or both, for which the proposal is made. If proposals contain any omission, erasures, alterations, additions or items not called for in the itemized proposal or contain irregularities of any kind, such may constitute cause for rejection of bid. In case of any discrepancy in the unit price or amount bid for any item in the proposal, the unit price, as expressed in written words, shall govern. Each proposal shall specify the correct total sum of the bid. This total sum shall be the correct sum of all items indicated on the proposal form. The correct total sum shall be used to determine the lowest bidder. In the case of a proposal containing unit price items, the correct total sum shall be arrived at by the correct computation, to the hundredth of a dollar ($0.00), of all items contained in the proposal at the unit prices bid, and correctly adding the amount bid for each item. If a bidder incorrectly computes the total sum, the Commissioner will, in all cases, cause the proposal to be corrected, up or down, in accordance with the precedence and procedure specified above, and the corrected total sum will be used to determine the ranking of the bidder. IN NO CASE IS THE AGREEMENT TO BE FILLED OUT OR SIGNED BY THE BIDDER.

E. SUBMISSION OF BIDS

1. The bid must be signed and verified, and be presented on the prescribed form in a sealed envelope on or before the time at the place mentioned in the Notice to Bidders, endorsed with the name of the person, firm or corporation presenting it, the date of presentation, and the title of the work for which the bid is made. (If forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed as specified in the Notice to Bidders, preferably by certified mail). Bid Security shall also be presented with the BID and shall be **<u>OF THE BID BOND FORM PROVIDED</u>** and presented in a sealed envelope, marked "Bid Security," and submitted separate from the BID. Said sealed envelope shall bear the contract number of the BID it is presented with and then **"attached to the <u>OUTSIDE</u> of the envelope containing the BID."**

2. SUBCONTRACTOR LISTS - In accordance with GML § 101, for projects (1) to which a project labor agreement applies, (Labor Law Section 222) and, additionally, (2) on a public work contract, for which separate specifications have **NOT** been prepared, each Bidder shall submit with its bid a separate sealed list on the forms provided with the proposal forms that names each subcontractor(for the following enumerated work, if applicable) that the Bidder intends to use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus and (3) electric wiring and standard illuminating fixtures. Notwithstanding the forgoing, all subcontractors must be approved by the Commissioner in writing prior to such subcontractor's performance of any work. Subcontractors should be approved by the Sponsor and included in a list in the Construction Management Plan (CMP), along with their respective contract item(s) of work. All subcontractors must submit the AAP 33LL(Monthly Employment Utilization form(s)) to the prime contractor for submittal to NYSDOT when submitting payment requisition forms along with any applicable AAP 21LL form(s), Contractor Report of Contract Payments. These two forms must be printed from the EBO system and included with the payment. The contractor shall submit at the Pre-construction meeting a copy of CONR 89LL forms for each of the approved subcontractors indicating the particular items of work, and these sheets will be included as part of the project records.

F. BIDDING PROTEST PROCEDURE

1. If a Bid Protest is contemplated, the County of Nassau must be notified immediately, in writing. The notification must contain facts in support of the protest, and directed to the Office of the Clerk of the Nassau County Legislature and copied to the Department of Public Works.

William Muller
Clerk of the Legislature
1550 Franklin Avenue
Mineola, NY 11501

Shila Shah-Gavnoudias, P.E.
Office of the Commissioner
1194 Prospect Avenue
Westbury, NY 11590

2. A written decision relative to the Bid Protest will be sent, to the person protesting, prior to accepting bids or awarding of contract. If the decision is not acceptable, or you feel that further action is warranted, then you may pursue available legal remedies.

G. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Drawings,
Specifications or other Contract Documents will be made to any
Bidder orally. Prospective bidders must request in writing
such interpretation from the Commissioner and such
interpretation will be given in writing. To be given
consideration, such request must be received at least seven
working days prior to the date fixed for the opening of bids.
Any and all such interpretations and any supplemental
instructions will be in the form of written addenda which, if
issued, will be sent by certified mail, with return receipt
requested, to all prospective bidders (at the respective
address furnished for such purposes) not later than five (5)
working days prior to the date fixed for the opening of bids.
Failure of any bidder to receive any such addenda or
interpretation shall not relieve any bidder from any
obligation under his bid as submitted. All addenda so issued
shall become part of the Contract Document.

H. BID SECURITY

1. The proposal must be accompanied either by a certified check
of a Bank or Trust Company with its principal place of
business in New York State in an amount equal to not less than
10% of the amount bid, made payable to the County of Nassau as
assurance that the bid is made in good faith; or a BID BOND in
an amount of not less than 10% of the amount bid. **BIDDER MUST**
USE THE BID BOND FORM PROVIDED HEREIN. The American Institute
of Architects or similar substitute forms **OR FORMS IDENTICAL**
TO THAT PROVIDED HEREIN will **NOT** be accepted (see Form of Bid
Bond immediately following the Instruction to Bidders). **The**
BID BOND must be affixed to the OUTSIDE of the envelope
containing the BID as indicated earlier in the INSTRUCTIONS TO
BIDDERS. FAILURE TO PROVIDE SUCH BID BOND OR CERTIFIED CHECK
WITH THE BID WILL RENDER THE BIDDER NON-RESPONSIVE AND THE BID
WILL NOT BE ACCEPTED, OPENED OR READ ALOUD.

2. If after opening the BID, the Bid Security is found to be less
than the required 10%, the BID will at that point be
determined to be non-responsive and the BID will be rejected.

3. All Bonds shall be issued by a Surety Company authorized to do
business in the State of New York as evidenced by either the
Surety Company's most recent Certificate of Solvency under
Section 1111 of the New York Insurance Law, a copy of which
shall be attached to the Bond **OR** issued by a Surety Company

listed in the most recent copy of the Department of Treasury=s Listing of Approved Sureties (Department Circular 570). The amount of such Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

4. Within three days after the opening of bids, the bid security of all but the three lowest bidders will be returned. The bid security of the remaining bidders will be returned within two days after the execution of the Contract.

5. If the Bidder to whom the Contract is awarded refuses or neglects to execute it, or fails to furnish the required security and insurance, within ten (10) days of the date of the Notice of Award, the amount of his bid security shall be forfeited and shall be retained by the County as liquidated damages. No plea of mistake in a bid shall be available to the Bidder for the recovery of his bid security or as a defense to any action based on the neglect or refusal to execute a contract.

I. QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

QUALIFICATIONS: A form for qualification of bidders, giving evidence of sufficient facilities, equipment, and experience to insure completion of the work is provided with the proposal and must be properly filled in, sworn to and submitted as part of the proposal although additional information may be sought as provided in the RESPONSIBILITY section below.

RESPONSIBILITY: The COUNTY, in determining the responsibility of the apparent lowest bidder, may require, and the apparent lowest responsible bidder shall Provide, such information as the COUNTY deems necessary in order to ascertain the pecuniary and financial responsibility, accountability, operational responsibleness, reliability, skill, capacity, ability, judgment, integrity and moral worth of the apparent lowest responsible bidder. In the event that the apparent lowest bidder shall be rejected or fails to furnish the requested information and thereby is disqualified and/or otherwise determined to be not responsible, the next lowest bidder shall become the apparent lowest responsible bidder.

Procurement shall only be conducted with responsible vendors who have the technical and financial competence to perform as well as an exemplary record of integrity. Before selecting a vendor, Nassau County intends to review the federal and state lists of vendors excluded from procurement. Contracts shall not be awarded to debarred, suspended, or ineligible vendors. Accordingly, responses must include a completed NYS Vendor Responsibility Questionnaire and notarized certification, along with verification that a completed NYS Vendor Responsibility Questionnaire has been filed with the NYS Office of the State Comptroller. http://www.osc.state.ny.us/vendrep/.

1. The COUNTY may require the apparent lowest responsible bidder, in addition to other information, to furnish the following items:

   a. Description of its experience with projects of similar comparative size, complexity, and cost within recent years, together with documentary evidence of such projects; demonstration of Contractor's ability and capacity to perform a substantial portion of the Project with its own forces.

   b. Description of the bidder's proposed approach to the project; with a breakdown of the major construction activities; the sequence they will be performed; and their durations.

   c. Documentation from previous projects regarding: timeliness of performance; quality of work; extension requests; labor disputes; litigation and/or arbitration arising from such work, including fines and penalties imposed and payment thereof; liens filed; history of claims for extra work; contract defaults; together with explanations of same.

   d. Identification and description of any projects within the previous five years that the apparent lowest bidder was determined by a municipality not to be a responsible bidder, the reasons given by such municipality therefore, together with an explanation thereof.

   e. An adequate demonstration of financial responsibility, which may include, in the COUNTY'S discretion, a Certified Financial Statement prepared by a Certified Public Accountant, to assure that the apparent lowest bidder possesses adequate resource and availability of credit and the means and ability to procure insurance and bonds required for the project.

f. Disclosure of any suspensions or revocations of any professional license of any director, officer, owner, or managerial employee of the apparent lowest bidder, to the extent that any work to be performed is within the field of such licensed profession.

g. Disclosure of any and all Occupational Safety and Health Act (OSHA) violations within the previous three years, as well as all notices of OSHA violations filed against the apparent lowest bidder in the same three year Period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation.

h. Disclosure of any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities.

i. Certification and list of equipment owned and/or leased by the apparent lowest bidder that will be utilized on the project, together with maintenance records and such assurances regarding safety thereof as the County considers appropriate.

j. Disclosure of any litigation (including copies of Pleadings) in which the apparent lowest bidder has been named as a Defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years.

k. Disclosure of violations of the Prevailing Wage and Supplement payment Requirements of the Labor Law, and any other Labor Law provisions, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

l. Disclosure of violations of the Workers' Compensation Law, including, but not limited to the failure to provide proof of Workers' Compensation or Disability coverage and/or any lapses thereof.

m. Disclosure of any criminal convictions or criminal indictments, involving the apparent lowest bidder, its officers, directors, owners and/or managerial employees, within the past five years.

n. Disclosure of any violations within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.

o. Identify all work to be subcontracted along with its value and when requested by the County identifying the firm(s) to which the work will be Subcontracted. All Subcontractors are subject to the approval of the County. The approval of the Subcontractors by the County, as provided in the general conditions, may be subject to the same evaluation of responsibility.

2. Prior to a final determination that the apparent lowest bidder is not responsible, the County shall notify the party of the same, in writing, relaying the initial determination of non-responsibility. The apparent lowest bidder will have ten (10) calendar days to make an appeal, in writing, to the Commissioner. If such an appeal is made, the Commissioner, per established procedure, will convene a Standing Committee to hear the bidder's appeal. The Committee will render a final decision in the matter. Failure by the bidder to make an appeal within the ten (10) calendar day period will render the initial determination of non-responsibility final.

3. In the event the amount of the lowest bid appears disproportionately low when compared with the estimates undertaken by or on behalf of the COUNTY and/or compared to other bids submitted, the COUNTY reserves the right to inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.

NOTWITHSTANDING THE ABOVE, THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AS ELSEWHERE PROVIDED HEREIN.

J. SECURITY FOR FAITHFUL PERFORMANCE

The successful bidder shall execute both a Performance Bond and a Labor and Material Payment Bond on forms as hereto attached, (See form of Performance Bond and Form of Labor and Material Payment Bond Immediately following the section entitled "Agreement".) each in the amount of one hundred percent (100%) of the contract price, to remain in effect for the duration of the contract, which includes the Maintenance/Guarantee period. Such bonds to be executed by a surety company authorized to do business in the State of New York and acceptable to the County Comptroller; or bonds secured by collateral, or securities approved by the County Comptroller, and approved as to form and manner of execution by the County Attorney. The Attorney-in-fact who sign contract bonds, must file with such bonds a certified copy of the power of attorney to sign these bonds.

All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by either the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy which **must** be attached to the Bond **OR** issued by a Surety Company listed in the most recent copy of the Department of Treasury's listing of Approved Sureties (Department Circular 570). The amount of said Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

K. INSURANCE REQUIREMENTS

The successful bidder will be required to provide the types of insurance specified in the Agreement, General Conditions and Supplementary Conditions.

L. REJECTION OF BIDS

1. The County reserves the right to reject any bid if the evidence submitted in the statement of the Bidder's qualifications or if investigation of such Bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

2. Conditional bids will not be accepted. The County reserves the right to reject any and all bids and to accept the bid which it deems most favorable to the interest of the County, after all bids have been examined and canvassed.

M. BASIS OF AWARD

The Contract will be awarded, if at all, to the lowest responsive responsible bidder, as determined by the County Executive and by terms and conditions of the Contracts.

N. STAGING AND STORAGE AREAS

Where appropriate and available, the County will permit the successful bidder to utilize County-owned property in accordance with Specific Conditions as a staging and storage area. Bidders are advised to contact the office of Contracts and Permits to determine if such arrangements are available for the specific contract being bid.

O. CONTRACT PROCESSING FEE

In accordance with the provisions of Ordinance No. 201-2001, passed by the Legislature and approved by the County Executive (original on file with the Clerk of the Legislature), the successful bidder upon signing contracts will be required to pay the following fee schedule service charge for the administration of the contract by the County of Nassau:

Value of Contract	Administrative Fee
\$0 - \$5000	\$0
\$5001 - \$50,000	\$160
\$50,001 - \$100,000	\$266
Over \$100,000	\$533

All checks are to be made payable to the Nassau County Treasurer.

P. STATE LAWS

1. Foreign Contractors must comply with provisions of Articles 9a, 16 and 16a of the Tax Law, as amended, prior to submission of the proposal for the performance of the work. The Certificate of the New York State Department of Taxation and Finance (TP-310) to the effect that all taxes have been paid by the foreign Contractor shall be conclusive proof of the payment of taxes. The term "foreign Contractor" as used herein means, in the case of an individual, a person who is a legal resident of another state or foreign country; in the case of a firm or co-partnership, one having one or more

partners who is a legal resident of another state or foreign country; and, in the case of a corporation, one having its principal place of business in another state or country.

2. The attention of all prospective bidders is specifically called to the provisions of Section 25, subdivision 5, sections 70 and 71 of the Lien Law, as amended, in relation to funds being received by a Contractor for a public improvement declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

3. The Contractor and each and every subcontractor performing work at the site of the project to which this Contract relates, shall comply with all applicable provisions of the Labor Law, as amended, of the State of New York and particularly Article 8 thereof. Attention is called to certain provisions of the Labor Law as set forth in the Agreement or General Conditions which are hereby referred to and made a part thereof.

Q. THE CONTRACT IS ALSO MADE SUBJECT TO:

1. GENERAL BUSINESS LAW, Section 322-a
2. GENERAL MUNICIPAL LAW, Section 103-d
3. LABOR LAW, Article 8 and Article 10
4. ADMINISTRATIVE CODE OF NASSAU COUNTY, Sections 22-4.2 and 22-4.3
5. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin, age, marital status, and or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
6. Contracts receiving Federal Aid are referred to Section T., entitled, CONTRACTS WITH FEDERAL AID, of these Instructions.
7. With reference to the foregoing and all other statutory

citations contained in the bid documents, it is the Contractor's responsibility to appraise himself of the latest amendments.

8. Each and every provision of any law, rule or regulation required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall be amended to make such insertion.

R. SALES TAX AND COMPENSATING USE TAX

Under the Laws of New York State all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the County of Nassau are exempt from the payment of New York State Sales or Compensatory Use Taxes. Therefore, the Contractor should not include any amount in its bid price to cover Sales Taxes.

S. RESPONSIBLE CONTRACTORS

1. The Owner will award contracts only to responsible contractors who possess the ability to perform successfully under the terms and conditions of the Contract. Consideration will be given to such matters as contractor integrity, record of past performance, and accessibility to financial and technical resources. A prospective contractor must affirmatively demonstrate his or her responsibility and, when necessary, the responsibility of proposed subcontractors. A determination of non-responsibility will be made by the County if information obtained indicates clearly that the prospective contractor is not responsible. If the County has doubts about the productive capacity or financial strength of a prospective contractor which cannot be resolved affirmatively, the County will determine that the prospective contractor is non-responsible. A determination and findings supporting the decision will be written for the file.

2. A prospective contractor must:

a. Have adequate financial resources or the ability to obtain such resources as required during performance of the contract.

b. Be capable of furnishing the supplies/services specified in accordance with the required delivery schedule. Upon request, the prospective contractor must furnish "acceptable evidence" of his ability to perform, such as firm commitments by sub-contractors, equipment supplies and facilities, and show his ability to obtain the necessary personnel.

c. Not have an unsatisfactory record of performance.

d. Not have an unsatisfactory record of integrity and business ethics.

e. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

3. Debarred or Ineligible Bidders. No firm that is currently ineligible or debarred from the award of a direct Federal contract may be awarded a contract or a subcontract under a project supported by Federal funds. The contractor must include with his bid or proposal a certification that he is not on a current list of debarred or ineligible contractors for Federal contracts.

T. CONTRACTS WITH FEDERAL AID

1. After Nassau County lets the project, a contract award package is completed in accordance with chapter 14 of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) manual, and submitted to NYSDOT Construction for review and concurrence. Once the contract award package is found to be in order, then the Sponsor will receive a permission to award letter from NYSDOT Planning and the contract may be awarded.

2. A Pre-Award Conference to determine the lowest responsible bidder's ability to fulfill the requirements of Executive Orders No. 11,246 and No. 11,375 is mandatory for all contracts exceeding $1,000,000.00. The Bidder will be informed during the Pre-Award Conference, the date, time and place set for a Pre-Construction Conference required by New York State.

3. Are subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended; Sections 22-4.2 and 22-4.3 of the Administrative Code of Nassau County, 41 CFR (Code of Federal Regulations) 60 including Parts 60-1.4, 60-250.4 and 60-741.4.

4. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin, age, marital status or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

U. BIDS RECEIVED IN EXCESS OF THE ESTIMATED COST OF WORK

The County reserves the right to reject any bid if the unit price proposed for any item exceeds the estimated cost by more than fifteen (15%) per cent, or if any lump sum item bid exceeds the estimated cost by more than twenty-five (25%) per cent.

V. FRINGE BENEFIT SUPPLEMENTS

The successful bidder will be required to comply with the Labor Law provisions contained in this Agreement.

W. DISADVANTAGED BUSINESS ENTERPRISE

There is a ten percent (3%) DBE disadvantaged business enterprise requirement for this project.

X. MBE / WBE UTILIZATION GOALS

This Federal Aid project has 0% MBE and 0% WBE Goals

Y. EQUAL EMPLOYMENT OPPORTUNITY GOALS

There is a 5.8% Minority Participation goal for this project
There is a 6.9% Female utilization goal for this project

TITLE 51

APPRENTICESHIP TRAINING PROGRAMS FOR COUNTY CONTRACTS

1. **Legislative intent and purpose.** The County of Nassau hereby establishes a policy to promote apprenticeship training as authorized by Section 816-b of the NEW YORK LABOR LAW.

2. **Definitions.** As used in this local law, the following terms shall have the meanings indicated:

A. "Certificate of Completion" shall mean a certificate issued by the New York State Department of Labor which recognizes an employee's successful completion of an apprenticeship program.
B. "Construction contract" shall mean any contract to which the County of Nassau shall be a signatory which involves the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility of physical structure of any kind with a value in excess of $500,000.
C. "Contractor or subcontractor" shall mean a contractor or subcontractor which directly employs labor under a construction contract for which an apprenticeship program has been approved by the New York State Commissioner of Labor in accordance with Article 23 of the NEW YORK LABOR LAW.
D. "Sponsor" shall mean any organization or entity operating an apprenticeship program with the New York State Department of Labor and in whose name the program is registered.

3. **Requirements and Exceptions.**

A. The County of Nassau hereby requires any contractor, prior to entering into a construction contract with the County of Nassau, or any subcontractor entering into a contract with a contractor who has a construction contract with the County of Nassau, to have apprenticeship agreements appropriate for the type and scope of work to be performed, which have been registered with, and approved by the New York State Commissioner of Labor in accordance with Article 23 of the NEW YORK LABOR LAW, as evidenced by

valid Certificates of Completion which are specifically
identified as pertaining to the trade(s) and/or job
title(s) called for within the construction contract,
anything in Section 103 of the NEW YORK GENERAL MUNICIPAL
LAW to the contrary notwithstanding.

B. Prior to entering a construction agreement with the County
of Nassau, a contractor must submit to the County,
Certificates of Completion showing that they, or their
sponsor, graduated at least on apprentice from a state
approved and registered apprenticeship program, in the
trade and/or job title called for within the construction
contract, within a time period immediately preceding the
bid date of such project, the length of said time period
to be calculated by adding twenty-four months to the
specific trade's program length as set forth in the New
York State Prevailing Wage Schedule, subject to the
exception found in paragraph (H) of this section. If a
contractor is a signatory to a sponsor, the contractor
must submit to the County a letter from the sponsor
verifying its signatory status.

C. It shall be a contractor's responsibility to submit the
required Certificates of Completion as part of any bid
submitted in connection with a construction contract and
to provide to the County department or agency
administering the construction contract the identity of
apprentices who have graduated from their apprenticeship
program.

D. If a contractor utilizes a subcontractor on a construction
contract, the contractor shall submit Certificates of
Completion showing that the subcontractor or the
subcontractor's sponsor graduated at least one apprentice
from a state approved and registered apprenticeship
program, in the trade and/or job title called for within
the construction contract, within a time period
immediately preceding the bid date of such project, the
length of said time period to be calculated by adding
twenty-four months to the specific trade's program length
as set forth in the New York State Prevailing Wage
Schedule, subject to the exception found in paragraph (H)
of this section. The contractor must submit these
certificates at a time designated by the department or
agency administering the construction contract, but in any
event, these forms must be received by the County prior to
subcontractor beginning work under the contract. If the
subcontractor is a signatory to a sponsor, the contractor
must submit to the County a letter from the sponsor
verifying the signatory status.

E. It shall be the responsibility of the County department or agency administering a construction contract to verify that a contractor or subcontractor is a participant in a state approved and registered apprenticeship program and to include the submitted Certificates of Completion as an attachment to the final contract, work order or other document memorializing the award of work to the contractor.

F. It shall be the responsibility of the County department of agency administering a construction contract to designate an individual within that department or agency who shall be responsible for specifically identifying within a construction contract the trade(s) and/or job title(s) necessary to perform the construction contract and verifying the validity of Certificates of Completion and including same as an attachment to the final contract, work order or other document memorializing the award of work to the contractor or subcontractor.

G. In the event a County department or agency other than the Department of Public Works is administering a construction contract, that department or agency shall notify the Department of Public Works of said contract and the Department of Public Works will assist the department or agency to achieve compliance with the apprenticeship requirements set forth in this chapter.

H. For the purpose of this title only, the length of program for the trade of laborer shall be two years.

4. **Enforcement.** The County Department of Public Works is hereby authorized, empowered and directed to promulgate such rules and regulations that are lawful, necessary and appropriate for the implementation and enforcement of any provisions of this local law.

5. **Severability.** If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this local law or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

6. **Applicability.** This local law shall apply to construction contracts advertised for bids on or after the effective date.

(Added by Local Law No. 9-2002, in effect August 8, 2002, amended Local Law No. 3-2013 and Local Law 3-2015 effective June 19, 2015.)

NO TEXT ON THIS PAGE

FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to **USE THIS FORM PROVIDED** as the use of **ANY OTHER FORM** may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned Welsbach Electric Corp. of L.I., 300 Newtown Road, Plainview, NY 11803

as Principal; and Travelers Casualty and Surety Company of America as surety, who is licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Ten Percent of the Amount Bid dollars ($ 10% of Amt. Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 14th day of March, 2016

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. H62000-03E / PIN 0760.81 for the

Signal System Operations Phase IV

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Welsbach Electric Corp. of L.I.
Contractor

by ______________________ (L.S.) (Corporate seal of Contractor Title if a corporation)
PRESIDENT / C.E.O.

by ______________________ (L.S.) Title

by ______________________ (L.S.) Title

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183
Surety

by ______________________ (L.S.)
~~Title of Officer~~
Rita Sagistano, Attorney-In-Fact

~~XXXXXX~~ Witness: ______________________ (L.S.) (Corporate seal of Surety)
~~XXXXXXXXXXXXXXXX~~

(Acknowledgment by Contractor if a corporation)

STATE OF New York)

ss.:
COUNTY OF Nassau)

On this 22ND day of March , 2016 , before me personally came Joseph P. Fiorello to me known, who, being by me duly sworn, did depose and say for himself, that he resides in Kings Park, NY that he is the President/CEO of the Welsbach Electric Corp. of L.I. the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096716
Qualified in Suffolk County
Commission Expires August 4, 2019

(Acknowledgment by Contractor if a partnership)

STATE OF ________)

ss.:
COUNTY OF ________)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF ________)

ss.:
COUNTY OF ________)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Notary Public

(Acknowledgment by Surety Company)

STATE OF New York)

ss.:

COUNTY OF Nassau)

On this 14th day of March, 2016, before me personally came Rita Sagistano to me known, who being by me duly sworn, did depose and say that he resides in Nassau County, NY

that he is the Attorney-In-Fact of the Travelers Casualty and Surety Company of America, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Donna Marie Spielman further said that he is acquainted with Rita Sagistano and knows him to be the Attorney-In-Fact of said company; that the signature of the said Rita Sagistano subscribed to the within instrument is in the genuine handwriting of the said Rita Sagistano and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said Donna Marie Spielman

Notary Public

DONNA MARIE SPIELMAN
Notary Public, State of New York
No. 01SP6248741
Qualified in Nassau County
Commission Expires 09/19/2016

POWER OF ATTORNEY

ATTENTION: Insert the "Power of Attorney" after this page in with your bid submission.

NO TEXT ON THIS PAGE

POWER OF ATTORNEY

TRAVELERS

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229701

Certificate No. 006636701

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas Bean, Rita Sagistano, Gerard S. Macholz, Susan Lupski, Robert F. Pearson, Camille Maitland, George O. Brewster, Colette R. Chisholm, Vincent A. Walsh, Leo Ferrucci, Desiree Cardllo, Nelly Renchiwich, and Mia Woo-Warren

of the City of Uniondale, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of January, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

1982 1977 1951 SEAL SEAL HARTFORD CONN. HARTFORD CONN. 1896

State of Connecticut
City of Hartford ss.

By: [signature]
Robert L. Raney, Senior Vice President

On this the 27th day of January, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of March, 2016

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

FINANCIAL STATEMENT

ATTENTION: Insert the "Financial Statement" after this page in with your bid submission.

NO TEXT ON THIS PAGE

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2014

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	$ 127,187,253	UNEARNED PREMIUMS	$ 850,349,712
BONDS	3,411,436,937	LOSSES	890,168,443
STOCKS	326,931,870	LOSS ADJUSTMENT EXPENSES	355,011,925
INVESTMENT INCOME DUE AND ACCRUED	45,277,105	COMMISSIONS	34,142,046
OTHER INVESTED ASSETS	4,019,410	TAXES, LICENSES AND FEES	11,532,869
PREMIUM BALANCES	205,582,804	OTHER EXPENSES	40,097,405
NET DEFERRED TAX ASSET	62,629,044	CURRENT FEDERAL AND FOREIGN INCOME TAXES	24,133,660
REINSURANCE RECOVERABLE	17,297,751	REMITTANCES AND ITEMS NOT ALLOCATED	11,062,682
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	8,224,694	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	41,744,698
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	8,057,195	RETROACTIVE REINSURANCE RESERVE ASSUMED	653,430
OTHER ASSETS	3,076,855	POLICYHOLDER DIVIDENDS	7,378,089
		PROVISION FOR REINSURANCE	3,416,505
		ADVANCE PREMIUM	1,327,118
		PAYABLE FOR SECURITIES	4,580,786
		PAYABLE FOR SECURITIES LENDING	8,224,694
		CEDED REINSURANCE NET PREMIUMS PAYABLE	28,084,142
		ESCHEAT LIABILITY	1,138,048
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,167
		TOTAL LIABILITIES	$ 2,110,576,190
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,674,373,715
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,114,657,475
TOTAL ASSETS	$ 4,225,233,665	TOTAL LIABILITIES & SURPLUS	$ 4,225,233,665

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2014.

Michael J Doody

SECOND VICE PRESIDENT

NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS 19TH DAY OF MARCH, 2015

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2017

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

CERTIFICATE OF SOLVENCY

ATTENTION: Insert the "Certificate of Solvency" after this page in with your bid submission.

NO TEXT ON THIS PAGE

STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

It is hereby certified that

Travelers Casualty and Surety Company of America
of Hartford, Connecticut

a corporation organized under the laws of the State of Connecticut, and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $2,114,657,475.(Capital $6,480,000.) as is shown by its sworn financial statement for the year ended December 31, 2014, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 27th day of April, 2015.

Benjamin M. Lawsky
Superintendent

By Jacqueline Catalfamo

Jacqueline Catalfamo
Special Deputy Superintendent

ENGINEER'S ESTIMATE

Item	Approx. Qty.	Description	Factor Months	Amount	Total Amount
1A/1B	1	Computer and Ancillary Equipment	36 x	$10,000.00	= $ 360,000.00
2A/2B	900	Field Communication Units	36 x	$ 54.00	= $1,749,600.00
3	100	Incident Management Camera Equipment	36 x	$ 24.00	= $ 86,400.00
4	6	Travel Time Equipment	36 x	$ 24.00	= $ 5,200.00
5	50	Variable Message Signs	36 x	$ 24.00	= $ 43,200.00
6	LS	As Ordered (Furnish Equipment)			= $ 100,000.00*
7	4	Trailer Mounted VMS Signs	36 x	$ 420.00	= $ 60,500.00
8	1	Forklift	36 x	$ 350.00	= $ 12,600.00

Subtotal Miscellaneous Items $ 2,417,500.00

Section III - Time and Material

Time	$ 60,000.00	x 120%	= $72,000.00
Material	$ 20,000.00	x 110%	= $ 22,000.00
Subtotal Time and Material			$ 94,000.00
Plus Subtotal Miscellaneous Items			$ 2,417,500.00
Estimated Contract Total			$ 2,511,500.00

* - This item is not eligible for Federal Aid Reimbursement and therefore will be paid with County Funding.

Traffic Signal Operations Phase 4 – PIN 0760.81

NO TEXT ON THIS PAGE

PROPOSAL
To the County of Nassau

SIGNAL SYSTEM OPERATIONS PHASE IV
P.I.N. 0760.81
H6200003E
NASSAU COUNTY, NEW YORK

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Advertisement for Bids and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the plans and specifications for the amount named in the proposal hereinafter described.

In making this proposal the Bidder hereby declares that the Addenda which has been issued by the County of Nassau and has been received by him, that all provisions thereof have been complied with in preparing his bids.

Name of Bidder: WELSBACH ELECTRIC Corp. of L.I.
(~~Individual, Firm or~~ Corporation, as case may be)

Bidder's Address: 300 NEWTOWN RD PLAINVIEW, NY 11803

Telephone: (516) 454-0023 Date: March 22, 2016

FAX Tele: (516) 454-0282

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

Name of Partners	Residence of Partners

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: New York

Name of President/C.E.O. JOSEPH P. FIORIO

President's Domicile: [redacted]

Name of Asst. Vice Pres: DANIEL PIQUETTE

Vice Pres's Domicile: [redacted]

Corporate Officer: MICHELE VALENTI Title: Asst. Treasurer Asst. Secretary

Corporate Officer's Domicile: [redacted]

Corporate Officer: WALTER WELTMAN, SR. Title: Asst. VICE PRESIDENT

Corporate Officer's Domicile: [redacted]

The Following Paragraphs are Applicable to the Contract

THE BIDDER AFFIRMS AND DECLARES:

1. That the above bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same work, and is in all respects fair and without collusion or fraud.

3. That said bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.

6. The bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities Glen Cove or Long Beach, the contractor shall be required to have such a license.

INFORMATION FOR BIDDERS

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. The bid on Unit Price Contracts, in the opinion of the Commissioner, contains unbalanced bid prices, where the unit price proposed for any item exceeds the estimated cost by more than fifteen percent (15%), or if any lump sum item bid exceeds the estimated cost by more than twenty-five percent (25%); or if
6. A determination that the bidder is not responsible is made in accordance with law.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids.

Bids on Lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if any.

IV. Apprenticeship Training Program

For all contracts in excess of $500,000 attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

See Attachment #1A

NO TEXT ON THIS PAGE

LOCAL 25 IBEW

SINCE 1932

INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS
Nassau-Suffolk Counties

To Whom It May Concern:

Ref: Welsbach Electric Corp. L.I.

This will confirm that Welsbach Electric Corp. L.I. is a signatory contractor in good standing with Local Union #25, IBEW and employs Local Union #25 member electricians and is affiliated with our New York State Registered apprenticeship Program.

Very truly yours,

L. U. #25, IBEW

Kevin M. Harvey

Kevin M. Harvey
Business Manager

KMH/rfs

370 Vanderbilt Motor Pkwy • P.O. Box 18033 • Hauppauge, NY 11788-8533 • (631) 273-4567 • Fax (631) 273-4773

ATTACHMENT #1A

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION GOALS

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION REQUIREMENTS

The New York State Department of Transportation has established the following Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) utilization goals for this contract in accordance with §§102-21 of the New York State Standard Specifications. The goals are expressed as a percentage of the total bid price.

For Clarification of Utilization Requirements refer to New York State Specification §102-21

Minority Business Enterprise Utilization Goal – **0 percent**
Women's Business Enterprise Utilization Goal – **0 percent**

Directories and/or information related to the current certification status of Minority and Women's Enterprises, can be obtained by contacting the:

New York State Department of Economic Development
Division of Minority and Women's Business Development
One Commerce Plaza
Albany, New York 12223
(518) 473-6442

Minority/Women's Business Enterprise Officer

The Bidder shall designate and enter below the name of a Minority/Women's Business Enterprise Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Minority/Women's Business Enterprise Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated M/WBE
Officer ____ Joseph P. Fusco (Name, Title) President/C.E.O.

Telephone Number (516) 454-0023

RETURN THIS PAGE WITH BID

DISADVANTAGED BUSINESS ENTERPRISE GOALS
Signal System Operations Phase 4 - 0760.81

The following Disadvantaged Business Enterprise (DBE) goals have been established for this project. The goals are expressed as a percentage of the total bid price.

Disadvantaged Business Enterprise Goal – 3 percent

Since there is little opportunity to meet or exceed the DBE goals for this project, the contractor shall identify a list of DBE supplier/vendors that will be used in the event purchases need to be made related to this project. Prior to equipment or supplies purchase the contractor shall research the availability of said product from an approved DBE supplier and if available, make the purchase thru the DBE supplier.

Disadvantaged Business Enterprise Officer

The Bidder shall designate and enter below the name of a Disadvantaged Business Enterprise Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Disadvantaged Business Enterprise Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated DBE Officer

Officer ____[signature]____

JOSEPH P. FLORIO (Name, Title) PRESIDENT/C.E.O.

Telephone Number (516) 454-0023

RETURN THIS PAGE WITH BID

Maintenance and Protection of Traffic

Traffic Control Plan

Signal System Operations Phase IV

The work included in this project is related to Traffic Signal System Operations, and therefore road or lane closures will not be required for the duration of the project.

With that being said, Title 23 of the Federal Highway Administration, Department of Transportation Code of Federal Regulations Part 630 section 1010 does not apply relating to the need for a Maintenance and Protection of Traffic layout scheme or a Traffic Control Plan.

NASSAU COUNTY RIGHT-OF-WAY CERTIFICATION

The Contractor shall certify that all work performed under this contract shall be on Nassau County right-of-way only. At no time shall the Contractor's personnel or equipment be permitted on private property. This certification shall remain in effect for the duration of this contract.

Bidder

Officer ____________________
Joseph P. Fiorito (Name, Title) President/C.E.O.

Telephone Number (516) 454-0023

RETURN THIS PAGE WITH BID

BID SCHEDULE

Bids will be compared as stated in the proposal for bids, and as provided by law. The bidder is referred to Division 2., Section 1., of the specifications for an interpretation of work performed and bid, and Division 2., Section 2., for a description of the various items delineated below. The cost of performing other kinds of work and furnishing other kinds of material required and necessary to fulfill all the provisions of this contract in their present form for which no item is provided in the schedule below, SHALL BE DEEMED TO HAVE BEEN INCLUDED AND DISTRIBUTED IN THE ITEMS OF THIS SCHEDULE.

OPERATIONS ITEMS:

ITEM NO.	APPROX. QUANTITIES	DESCRIPTION	FACTOR (Months)	UNIT BID PRICE	AMOUNT BID
1A/1B	1	Computer Hardware & Ancillary Equipment UNIT PRICE MUST BE WRITTEN IN WORDS For Six thousand seven hundred fifty five dollars and no cents (Dollars / Cents)	x 36	x 6,755.00	= $ 243,180.00
2A/2B	900	Field Communication Units UNIT PRICE MUST BE WRITTEN IN WORDS For Fifty-eight dollars and no cents (Dollars / Cents)	x 36	x 58.00	= $ 1,879,200.00
3	100	IM Camera Equipment UNIT PRICE MUST BE WRITTEN IN WORDS For Fifteen dollars and no cents (Dollars / Cents)	x 36	x 15.00	= $ 54,000.00
4	6	Travel Time Equipment UNIT PRICE MUST BE WRITTEN IN WORDS For Ten dollars and no cents (Dollars / Cents)	x 36	x 10.00	= $ 2,160.00
5	50	Variable Message Signs UNIT PRICE MUST BE WRITTEN IN WORDS For One dollars and no cents (Dollars / Cents)	x 36	x 1.00	= $ 1,800.00
6	LS	As Ordered (furnish equipment)			= $ 100,000.00
7	4	Trailer Mount VMS Signs UNIT PRICE MUST BE WRITTEN IN WORDS For Four hundred twenty dollars and no cents (Dollars / Cents)	x 36	x 420.00	= $ 60,480.00

NO TEXT ON THIS PAGE

8 1 Forklift x 36 x 380.00 = $ 13,680.00

UNIT PRICE MUST BE WRITTEN IN WORDS

For Three hundred eighty dollars (Dollars) and no cents (Cents)

TIME AND MATERIAL ITEMS:

Bidders are hereby notified that the listing of all electrically operated traffic control devices and miscellaneous devices are under the jurisdiction of the Department of Public Works, and may be seen by contacting the Engineer.

Time:

$50,000.00 x 1.20 One hundred twenty percent (Overhead & Profit % + 100%) = $ 72,000.00

Material:

$ 20,000.00 x 1.10 One hundred ten percent (Overhead & Profit % + 100%) = $ 22,000.00

Subtotal of Time and Material = $ 94,000.00

TOTAL BID:

Subtotal of Operations Items $ 2,354,500.00

Subtotal of Time and Material $ 94,000.00

TOTAL BID $ 2,448,500.00

TOTAL OR GROSS BID MUST BE WRITTEN IN WORDS

For Two million four hundred forty eight thousand five hundred dollars (Dollars) and no cents (Cents)

NOTE: The figure in both the Time and Material percentage are not indicative of an estimate price. This figure is merely inserted as a basis for bidding purposes.

NO TEXT ON THIS PAGE

PROPOSAL: For all work in accordance with the drawings and specifications:

Welsbach Electric Corp. of L.I.

(~~Individual, Firm~~ or Corporation, as case may be)

Individual's Social Security Number —

~~Firm or~~ Corporation's Federal ID Number 11-2354251

~~Firm or~~ Corporation's Municipal License ID Number 1684

Municipal Licensing Agency Hempstead

By: [signature] Date: March 22, 2016

(Print) Joseph T. Fiorino Title: President/C.E.O.

WHERE BIDDER IS A CORPORATION, ADD:

ATTEST: [signature]

Asst. Secretary

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE

Exhibit A

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NONE

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: April 5, 2016

Vendor: Welsbach Electric Corp. of L.I.

Signed:

Print Name: Joseph P. Florio

Title: President / C.E.O.

Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

NONE

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

N/A

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client. N/A

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

NONE ____

____

____

____

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: April 5, 2016

Signed: ______________

Print Name: Joseph P. Florio

Title: President / C.E.O.

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Joseph P. Ciolfo [redacted]

   Date of birth [redacted]

   Home address [redacted]

   City/state/zip [redacted]

   Business address 300 Newtown Road

   City/state/zip Plainview, New York 11803

   Telephone (516) 454-0023

   Other present address(es) ________

   City/state/zip ________

   Telephone ________

   List of other addresses and telephone numbers attached

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

   President 02 / 15 / 2002 Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer 02 / 15 / 2002 Secretary ___/___/___

   Chief Financial Officer 11 / 05 / 1985 Partner ___/___/___

   Vice President 05 / 01 / 1992 ________ ___/___/___

   (Other)

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

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

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X
   If Yes, provide details.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES ______ NO X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

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

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO X If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

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

I, Joseph P. Florio, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 5th day of April 2016

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096718
Qualified in Suffolk County
Commission Expires August 4, 2019

Notary Public

Welsbach Electric Corp. of L.I.
Name of submitting business

Joseph P. Florio
Print name

Signature

President / C.E.O.
Title

04 / 05 / 2016
Date

Rev. 3-2015

Business History Form

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

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

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

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

Date: May 23, 2016

1) Proposer's Legal Name Weisbach Electric Corp. of L.I.

2) Address of Place of Business: 300 Newtown Road, Plainview, NY 11803

List all other business addresses used within last five years: N/A

3) Mailing Address (if different): N/A

Phone: (516) 454-0023

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 01.272.8168

5) Federal I.D. Number: 11-2354251

6) The proposer is a (check one): ___ Sole Proprietorship ___ Partnership ___ Corporation X Other (Describe) ___

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No X If Yes, please provide details: ___

8) Does this business control one or more other businesses? Yes ___ No X If Yes, please provide details: ___

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ___ If Yes, provide details. Weisbach Electric Corp. of L.I. is a wholly owned subsidiary of Emcor Group, Inc.

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

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets ___

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

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

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge ___

b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge. ___

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X

If Yes, provide details for each such conviction ______________

d) in the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X If Yes, provide details for each such conviction. ______________

e) in the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No X If Yes, provide details for each such occurrence. ______________

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ___ No X; If Yes, provide details for each such instance. ______________

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

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. It is Welsbach Electric Corp.'s policy that should any actual or potential conflict of interest be suspected, management is to be notified immediately. At such time, all parties would be notified and actions pursued to resolve said conflict.

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

Should the proposer be other than an Individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm; See attached EMCOR Group Annual Report 2015

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business. 60 Years

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

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

Company New York State D.O.T.

Contact Person Christine Caputo

Address 221 Broadway, Suite 201

City/State Amityville, New York 11701

Telephone (631) 598-7805

Fax # (631) 598-7807

E-Mail Address CCaputo@Dot.State.NY.US

Company Nassau County DPW

Contact Person Sheila Dukacz

Address 1194 Prospect Ave, Suite 183

City/State Westbury, New York 11590

Telephone (516) 572-0465

Fax # (516) 571-9363

E-Mail Address SDukacz@NassauCountyNY.gov

Company Town of Huntington

Contact Person Brad Kusko

Address 100 Main Street

City/State Huntington, New York 11743

Telephone (631) 351-3057

Fax # (631) 351-3066

E-Mail Address BKusko@Town.Huntington.NY.US

CERTIFICATION

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

I, Joseph P. Fiorio, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 23rd day of May 2016

Notary Public

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096716
Qualified in Suffolk County
Commission Expires August 4, 2019

Name of submitting business: Welsbach Electric Corp. of L.I.

By: Joseph P. Fiorio
Print name

Signature

President / C.E.O.
Title

05 / 23 / 2016
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Welsbach Electric Corp. of L.I.

Address: 300 Newtown Road

City, State and Zip Code: Plainview, New York 11803

2. Entity's Vendor Identification Number: 11-2354251

3. Type of Business: X Public Corp ___Partnership ___Joint Venture

___Ltd. Liability Co ___Closely Held Corp ___________Other (specify)

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

See EMCOR Group, Inc. 2015 Annual Report.

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

See EMCOR Group, Inc. 2015 Annual Report.

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

See EMCOR Group, Inc. 2015 Annual Report. No other subsidiary other than firm entered on Line 1 will be taking part in the performance of this contract

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

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

NONE

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

NONE

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

N/A

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

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

Dated: April 5, 2016

Signed: [signature]

Print Name: Joseph P. Florio

Title: President / C.E.O.

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

COUNTY OF NASSAU

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

1. Name of the Entity: WELSBACH ELECTRIC CORP. OF L.I.

   Address: 300 NEWTOWN RD

   City, State and Zip Code: PLAINVIEW, NY 11803

2. Entity's Vendor Identification Number: 11-2354251

3. Type of Business: X Public Corp ___ Partnership ___ Joint Venture

   ___ Ltd. Liability Co ___ Closely Held Corp ___ Other (specify)

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

   N/A

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholdres/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

   SEE ATTACHED EMCOR GROUP, INC. 2015 ANNUAL REPORT

   WELSBACH ELECTRIC CORP. OF L.I. IS A WHOLLY OWNED SUBSIDIARY

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

SEE ATTACHED EMCOR GROUP, INC. 2015 ANNUAL REPORT
WELSBACH ELECTRIC CORP OF L.I. IS A WHOLLY OWNED SUBSIDIARY

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

NONE

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

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

NONE

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

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

Dated: MARCH 22, 2016

Signed: [signature]

Print Name: JOSEPH P. FLORIO

Title: PRESIDENT / C.E.O.

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

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

N/A

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

Page 3 of 4

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

Dated: March 22, 2016

Signed: [signature]

Print Name: Joseph P. Fiorio

Title: President/CEO.

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

Business History Form

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

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

Date: MARCH 22, 2016

1) Bidder's/Proposer's Legal Name: WELSBACH ELECTRIC CORP. OF L.I.

2) Address of Place of Business: 300 NEWTOWN RD PLAINVIEW, NY 11803

List all other business addresses used within last five years: NONE

3) Mailing Address (if different): N/A

Phone: (516) 454.0023

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 01.272.8168

5) Federal I.D. Number: 11.2354251

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) ____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ___ No X If Yes, please provide details: ____

8) Does this business control one or more other businesses? Yes ___ No X If Yes, please provide details: ____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ___ If Yes, provide details. WELSBACH ELECTRIC CORP. OF L.I. IS A WHOLLY OWNED SUBSIDIARY OF EMCOR GROUP, INC.

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

NO TEXT ON THIS PAGE

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets ______________

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

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

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge. ______________

b) Any misdemeanor charge pending? No X Yes ___ If Yes, provide details for each such charge. ______________

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ___ If Yes, provide details for each such conviction ______________

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No X Yes ___ If Yes, provide details for each such conviction. ______________

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such

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occurrence. ___

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ___; If Yes, provide details for each such instance. ___

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

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest

a) Please disclose: N/A

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

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

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

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

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Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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

   Should the bidder/proposer be other than an individual, the bid/proposal should include:

   i) Date of formation;
   ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
   iii) Name, address and position of all officers and directors of the company;
   iv) State of incorporation (if applicable);
   v) The number of employees in the firm;
   vi) Annual revenue of firm;
   vii) Summary of relevant accomplishments
   viii) Copies of all state and local licenses and permits.

SEE ATTACHED EMCOR INC. ANNUAL REPORT-201 WELSBACH ELECTRIC CORP. OF L.I. IS A WHOLLY OWNED SUBSIDIARY.

B. Indicate number of years in business. 60 YEARS

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

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

Company NEW YORK STATE D.O.T.

Contact Person ANDREW MARESKA

Address 140 NIKON CT

City/State HAUPPAUGE, NY 11788

Telephone (631) 952-6733

Fax # (631) 234-3637

E-Mail Address AMARESCA@DOT.STATE.NY.US

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Company NEW YORK STATE D.O.T.

Contact Person CHRISTINE CAPUTO

Address 221 BROADWAY, SUITE 201

City/State AMITYVILLE, NY

Telephone (631) 598-7805

Fax # (631) 598-7807

E-Mail Address C.CAPUTO @ DOT.STATE.NY.US

Company NASSAU COUNTY DPW

Contact Person SHEILA DUKACZ

Address 1194 PROSPECT AVE, SUITE 183

City/State WESTBURY, NY 11590

Telephone (516) 572-0465

Fax # (516) 571-9363

E-Mail Address SDUKACZ @ NASSAUCOUNTYNY.GOV

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CERTIFICATION

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

I, Joseph P. Fiorio, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 22nd day of March 2016

Notary Public

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096716
Qualified in Suffolk County
Commission Expires August 4, 2019

Name of submitting business: Welsbach Electric Corp. of L.I.

By: Joseph P. Fiorio
Print name

Signature

President/C.E.O.
Title

03 / 22 / 2016
Date

NO TEXT ON THIS PAGE

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name JOSEPH P. FLORIO PRESIDENT/C.E.O.
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address [redacted]
   City/state/zip PLAINVIEW, NY 11803
   Telephone (516) 454-0023
   Other present address(es) NONE
   City/state/zip —
   Telephone —
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 2/15/2002 Treasurer __/__/__
   Chairman of Board __/__/__ Shareholder __/__/__
   Chief Exec. Officer 2/15/2002 Secretary __/__/__
   Chief Financial Officer 11/5/1989 Partner __/__/__
   Vice President 5/1/1992 ______ __/__/__
   (Other)

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

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

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ___; If Yes, provide details.

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

NO TEXT ON THIS PAGE

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO _X_ YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO _X_ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO _X_ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO _X_ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X_ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO _X_ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO _X_ YES ___ If Yes, provide details for each such occurrence.

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9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _X_ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X_ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _X_ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X_ YES ___ If Yes, provide details for each such year.

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I, Joseph P. Fiorlo, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 22nd day of March 2016

Notary Public

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096716
Qualified in Suffolk County
Commission Expires August 4, 2019

Welsbach Electric Corp. of L.I.
Name of submitting business

Joseph P. Fiorlo
Print name

Signature

President/C.E.O.
Title

03 / 22 / 2016
Date

NO TEXT ON THIS PAGE

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No X

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___

(Contractor's Signature)

WELSBACH ELECTRIC Corp. of L.I.
(Name of Business)

JOSEPH P. FIORE
PRESIDENT/C.E.O.

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IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165- a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

X a. **Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

__ b. **Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

[signature] MARCH 22, 2016 JOSEPH P. FLAHO PRESIDENT/C.E.O.

Signature/Date Print Name and Position

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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Joseph P. Flord President/C.E.O.
Name and Title of Authorized Representative

Signature

3/22/2016
Date (m/d/yy)

Welsbach Electric Corp. of L.I.
Name of Organization

300 Newtown Rd Plainview, NY 11803
Address of Organization

OJP FORM 4061/? (REV. 2/89) Previous editions are obsolete

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS CONTRACT NO. H62000-03 E

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

Contractor's Name and Address	Project Description (Project Title, Facility Name and Address):	Bid Date:	Total Contract Amt:
WELSBACH ELECTRIC Corp. of L.I. 300 NEWTOWN RD PLAINVIEW, NY 11803 Federal ID No.: 112354251	SIGNAL SYSTEM OPERATIONS, PHASE IV P.I.N. 0760.81 H62000.03E	3/22/2016	

Indicate ANY work to be **self-performed** by the contractor in the following categories (check all that apply):

- ☐ Plumbing and Gas Fitting
- ☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- ☒ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. no subcontractors will be used, please check this box ☒ skip to bottom of form, and sign it as required.

Subcontractor's Name, Address and Federal ID No.	Check (✓) only one: Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures	General Description of Work	Subcontractor's Contract Amt.
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

This form must be filled out completely and legibly, signed by a company authorized representative and included in a **separate, sealed envelope** within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety, may result in a non responsive bid determination.

Company Authorized Signature: [signature] JOSEPH P. FLORIO Title: PRESIDENT/C.E.O. Date: MARCH 22, 2016

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PROPOSAL: For all work in accordance with the drawings and specifications:

WELSBACH ELECTRIC CORP. OF L.I.

(~~Individual, Firm~~ or Corporation as case may be)

Individual's Social Security Number —

Firm or Corporation's Federal ID Number 11-2354251

Firm or Corporation's Municipal License ID Number 1684

Municipal Licensing Agency HEMPSTEAD

By: [signature] Date: MARCH 22, 2016

(Print) JOSEPH P. FLORIO Title: PRESIDENT/CEO

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: [signature]

ASST. Secretary

MICHELE VALENTI

(CORPORATE)

(SEAL)

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 60 YEARS

2. How many years experience in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 60 YEARS

   b. as a Subcontractor 60 YEARS

3. List below the construction projects your firm has under way as of this date:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
	SEE ATTACHMENT #1		

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
1,912,200.-	COMPUTER MAINTENANCE	95%	COUNTY OF NASSAU
752,200.-	"	100%	COUNTY OF NASSAU
9,265,900.-	"	100%	STATE OF NEW YORK
520,300.-	"	100%	COUNTY OF NASSAU

(use additional blank sheets if additional space is necessary)

5. Have you:

   a. ever failed to complete any work awarded to You? NO
   If so; identify the project, the owner, the contract amount, the circumstances and date of all such failures to complete.

   b. ever been defaulted on a contract? NO
   If so; identify the project, the owner, the contract amount, the circumstances and the date of all default actions

Welsbach Electric Corp. of L.I.
Job List

Job	Owner	Contract	Description	Est Revenue	Start Date	Original Comp Date	Comp Date
			Transportation Division				
025	Broadway Maintenance		Broadway Maintenance		01/01/15	12/31/16	12/31/16
055	Garage		Garage		01/01/15	12/31/16	12/31/16
056	Warehouse		Warehouse		01/01/15	12/31/16	12/31/16
268	N.Y.S.D.O.T.	C005102	Roadway Lighting Maint	2,980,824	01/26/12	01/25/14	01/25/17
277	N.C.D.P.W.	H6200001E	T.S. Maint Telemetry	1,912,312	06/10/13	06/09/16	06/09/16
278	City of Long Beach		S.L. Maintenance	298,211	04/01/13	03/31/14	06/30/16
287	ServCo (PSE&G)		Storm Restoration/Damage Assessment	800,000	01/01/14	12/31/16	12/31/16
288	Village of Valley Stream	PIN 0758.86	Sunrise Hwy Lighting System Rehab	653,508	01/02/14	11/06/15	07/27/16
300	Town of Oyster Bay	PRC 13-109	Park Electrical Service Requirements	358,308	03/19/14	03/18/15	03/10/17
302	N.Y.S.D.O.T.	D262580	Traffic Signal & Lighting Requirements	4,7[illegible]9,647	06/12/14	12/04/15	06/30/16
304	Town of Islip	DPW 1-2014	S.L. Maint & Inst	2,738,931	07/16/14	07/16/17	07/16/17
305	Village of Mineola		S.L. Maintenance	132,611	09/01/14	08/31/17	08/31/17
313	N.C.D.P.W.	T6225002M	T.S. Maint & Inst	5,992,200	01/01/15	12/31/16	12/31/16
315	N.C.D.P.W.	H62161	OC Rd Traffic Signals Phase I	5,862,200	03/01/16	08/31/17	08/31/17
316	N.C.D.P.W.	PCPW15000362	Athletic Ltg Upgrades Mitchel Park Baseball	174,400	07/23/15	11/01/15	01/31/16
318	Town of Smithtown	15-062	Inst Energy Efficient Lighting	218,750	01/21/16	11/08/16	11/08/16
319	American Traffic Solutions		Red Light Camera		12/15/15	12/31/16	12/31/16
320	City of Long Beach		Neptune Blvd SL Improv (Novelli)	300,000	04/01/16	08/31/16	08/31/16
321	N.C.D.P.W.	H62564	Incident Management Phase IV	1,442,200			
390	Misc Maint Contracts		Villages, Towns & Private		01/01/15	12/31/16	12/31/16
391	Lamp Scrts and T&M		Villages, Towns & Private		01/01/15	12/31/16	12/31/16
			Industrial Division				
643	N.C.D.P.W.	S35121-01C	Bay Park Settling Tank Rehabilitation	497,550	10/28/13	10/27/15	10/27/16
647	Town of Riverhead	E	Wastewater Treatment TMDL Upgrade	3,849,700	02/24/14	02/24/16	04/22/16
649	N.C.D.P.W.	S35121-01B	Bay Park LCS-43011 CC (Prime Const)	35,000	09/12/14	10/01/15	03/31/16
650	Farmingdale State College	2015-15	Dewey Hall Electrical Upgrades	1,597,000	06/15/15	11/17/15	03/15/16
651	Farmingdale State College	2015-09	Service Bldg Renovations (Fidelo)	49,000	02/01/16	05/11/16	05/11/16
652	N.C.D.P.W.	998343-01C	Power Drops for Voting Machines	197,200			
653	Shoreham-Wading River SD		Athletic Field				

c. ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; identify the project, the owner, the contract amount, the circumstances and the date of all such declarations

d. ever been barred from bidding municipal or public contracts? NO
If so; identify the municipality or public agency, the circumstances, date and term of disbarment for all debarments.

(use additional blank sheets if additional space is necessary)

6. Has any officer, partner or principal of your firm ever been on officer, partner or principal of some other firm:

a. that failed to complete a construction contract? NO
If so, state name of individual and identify the name of firm, the project, the owner, the contract amount, the circumstances and the date of all such failures to complete for all principals of the firm.

b. that has ever been defaulted on a contract? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all default actions for all principals of the firm.

c. that has ever been declared a non-responsible bidder by any municipality or public agency? NO
If so; state the name of the individual and identify the name of the firm, the project, the owner, the contract amount, the circumstances and the date of all such declarations for all principals of the firm.

d. that has ever been barred from bidding municipal or public contracts? NO
If so; state the name of the individual and identify the name of the firm, the municipality or public agency, the circumstances, date and term of debarment for all debarments for all principals of the firm.

(use additional blank sheets if additional space is necessary)

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? NO
If so, state name of individual, name of owner and reason therefor:

8. Disclose any and all violations of the Prevailing Wage and Supplemental Payment Requirements of the Labor Law of New York State.

NONE

9. Disclose any and all other Labor Law Violations, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years.

NONE

10. In what other lines of business are you financially interested?

NONE. WELSBACH ELECTRIC CORP. OF L.I. IS A WHOLLY OWNED SUBSIDIARY OF EMCOR GROUP, INC.

11. What is the construction experience of the principal individuals of your firm?

Individual's Name	Present Position or Office	Years of Construction Experience	Magnitude and type of work	In what Capacity
Joseph P. Florio	President/C.E.O.	39 Years	Electrical Const & Maint	Finance/Mgmt
Walter Weltner, Sr.	Asst. Vice President	50 Years	"	Proj. Mgmt/Estimating
Dan Pignette	Asst. Vice President	22 Years	"	"
Michele Valenti	Asst Secy//Asst Treasurer	28 Years	"	Finance/Mgmt
Joseph Kenney	Superintendent	40 Years	"	Electrician/Labor Sup

(use additional blank sheets if additional space is necessary)

12. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location

See Attachment #2

(use additional blank sheets if additional space is necessary)

NOTE: Should the equipment be moved from the above mentioned location, the submitted hereby agrees upon request of the County to state the new location where same may be found.

13. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc.

N/A

(use additional blank sheets if additional space is necessary)

14. In what manner have you inspected this proposed work? Explain in detail.

WE CURRENTLY MAINTAIN THE SYSTEM MAINTENANCE UNDER H62000-01E
AND SIGNAL MAINTENANCE UNDER T62250-02M

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

ALL WORK TO BE DONE IN ACCORDANCE TO THE CONTRACT DOCUMENTS
AND THE LATEST SPECIFICATIONS INCLUDED WITH THE CONTRACT.

16. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

To be provided upon Award

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

See Attachment #3

Equipment and Vehicle List

Vehicle #	Description	Vehicle ID #
2	2002 FORD PICK, RD	1FDWF36L22EA64229
3	1998 MITSU FLAT, WH	JW6BBF1H3WL001578
4	1989 FORD PICK, BLK	2FTHF26H7KCB55280
6	1997 FORD SUBN, WH	1FTJE34L0VHA62802
7	1997 FORD VAN, WH	1FTJE34L8VHA66646
12	2004 FORD VAN, WH	1FTSE34L34HA10870
14	1990 INTER VAN, WH	1HTSDTVN7LH228704
15	2000 FORD VAN, WH	1FTSS34L7YHA74906
16	2001 FREIG UTIL, WH	1FVABTBV61HF86187
17	2000 FORD UTIL, WH	1FDAF56S6YEE26482
18	1985 INTER UTIL, WH	1HTLDUXP5FHA63568
21	1997 GMC UTIL, WH	1GDM7H1J5VJ510558
22	2001 FORD VAN, WH	1FTSE34L11HA26027
23	1997 FORD VAN, WH	1FTJE34L7VHA57090
24	1997 FORD VAN, WH	1FTJE34L0VHA57092
25	1997 FORD VAN, WH	1FTJE34L6VHA57095
26	1988 INTER FLAT, WH	1HTLCCEN5JH538161
27	1988 INTER FLAT, WH	1HTLCCEN9JH538163
28	1992 FORD PICK, WH	2FTHF25H2NCA90568
29	1992 FORD VAN, WH	3FCLF59M1NJA01646
31	2002 FORD UTIL, WH	1FDAF57F42EB83613
32	1999 FORD UTIL, WH	1FDXF46F0XEE37201
33	1996 FORD UTIL, WH	1FTJE34H7THB66867
35	2002 FORD VAN, WH	1FTSE34L42HA43194
37	1997 FORD VAN, WH	1FTJE34L9VHA57091
39	2003 FORD VAN, WH	1FTSE34L53HC06274
40	2010 FORD VAN, WH	1FTSE3EL4ADA12893
41	2004 FORD UTIL, WH	1FDXF46S44ED64763
42	1990 INTER UTIL, WH	1HTSDZZN7LH261369
43	2002 FORD VAN, WH	1FTNE24L12HB05848
44	1998 GMC UTIL, WH	1GDM7H1J7WJ501050
45	2008 INTER FLAT, WH	1HTMVAAL48H570717
46	1997 FORD VAN, WH	1FTJE34L2VHA57093
47	1997 FORD VAN, WH	1FTJE34L4VHA57094
48	2001 FREIG UTIL, WH	1FVABTBV41HF86186
49	2002 FORD SUBN, WH	1FTSE34L72HB24783
50	1992 FORD PICK, GY	1FTEF25Y0NLA47040
51	2000 FORD VAN, WH	1FTSE34L7YHA29606
52	2000 FORD VAN, WH	1FTSE34L3YHA28739
53	2000 FORD VAN, WH	1FTSE34L2YHA15418
54	1997 FORD FLAT, WH	1FDKF37F1VEB32666
55	1997 FORD VAN, WH	1FTHS24Z9VHA32734

 ATTACHMENT 2

Equipment and Vehicle List

Vehicle #	Description	Vehicle ID #
56	1995 GMC DUMP, WH	1GDV7H1J08J500381
58	1995 INTER UTIL, WH	1HTSDAAP5SH605959
60	1997 FORD FLAT, WH	1FDKF37F5VEB64364
63	2000 FORD VAN, WH	1FTNE24L3YHB25790
65	2001 FORD VAN, WH	1FTSE34L01HA41098
66	2001 FORD VAN, WH	1FTSE34L91HA41097
67	2000 FORD VAN, WH	1FTSE34L1YHB31726
68	2000 FORD VAN, WH	1FTSE34L3YHB31744
70	2003 MITSU DELV, WH	JW6CPG1SX3L006358
72	2002 FORD SUBN, WH	1FTSE34LX2HA92092
73	2001 FORD VAN, WH	1FDSE35L41HB09037
74	1998 WE/CA TRLR, WH	1WC200E2XW1080959
75	1999 FORD VAN, WH	1FTSE34LXXHB16343
76	1995 FORD FLAT, WH	1FDKF37F4SEA50937
77	2000 FORD VAN, WH	1FTSS34L2YHB97355
78	2004 FORD FLAT, WH	1FDWF36L04EC96122
79	1997 FORD SUBN, WH	1FDKF37F0VEB42485
80	1983 CUSTO FLAT, YW	406183
81	2003 FORD VAN, WH	1FTNE24W93HB31323
82	2004 FORD VAN, WH	1FTNE24W74HA01538
83	2001 GMC UTIL, WH	1GDJG31R911198387
84	2008 FORD UTIL, WH	1FDAF57RX8EB74138
85	1997 FORD UTIL, WH	1FDNF80C1VVA03983
86	1997 FORD UTIL, WH	1FDNF80C6VVA03980
87	1998 INTER UTIL, WH	1HTSEAAN6WH531646
89	2004 FORD VAN, WH	1FTSE34L 4HA77631
90	2000 GMC UTIL, WH	1GDM7H1C9YJ505928
91	1999 FORD UTIL, BK	1FDAF56F0XEC49242
92	1999 INTER UTIL, WH	1HTSCAAN0XH650543
93	2001 INTER UTIL, WH	1HTSDAAN61H369819
94	2001 INTER UTIL, WH	1HTSCABN91H293403
95	1992 GMC RBM, WH	1GDM7H1J5NJ519579
96	2001 INTER UTIL, WH	1HTSCABN81H320638
97	1997 INTER UTIL, WH	1HTSDAAR1VH468559
98	1984 FORD UTIL, WH	1FDXK87J9EVA18499
99	2000 FORD PICK, WH	1FDWF36SXYEB83590
102	1997 FORD DUMP, WH	1FDKF37F4VEA52394
103	1997 FORD DUMP, WH	1FDKF37F8VEA72099
104	1997 FORD DUMP, WH	1FDKF37FXVEA52390
105	2001 INTER UTIL, WH	1HTSDAAR41H369623
106	1989 CURTI FLAT, YW	881056212E
109	2000 TO/BR TRLR, BK	1TBUT0718WV002311

Equipment and Vehicle List

Vehicle #	Description	Vehicle ID #
110	1999 FRHT UTIL, WH	1FV6HFBAXXHA43047
112	1966 TRUCO TRLR,YW	1729
115	1999 FORD VAN, WH	1FTNE2420XHB18124
117	2000 FORD VAN, WH	1FTSE34LXYHB26864
118	2001 INTER UTIL, WH	1HTSCABN61H333264
119	2003 FORD UTIL, WH	1FDXF46R18EC85865
120	1969 BELSH FLAT, YW	16JF01215K1020736
121	2006 JTC TRLR, WH	JTC20067L5585R161
122	1968 CURTI LTRL, YW	881053912
123	2000 SHERM TRLR, YW	12BWM1528Y1T24089
124	2006 JTCS TRLR, NO CL	JTC20067L5885R153
125	2001 INTER UTIL, WH	1HTSCABN81H333270
126	1994 FORD UTIL, YW	1FDLF47MXREA44238
128	1999 INTER TKCR, WH	1HTSCABN8XH658564
129	2001 INT UTIL, WH	1HTSDAAN01H356208
130	2003 FORD VAN, WH	1FTSE34L46HB44032
131	2006 FORD VAN, WH	1FTSE34L26DB45865
132	2008 FORD VAN, WH	1FTSE34L88DA41643
134	2002 FORD VAN, WH	1FDXF47S52ED11839
150	2004 FORD VAN, WH	1FTRE14W14HA14915
160	2001 FORD 4DSD, GL	1FAFP53U21A161747
163	2001 FORD PICK, GR	1FTNF21L01EC82248
170	1985 BUTLE FLAT, YW	1BJD14203F1004509
171	1992 CUSTO TRLR, OR	NY42003
177	2003 FORD VAN, WH	1FTSE34LX3HB60500
178	2003 FORD VAN, WH	1FTSE34L13HB80485
179	2003 FORD VAN, WH	1FTSE34L53HB60056
186	2012 FORD SUBN, BK	1FMCU9DG5CKA16666
187	2014 FORD SUBN, GY	1FMCU9G93ELE32085
189	2014 FORD SUBN, Wh	1FMCU9GX2ELE05085

ATTACHMENT 2

03/20/2016, 10:16 PM

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/21/2015

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

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

PRODUCER
MARSH USA, INC.
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036
Attn: Emcor.Certrequest@marsh.com / Fax: 209-225-0787

134379-Welsb-CON-15-16 277

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : American Casualty Company Of Reading, Pa	20427
INSURER C : Transportation Insurance Co	20494
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
WELSBACH ELECTRIC CORP. OF L.I.
300 NEWTOWN ROAD
PLAINVIEW, NY 11803

COVERAGES

CERTIFICATE NUMBER: NYC-007137282-07 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE [ ] OCCUR [X]; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC [ ]; OTHER:			GL 4025756401	10/01/2015	10/01/2016	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 6,000,000
							PRODUCTS - COMP/OP AGG	$ 14,000,000
								$
A	AUTOMOBILE LIABILITY; X ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; X HIRED AUTOS; X NON-OWNED AUTOS			BUA 4025756402	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Auto Physical Damage	$ Included
	UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 4025756303 (AOS)	10/01/2015	10/01/2016	X PER STATUTE; OTH-ER	
B				WC 4025756304 (CA)	10/01/2015	10/01/2016	E.L. EACH ACCIDENT	$ 1,000,000
C				WC 4025756377 (AZ, OR, WI)	10/01/2015	10/01/2016	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: JOB NO. 277 - TRAFFIC SIGNAL SYSTEM OPERATIONS PHASE III - CONTRACT IH620001E
ADDITIONAL INSURED UNDER ALL POLICIES (EXCEPT WORKERS COMPENSATION & EMPLOYERS LIABILITY) WHERE REQUIRED BY CONTRACT: COUNTY OF NASSAU, ALL MUNICIPALITIES, MUNICIPAL SUB-DIVISIONS & FEE OWNERS OF PROPERTIES ON WHICH WORK IS DONE.

CERTIFICATE HOLDER

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BUREAU OF REAL ESTATE INSURANCE
1 WEST STREET
MINEOLA, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Helen Bauermeister

Helen E. Bauermeister

Sample

Attachment #3

18. The undersigned hereby declares: That the foregoing information contained in this bid is a true statement, including, but not limited to, the financial condition of the individual firm herein first named as of the date herein given; the undersigned has read that portion of the Instructions to the Bidders entitled "**Qualifications and Responsibility of Bidders**" and that the bidder acknowledges its affirmative obligation to transmit with this statement any matters relevant and material to those contractor qualifications and responsibility standards; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitted a contract or issuance of a permit; that any depository, vendor or other agency herein named is authorized to supply such party with any information necessary to verify this statement; and that it understands and agrees that any material misrepresentation or omission of material fact may be deemed grounds for disqualification of the bidder as "not responsible," and may also subject the bidder to future debarment, penalties, and sanctions, to the extent permitted by law.

Joseph P. Fiord
President/CEO.
March 22, 2016

NOTE: The bids shall be sworn to by the person signing them, in one of the following forms:

(Form of affidavit where Bidder is a corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

Joseph P. Fusco Being duly sworn, deposes and says: That he resides at 1 Lyn Ct Street, in the City of Kings Park that he is the President/CEO of Welsbach Electric Corp. of L.I. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he signed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
this 22nd day of March , 2016.

Notary

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096716
Qualified in Suffolk County
Commission Expires August 4, 20

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

______________ Being duly sworn, deposes and says: That he is a member of . the firm described in and which executed the foregoing bid; that he duly subscribed the name of the firm hereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

Notary

(Form of Affidavit where Bidder is a individual)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

______________ Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
this day of , 20 .

Notary

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 2015

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from to
Commission file number 1-8267

EMCOR Group, Inc.

(Exact name of registrant as specified in its charter)

Delaware	11-2125338
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)
301 Merritt Seven Norwalk, Connecticut	06851-1092
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (203) 849-7800
Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (Section 229.405) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ (Do not check if a smaller reporting company) Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The aggregate market value of the common stock held by non-affiliates of the registrant was approximately $2,245,000,000 as of the last business day of the registrant's most recently completed second fiscal quarter, based upon the closing sale price on the New York Stock Exchange reported for such date. Shares of common stock held by each executive officer and director and by each person who owns 5% or more of the outstanding common stock (based solely on filings of such 5% holders) have been excluded from such calculation as such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

Number of shares of the registrant's common stock outstanding as of the close of business on February 22, 2016: 60,659,492 shares.

DOCUMENTS INCORPORATED BY REFERENCE

Part III. Portions of the definitive proxy statement for the 2016 Annual Meeting of Stockholders, which document will be filed with the Securities and Exchange Commission pursuant to Regulation 14A not later than 120 days after the end of the fiscal year to which this Form 10-K relates, are incorporated by reference into Items 10 through 14 of Part III of this Form 10-K.

TABLE OF CONTENTS

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FORWARD-LOOKING STATEMENTS

Certain information included in this report, or in other materials we have filed or will file with the Securities and Exchange Commission (the "SEC") (as well as information included in oral statements or other written statements made or to be made by us) contains or may contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 (the "1995 Act"). Such statements are being made pursuant to the 1995 Act and with the intention of obtaining the benefit of the "Safe Harbor" provisions of the 1995 Act. Forward-looking statements are based on information available to us and our perception of such information as of the date of this report and our current expectations, estimates, forecasts and projections about the industries in which we operate and the beliefs and assumptions of our management. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They contain words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," "may," "can," "could," "might," variations of such wording and other words or phrases of similar meaning in connection with a discussion of our future operating or financial performance, and other aspects of our business, including market share growth, gross profit, project mix, projects with varying profit margins, selling, general and administrative expenses, and trends in our business and other characterizations of future events or circumstances. From time to time, forward-looking statements also are included in our other periodic reports on Forms 10-Q and 8-K, in press releases, in our presentations, on our website and in other material released to the public. Any or all of the forward-looking statements included in this report and in any other reports or public statements made by us are only predictions and are subject to risks, uncertainties and assumptions, including those identified below in the "Risk Factors" section, the "Management's Discussion and Analysis of Financial Condition and Results of Operations" section, and other sections of this report, and in our Forms 10-Q for the three months ended March 31, 2015, June 30, 2015 and September 30, 2015 and in other reports filed by us from time to time with the SEC as well as in press releases, in our presentations, on our website and in other material released to the public. Such risks, uncertainties and assumptions are difficult to predict, beyond our control and may turn out to be inaccurate causing actual results to differ materially from those that might be anticipated from our forward-looking statements. We undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise. However, any further disclosures made on related subjects in our subsequent reports on Forms 10-K, 10-Q and 8-K should be consulted.

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PART I

ITEM 1. BUSINESS

References to the "Company," "EMCOR," "we," "us," "our" and similar words refer to EMCOR Group, Inc. and its consolidated subsidiaries unless the context indicates otherwise.

General

We are one of the largest electrical and mechanical construction and facilities services firms in the United States. In addition, we provide a number of building services and industrial services. In 2015, we had revenues of approximately $6.7 billion. Our services are provided to a broad range of commercial, industrial, utility and institutional customers through approximately 70 operating subsidiaries and joint venture entities. Our executive offices are located at 301 Merritt Seven, Norwalk, Connecticut 06851-1092, and our telephone number at those offices is (203) 849-7800.

We specialize principally in providing construction services relating to electrical and mechanical systems in all types of non-residential and certain residential facilities and in providing various services relating to the operation, maintenance and management of facilities, including refineries and petrochemical plants.

Due to a historical pattern of losses in the construction operations of our United Kingdom segment and our negative assessment of construction market conditions in the United Kingdom for the foreseeable future, we announced during the quarter ended June 30, 2013 our decision to withdraw from the construction market in the United Kingdom. During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented as discontinued operations.

We design, integrate, install, start-up, operate and maintain various electrical and mechanical systems, including:

- Electric power transmission and distribution systems;
- Premises electrical and lighting systems;
- Low-voltage systems, such as fire alarm, security and process control systems;
- Voice and data communications systems;
- Roadway and transit lighting and fiber optic lines;
- Heating, ventilation, air conditioning, refrigeration and clean-room process ventilation systems;
- Fire protection systems;
- Plumbing, process and high-purity piping systems;
- Controls and filtration systems;
- Water and wastewater treatment systems;
- Central plant heating and cooling systems;
- Crane and rigging services;
- Millwright services; and
- Steel fabrication, erection, and welding services.

Our building services operations, which are provided to a wide range of facilities, including commercial, utility, institutional and governmental facilities, include:

- Commercial and government site-based operations and maintenance;
- Facility maintenance and services, including reception, security and catering services;
- Outage services to utilities and industrial plants;

- Military base operations support services;
- Mobile mechanical maintenance and services;
- Floor care and janitorial services;
- Landscaping, lot sweeping and snow removal;
- Facilities management;
- Vendor management;
- Call center services;
- Installation and support for building systems;
- Program development, management and maintenance for energy systems;
- Technical consulting and diagnostic services;
- Infrastructure and building projects for federal, state and local governmental agencies and bodies; and
- Small modification and retrofit projects.

Our industrial services are provided to refineries and petrochemical plants and include:

- On-site repairs, maintenance and service of heat exchangers, towers, vessels and piping;
- Design, manufacturing, repair and hydro blast cleaning of shell and tube heat exchangers and related equipment;
- Refinery turnaround planning and engineering services;
- Specialty welding services;
- Overhaul and maintenance of critical process units in refineries and petrochemical plants; and
- Specialty technical services for refineries and petrochemical plants.

We provide construction services and building services directly to corporations, municipalities and federal and state governmental entities, owners/developers, and tenants of buildings. We also provide our construction services indirectly by acting as a subcontractor to general contractors, systems suppliers, property managers and other subcontractors. Our industrial services generally are provided directly to refineries and petrochemical plants. Worldwide, as of December 31, 2015, we had approximately 29,000 employees.

Our revenues are derived from many different customers in numerous industries, which have operations in several different geographical areas. Of our 2015 revenues, approximately 94% were generated in the United States and approximately 6% were generated in foreign countries, substantially all in the United Kingdom. In 2015, approximately 33% of revenues were derived from new construction projects, 18% were derived from renovation and retrofit of customer's existing facilities, 35% were derived from our building services operations, and 14% were derived from our industrial services operations.

The broad scope of our operations is more particularly described below. For information regarding the revenues, operating income and total assets of each of our segments with respect to each of the last three years, and our revenues and assets attributable to the United States and the United Kingdom for the last three years, see Note 17 - Segment Information of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data.

Operations

The electrical and mechanical construction services industry has grown over the years due principally to the increased content, complexity and sophistication of electrical and mechanical systems, as well as the installation of more technologically advanced voice and data communications, lighting, and environmental control systems in all types of facilities in large part due to the integration of digital processing and information technology. For these reasons, buildings need extensive electrical distribution systems. In addition, advanced voice and data communication systems require sophisticated power supplies and extensive low-voltage and fiber-optic communications cabling. Moreover, the need for substantial environmental controls within a building, due to the heightened need for climate control to maintain extensive computer systems at optimal temperatures, and the demand for energy savings and environmental controls in individual spaces have over the years expanded opportunities for our electrical and mechanical services businesses. The demand for these services is typically driven by non-residential construction and renovation activity.

Electrical and mechanical construction services primarily involve the design, integration, installation and start-up, and provision of services relating to: (a) electric power transmission and distribution systems, including power cables, conduits, distribution panels, transformers, generators, uninterruptible power supply systems and related switch gear and controls; (b) premises electrical and lighting systems, including fixtures and controls; (c) low-voltage systems, such as fire alarm, security and process control systems; (d) voice and data communications systems, including fiber-optic and low-voltage cabling; (e) roadway and transit lighting and fiber-optic lines; (f) heating, ventilation, air conditioning, refrigeration and clean-room process ventilation systems; (g) fire protection systems; (h) plumbing, process and high-purity piping systems; (i) controls and filtration systems; (j) water and wastewater treatment systems; (k) central plant heating and cooling systems; (l) cranes and rigging; (m) millwrighting; and (n) steel fabrication, erection and welding.

Electrical and mechanical construction services generally fall into one of two categories: (a) large installation projects with contracts often in the multi-million dollar range that involve construction of manufacturing and commercial buildings and institutional and public works projects or the fit-out of large blocks of space within commercial buildings and (b) smaller installation projects typically involving fit-out, renovation and retrofit work.

Our United States electrical and mechanical construction services operations accounted for about 51% of our 2015 revenues, approximately 65% of which were related to new construction and approximately 35% of which were related to renovation and retrofit projects. Due to a historical pattern of losses in the construction operations of our United Kingdom segment and our negative assessment of construction market conditions in the United Kingdom for the foreseeable future, we announced during the quarter ended June 30, 2013 our decision to withdraw from the construction market in the United Kingdom. During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented as discontinued operations. Accordingly, we focus in the United Kingdom principally on building services.

We provide electrical and mechanical construction services for both large and small installation and renovation projects. Our largest projects have included those: (a) for institutional purposes (such as educational and correctional facilities and research laboratories); (b) for manufacturing purposes (such as pharmaceutical plants, steel, pulp and paper mills, chemical, food, automotive and semiconductor manufacturing facilities and power generation); (c) for transportation purposes (such as highways, bridges, airports and transit systems); (d) for commercial purposes (such as office buildings, data centers, convention centers, sports stadiums and shopping malls); (e) for hospitality purposes (such as resorts, hotels and casinos); (f) for water and wastewater purposes; and (g) for healthcare purposes. Our largest projects, which typically range in size from $10.0 million up to and occasionally exceeding $150.0 million and are frequently multi-year projects, represented approximately 27% of our worldwide construction services revenues in 2015.

Our projects of less than $10.0 million accounted for approximately 73% of our worldwide construction services revenues in 2015. These projects are typically completed in less than one year. They usually involve electrical and mechanical construction services when an end-user or owner undertakes construction or modification of a facility to accommodate a specific use. These projects frequently require electrical and mechanical systems to meet special needs such as critical systems power supply, fire protection systems, special environmental controls and high-purity air systems, sophisticated electrical and mechanical systems for data centers, new production lines in manufacturing plants, and office arrangements in existing office buildings. They are not usually dependent upon the new construction market. Demand for these projects and types of services is often prompted by the expiration of leases, changes in technology, or changes in the customer's plant or office layout in the normal course of a customer's business.

We have a broad customer base with many long-standing relationships. We perform construction services pursuant to contracts with owners, such as corporations, municipalities and other governmental entities, general contractors, systems suppliers, construction managers, developers, other subcontractors and tenants of commercial properties. Institutional and public works projects are frequently long-term complex projects that require significant technical and management skills and the financial strength to obtain bid and performance bonds, which are often a condition to bidding for and winning these projects.

We also install and maintain lighting for streets, highways, bridges and tunnels, traffic signals, computerized traffic control systems, and signal and communication systems for mass transit systems in several metropolitan areas. In addition, in the United States, we manufacture and install sheet metal air handling systems for both our own mechanical construction operations and for unrelated mechanical contractors. We also maintain welding and pipe fabrication shops in support of some of our mechanical operations.

Our United States building services segment offers a broad range of services, including operation, maintenance and service of electrical and mechanical systems; commercial and government site-based operations and maintenance; facility maintenance and services, including outage services to utilities and manufacturing facilities; military base operations support services; mobile mechanical maintenance and services; floor care and janitorial services; landscaping, lot sweeping and snow removal; facilities management; vendor management, call center services; installation and support for building systems; program development, management and maintenance with respect to energy systems; technical consulting and diagnostic services; infrastructure and building projects for federal, state and local governmental agencies and bodies; and small modification and retrofit projects.

These building services, which generated approximately 35% of our 2015 revenues, are provided to owners, operators, tenants and managers of all types of facilities both on a contract basis for a specified period of time and on an individual task order basis. Of our 2015 building services revenues, approximately 87% were generated in the United States and approximately 13% were generated in the United Kingdom.

Our building services operations have built upon our traditional electrical and mechanical services operations and our client relationships to expand the scope of services being offered and to develop packages of services for customers on a regional and national basis.

Demand for our building services is often driven by customers' decisions to focus on their core competencies, customers' programs to reduce costs, the increasing technical complexity of their facilities and their mechanical, electrical, voice and data and other systems, and the need for increased reliability, especially in electrical and mechanical systems. These trends have led to outsourcing and privatization programs whereby customers in both the private and public sectors seek to contract out those activities that support, but are not directly associated with, the customer's core business. Clients of our building services business include federal and state governments, utilities, independent power producers, pulp and paper producers, and major corporations engaged in information technology, telecommunications, pharmaceuticals, financial services, publishing and other manufacturing, and large retailers and other businesses with geographically dispersed portfolios throughout the United States.

We currently provide building services in a majority of the states in the United States to commercial, industrial, institutional and governmental customers and as part of our operations are responsible for: (a) the oversight of all or most of the facilities operations of a business, including operation and maintenance; (b) servicing, upgrade and retrofit of HVAC, electrical, plumbing and industrial piping and sheet metal systems in existing facilities; (c) interior and exterior services, including floor care and janitorial services, landscaping, lot sweeping and snow removal; (d) diagnostic and solution engineering for building systems and their components; and (e) maintenance and support services to manufacturers and power producers.

In the Washington D.C. metropolitan area, we provide building services at a number of preeminent buildings, including those that house the Secret Service, The Federal Deposit Insurance Corporation, the National Foreign Affairs Training Center, and the Department of Health and Human Services, as well as other government facilities including the NASA Jet Propulsion Laboratory in Pasadena, California. We also provide building services to a number of military bases, including base operations support services to the Navy National Capital Region and the Army's Fort Huachuca, Arizona, and are also involved in a joint venture providing building services to the Naval Support Activity Mid-South Base in Tennessee. The agreements pursuant to which this division provides services to the federal government are frequently for a base year and a number of option years exercisable at the sole discretion of the government, are often subject to renegotiation by the government in terms of scope of services, and are subject to termination by the government prior to the expiration of the applicable term.

Our United Kingdom subsidiary primarily focuses on building services and currently provides a broad range of services under multi-year agreements to public and private sector customers, including airlines, airports, real estate property managers, manufacturers and governmental agencies.

Our industrial services business is a recognized leader in the refinery turnaround market and has a growing presence in the petrochemical market. In July 2013, we acquired RepconStrickland, Inc. expanding services we provide to our refinery and petrochemical customers and significantly increasing the size of our industrial services business. Our industrial services business: (a) provides after-market maintenance, repair and cleaning services for highly engineered shell and tube heat exchangers for refineries and petrochemical plants both in the field and at our own shops, including tube and shell repairs, bundle repairs, and extraction services, and (b) designs and manufactures new highly engineered shell and tube heat exchangers. We also perform a broad range of turnaround and maintenance services for critical units of refineries so as to upgrade, repair and maintain them. Such services include turnaround and maintenance services relating to: (i) engineering and planning services in advance of complex refinery turnarounds, (ii) overhaul and maintenance of critical process units (including hydrofluoric alkylation units, fluid catalytic cracking units, coking units, heaters, heat exchangers and related mechanical equipment) during refinery and petrochemical plant shut downs, (iii) replacement and new construction-capital projects for refineries and petrochemical plants, and (iv) other related specialty technical services such as (a) welding, including pipe welding, and fabrication; heater, boiler, and reformer repairs and replacements; converter repair and revamps; and vessel, exchanger and tower services; (b) tower and column repairs in refineries and petrochemical facilities; (c) installation and repair of refractory materials for critical units in process plants so as to protect equipment from corrosion, erosion, and extreme temperatures; and (d) acid-proofing services to protect critical components at refineries from chemical exposure.

Competition

In our construction services, building services and industrial services businesses, we compete with national, regional and local companies, many of which are small, owner-operated entities that carry on their businesses in a limited geographic area, as well as with certain foreign companies.

We believe that the electrical and mechanical construction services businesses are highly fragmented and our competition includes thousands of small companies across the United States. In the United States, there are a few public companies focused on providing either electrical and/or mechanical construction services, such as Integrated Electrical Services, Inc., Comfort Systems USA, Inc. and Tutor Perini Corporation. A majority of our revenues are derived from projects requiring competitive bids; however, an invitation to bid is often conditioned upon prior experience, technical capability and financial strength. Because we have total assets, annual revenues, access to bank credit and surety bonding and expertise significantly greater than most of our competitors, we believe we have a significant competitive advantage over our competitors in providing electrical and mechanical construction services. Competitive factors in the electrical and mechanical construction services business include: (a) the availability of qualified and/or licensed personnel; (b) reputation for integrity and quality; (c) safety record; (d) cost structure; (e) relationships with customers; (f) geographic diversity; (g) the ability to control project costs; (h) experience in specialized markets; (i) the ability to obtain surety bonding; (j) adequate working capital; (k) access to bank credit; and (l) price. However, there are relatively few significant barriers to entry to several types of our construction services business.

While the building services business is also highly fragmented with most competitors operating in a specific geographic region, a number of large United States based corporations such as ABCOM Technology Corporation, Johnson Controls, Inc., Fluor Corp., J&J Worldwide Services, Cushman & Wakefield Inc., CB Richard Ellis, Inc., Jones Lang LaSalle Incorporated, Sodexo, Inc., Aramark Corporation and ABM Industries Incorporated are engaged in this field, as are large original equipment manufacturers such as Carrier Corp. and Trane Inc. In addition, we compete with several regional firms serving all or portions of the markets we target, such as Edelman Valley Crest, Inc., Kellermeyer Bergensons Services, Inc., SMS Assist, LLC and Ferandino & Sons, Inc. Our principal services competitors in the United Kingdom include ISS UK Ltd. and MITIE Group plc. The key competitive factors in the building services business include price, service, quality, technical expertise, geographic scope and the availability of qualified personnel and managers. Due to our size, both financial and geographic, and our technical capability and management experience, we believe we are in a strong competitive position in the building services business. However, there are relatively few barriers to entry to most of our building services businesses.

In our industrial services business, we are a leading North American provider of after-market maintenance and repair services for, and manufacturing of, highly engineered shell and tube heat exchangers and related equipment and a leader in providing specialized services to refineries and petrochemical plants. The market for providing these services and products to refineries and petrochemical plants is highly fragmented and includes large national industrial services providers, as well as numerous regional companies, including PV Industrial Companies Ltd., Matrix Service Company, Starcon, Turner Industries, Team, Inc., Cust-O-Fab, Dunn Heat, and Wyatt Field Service Company. In the manufacture of heat exchangers, we compete with both U.S. and foreign manufacturers. The key competitive factors in the industrial services market include service, quality, ability to respond quickly, technical expertise, price, safety record and availability of qualified personnel. Due to our technical capabilities, safety record and skilled workforce, we believe that we are in a strong competitive position in the industrial services market we serve. Because of the complex tasks associated with turnarounds and the precision required in the manufacture of heat exchangers, we believe that the barriers to entry in this business are significant.

Employees

At December 31, 2015, we employed approximately 29,000 people, approximately 56% of whom are represented by various unions pursuant to more than 375 collective bargaining agreements between our individual subsidiaries and local unions. We believe that our employee relations are generally good. Only two of these collective bargaining agreements are national or regional in scope.

Backlog

Our backlog at December 31, 2015 was $3.77 billion compared to $3.63 billion of backlog at December 31, 2014. Backlog increases with awards of new contracts and decreases as we perform work on existing contracts. Backlog is not a term recognized under United States generally accepted accounting principles; however, it is a common measurement used in our industry. We include a project within our backlog at such time as a contract is awarded and agreement on contract terms has been reached. Backlog includes unrecognized revenues to be realized from uncompleted construction contracts plus unrecognized revenues expected to be realized over the remaining term of services contracts. However, we do not include in backlog contracts for which we are paid on a time and material basis and a fixed amount cannot be determined, and if the remaining term of a services contract exceeds 12 months, the unrecognized revenues attributable to such contract included in backlog are limited to only the next 12 months of revenues provided for in the contract award. Our backlog also includes amounts related to services contracts for which a fixed price contract value is not assigned when a reasonable estimate of total revenues can be made from budgeted amounts agreed to with our customer. Our backlog is comprised of: (a) original contract amounts, (b) change orders for which we have received written confirmations from our customers, (c) pending change orders for which we expect to receive confirmations in the ordinary course of business and (d) claim amounts that we have made against customers for which we have determined we have a legal basis under existing contractual arrangements and as to which we consider recovery to be probable. Such claim amounts were immaterial for all periods presented. Our backlog does not include anticipated revenues from unconsolidated joint ventures or variable interest entities and anticipated revenues from pass-through costs on contracts for which we are acting in the capacity of an agent and which are reported on the net basis. We believe our backlog is firm, although many contracts are subject to cancellation at the election of our customers. Historically, cancellations have not had a material adverse effect on us. We estimate that 79% of our backlog as of December 31, 2015 will be recognized as revenues during 2016.

Available Information

We file annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission, which we refer to as the "SEC". These filings are available to the public over the internet at the SEC's website at http://www.sec.gov. You may also read and copy any document we file at the SEC's Public Reference Room located at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the Public Reference Room.

Our internet address is www.emcorgroup.com. We make available free of charge through www.emcorgroup.com our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports, as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. References to our website addressed in this report are provided as a convenience and do not constitute, and should not be viewed as, an incorporation by reference of the information contained on, or available through, the website. Therefore, such information should not be considered part of this report.

Our Board of Directors has an audit committee, a compensation and personnel committee and a nominating and corporate governance committee. Each of these committees has a formal charter. We also have Corporate Governance Guidelines, which include guidelines regarding related party transactions, a Code of Ethics for our Chief Executive Officer and Senior Financial Officers, and a Code of Ethics and Business Conduct for Directors, Officers and Employees. Copies of these charters, guidelines and codes, and any waivers or amendments to such codes which are applicable to our executive officers, senior financial officers or directors, can be obtained free of charge from our website, www.emcorgroup.com.

You may request a copy of the foregoing filings (excluding exhibits), charters, guidelines and codes and any waivers or amendments to such codes which are applicable to our executive officers, senior financial officers or directors, at no cost by writing to us at EMCOR Group, Inc., 301 Merritt Seven, Norwalk, CT 06851-1092, Attention: Corporate Secretary, or by telephoning us at (203) 849-7800.

ITEM 1A. RISK FACTORS

Our business is subject to a variety of risks, including the risks described below as well as adverse business and market conditions and risks associated with foreign operations. The risks and uncertainties described below are not the only ones facing us. Additional risks and uncertainties not known to us or not described below which we have not determined to be material may also impact our business operations. You should carefully consider the risks described below, together with all other information in this report, including information contained in the "Business," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Quantitative and Qualitative Disclosures about Market Risk" sections. If any of the following risks actually occur, our business, financial position, results of operations and/or cash flows could be adversely affected, and we may not be able to achieve our goals. Such events may cause actual results to differ materially from expected and historical results, and the trading price of our common stock could decline.

Economic downturns have led to reductions in demand for our services. Negative conditions in the credit markets may adversely impact our ability to operate our business. The level of demand from our clients for our services has been, in the past, adversely impacted by slowdowns in the industries we service, as well as in the economy in general. When the general level of economic activity has been reduced from historical levels, certain of our ultimate customers have delayed or cancelled projects or capital spending, especially with respect to more profitable private sector work, and such slowdowns adversely affect our ability to grow, reducing our revenues and profitability. A number of economic factors, including financing conditions for the industries we serve, have, in the past, adversely affected our ultimate customers and their ability or willingness to fund expenditures. General concerns about the fundamental soundness of domestic and foreign economies may cause ultimate customers to defer projects even if they have credit available to them. Worsening of financial and macroeconomic conditions could have a significant adverse effect on our revenues and profitability.

Many of our clients depend on the availability of credit to help finance their capital and maintenance projects. At times, tightened availability of credit has negatively impacted the ability of existing and prospective ultimate customers to fund projects we might otherwise perform, particularly those in the more profitable private sector. As a result, our ultimate customers may defer such projects for an unknown, and perhaps lengthy, period. Any such deferrals would inhibit our growth and would adversely affect our results of operations.

In a weak economic environment, particularly in a period of restrictive credit markets, we may experience greater difficulties in collecting payments from, and negotiating change orders and/or claims with, our clients due to, among other reasons, a diminution in our ultimate customers' access to the credit markets. If clients delay in paying or fail to pay a significant amount of our outstanding receivables, or we fail to successfully negotiate a significant portion of our change orders and/or claims with clients, it could have an adverse effect on our liquidity, results of operations and financial position.

Our business has traditionally lagged recoveries in the general economy and, therefore, may not recover as quickly as the economy at large.

Our business is vulnerable to the cyclical nature of the markets in which our clients operate and is dependent upon the timing and funding of new awards. We provide construction and maintenance services to ultimate customers operating in a number of markets which have been, and we expect will continue to be, cyclical and subject to significant fluctuations due to a variety of factors beyond our control, including economic conditions and changes in client spending.

Regardless of economic or market conditions, investment decisions by our ultimate customers may vary by location or as a result of other factors like the availability of labor, relative construction costs or competitive conditions in their industries. Because we are dependent on the timing and funding of new awards, we are therefore vulnerable to changes in our clients' markets and investment decisions.

Our business may be adversely affected by significant delays and reductions in government appropriations. Curtailed spending aimed at reducing federal, state and local budget deficits could result in governmental agencies or departments deferring or canceling projects that we might otherwise have sought to perform. Budgetary constraints and ongoing concerns regarding the U.S. national debt may place downward pressure on spending levels of the U.S. government. Some of our businesses derive a significant portion of their revenues from federal, state and local governmental bodies.

An increase in the prices of certain materials used in our businesses could adversely affect our businesses. We are exposed to market risk of increases in certain commodity prices of materials, such as copper and steel, which are used as components of supplies or materials utilized in all of our operations. We are also exposed to increases in energy prices, particularly as they relate to gasoline prices for our fleet of over 8,500 vehicles. While we believe we can increase our prices to adjust for some price increases in commodities, there can be no assurance that price increases of commodities, if they were to occur, would be recoverable. Additionally, our fixed price contracts do not allow us to adjust our prices and, as a result, increases in material or fuel costs could reduce our profitability with respect to such projects. Fluctuations in energy prices as well as in commodity prices of materials may adversely affect our customers and as a result cause them to curtail the use of our services. Recent declines in the price of oil have caused some of our refinery customers to curtail or delay maintenance or capital projects. Further declines in the price of oil may adversely affect some of our refinery customers causing them to defer maintenance and/or capital projects performed by companies in our United States industrial services segment or delay purchases or repairs of heat exchangers that are manufactured and repaired by some of our companies.

Our industry is highly competitive. Our industry is served by numerous small, owner-operated private companies, a few public companies and several large regional companies. In addition, relatively few barriers prevent entry into most of our businesses. As a result, any organization that has adequate financial resources and access to technical expertise may become a competitor. Competition in our industry depends on numerous factors, including price. Certain of our competitors have lower overhead cost structures and, therefore, are able to provide their services at lower rates than we are currently able to provide. In addition, some of our competitors have greater resources than we do. We cannot be certain that our competitors will not develop the expertise, experience and resources necessary to provide services that are superior in quality and lower in price to ours. Similarly, we cannot be certain that we will be able to maintain or enhance our competitive position within our industries or maintain a customer base at current levels. We may also face competition from the in-house service organizations of existing or prospective customers, particularly with respect to building services. Many of our customers employ personnel who perform some of the same types of building services that we do. We cannot be certain that our existing or prospective customers will continue to outsource building services in the future.

We are a decentralized company, which presents certain risks. While we believe decentralization has enhanced our growth and enabled us to remain responsive to opportunities and to our customers' needs, it necessarily places significant control and decision-making powers in the hands of local management. This presents various risks, including the risk that we may be slower or less able to identify or react to problems affecting a key business than we would in a more centralized environment.

Our business may also be affected by weather conditions. Adverse weather conditions, particularly during the winter season, could impact our construction services operations as those conditions affect our ability to perform efficient work outdoors in certain regions of the United States, adversely affecting the revenues and profitability of those operations. However, the absence of snow in the United States during the winter could cause us to experience reduced revenues and profitability in our United States building services segment, which has meaningful snow removal operations. In addition, cooler than normal temperatures during the summer months could reduce the need for our services, particularly in our businesses that install or service air conditioning units, and result in reduced revenues and profitability during the period such unseasonal weather conditions persist.

Our business may be affected by the work environment. We perform our work under a variety of conditions, including but not limited to, difficult terrain, difficult site conditions and busy urban centers where delivery of materials and availability of labor may be impacted, clean-room environments where strict procedures must be followed, and sites which may have been exposed to harsh and hazardous conditions, especially at chemical plants, refineries and other process facilities. Performing work under these conditions can negatively affect efficiency and, therefore, our profitability.

Our dependence upon fixed price contracts could adversely affect our business. We currently generate, and expect to continue to generate, a significant portion of our revenues from fixed price contracts. We must estimate the total costs of a particular project to bid for fixed price contracts. The actual cost of labor and materials, however, may vary from the costs we originally estimated. These variations, along with other risks, inherent in performing fixed price contracts, may cause actual gross profits from projects to differ from those we originally estimated and could result in reduced profitability or losses on projects. Depending upon the size of a particular project, variations from the estimated contract costs can have a significant impact on our operating results for any fiscal quarter or year.

We could incur additional costs to cover certain guarantees. In some instances, we guarantee completion of a project by a specific date or price, cost savings, achievement of certain performance standards or performance of our services at a certain standard of quality. If we subsequently fail to meet such guarantees, we may be held responsible for costs resulting from such failures. Such a failure could result in our payment of liquidated or other damages. To the extent that any of these events occur, the total costs of a project could exceed the original estimated costs, and we would experience reduced profits or, in some cases, a loss.

Many of our contracts, especially our building services contracts for governmental and non-governmental entities, may be canceled on short notice, and we may be unsuccessful in replacing such contracts if they are canceled or as they are completed or expire. We could experience a decrease in revenues, net income and liquidity if any of the following occur:

- customers cancel a significant number of contracts;
- we fail to win a significant number of our existing contracts upon re-bid;
- we complete a significant number of non-recurring projects and cannot replace them with similar projects; or
- we fail to reduce operating and overhead expenses consistent with any decrease in our revenues.

We may be unsuccessful in generating internal growth. Our ability to generate internal growth will be affected by, among other factors, our ability to:

- expand the range of services offered to customers to address their evolving needs;
- attract new customers; and
- increase the number of projects performed for existing customers.

In addition, existing and potential customers in the past have reduced, and may continue to reduce, the number or size of projects available to us because of general economic conditions or due to their inability to obtain capital or pay for services we provide. Many of the factors affecting our ability to generate internal growth are beyond our control, and we cannot be certain that our strategies will be successful or that we will be able to generate cash flow sufficient to fund our operations and to support internal growth. If we are not successful, we may not be able to achieve internal growth, expand operations or grow our business.

The departure of key personnel could disrupt our business. We depend on the continued efforts of our senior management. The loss of key personnel, or the inability to hire and retain qualified executives, could negatively impact our ability to manage our business.

We may be unable to attract and retain skilled employees. Our ability to grow and maintain productivity and profitability will be limited by our ability to employ, train and retain skilled personnel necessary to meet our requirements. We are dependent upon our project managers and field supervisors who are responsible for managing our projects; and there can be no assurance that any individual will continue in his or her capacity for any particular period of time, and the loss of such qualified employees could have an adverse effect on our business. We cannot be certain that we will be able to maintain an adequate skilled labor force necessary to operate efficiently and to support our business strategy or that labor expenses will not increase as a result of a shortage in the supply of these skilled personnel. Labor shortages or increased labor costs could impair our ability to maintain our business or grow our revenues.

Our unionized workforce could adversely affect our operations, and we participate in many multiemployer union pension plans which could result in substantial liabilities being incurred. As of December 31, 2015, approximately 56% of our employees were covered by collective bargaining agreements. Although the majority of these agreements prohibit strikes and work stoppages, we cannot be certain that strikes or work stoppages will not occur in the future. However, only two of our collective bargaining agreements are national or regional in scope, and not all of our collective bargaining agreements expire at the same time. Strikes or work stoppages would adversely impact our relationships with our customers and could have a material adverse effect on our financial position, results of operations and cash flows. We contribute to over 200 multiemployer union pension plans based upon wages paid to our union employees that could result in our being responsible for a portion of the unfunded liabilities under such plans. Our potential liability for unfunded liabilities could be material. Under the Employee Retirement Income Security Act, we may become liable for our proportionate share of a multiemployer pension plan's underfunding, if we cease to contribute to that pension plan or significantly reduce the employees in respect of which we make contributions to that pension plan. See Note 14 - Retirement Plans of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for additional information regarding multiemployer plans.

Fluctuating foreign currency exchange rates impact our financial results. We have operations in the United Kingdom, which in 2015 accounted for 6% of our revenues. Our reported financial position and results of operations are exposed to the effects (both positive and negative) that fluctuating exchange rates have on the process of translating the financial statements of our United Kingdom operations, which are denominated in local currencies, into the U.S. dollar.

Our failure to comply with environmental laws could result in significant liabilities. Our operations are subject to various laws, including environmental laws and regulations, among which many deal with the handling and disposal of asbestos and other hazardous or universal waste products, PCBs and fuel storage. A violation of such laws and regulations may expose us to various claims, including claims by third parties, as well as remediation costs and fines. We own and lease many facilities. Some of these facilities contain fuel storage tanks, which may be above or below ground. If these tanks were to leak, we could be responsible for the cost of remediation as well as potential fines. As a part of our business, we also install fuel storage tanks and are sometimes required to deal with hazardous materials, all of which may expose us to environmental liability.

In addition, new laws and regulations, stricter enforcement of existing laws and regulations, the discovery of previously unknown contamination or leaks, or the imposition of new clean-up requirements could require us to incur significant costs or become the basis for new or increased liabilities that could harm our financial position and results of operations, although certain of these costs might be covered by insurance. In some instances, we have obtained indemnification or covenants from third parties (including predecessors or lessors) for such clean-up and other obligations and liabilities, and we believe such indemnities and covenants are adequate to cover such obligations and liabilities. However, such third-party indemnities or covenants may not cover all of such costs or third-party indemnitors may default on their obligations. In addition, unanticipated obligations or liabilities, or future obligations and liabilities, may have a material adverse effect on our business operations. Further, we cannot be certain that we will be able to identify, or be indemnified for, all potential environmental liabilities relating to any acquired business.

Adverse resolution of litigation and other legal proceedings may harm our operating results or financial position. We are a party to lawsuits and other legal proceedings, most of which occur in the normal course of our business. Litigation and other legal proceedings can be expensive, lengthy and disruptive to normal business operations. An unfavorable resolution of a particular legal proceeding could have a material adverse effect on our business, operating results, financial position and cash flows, and in some cases, on our reputation or our ability to obtain projects from customers, including governmental entities. See Item 3. Legal Proceedings and Note 15 - Commitments and Contingencies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data, for more information regarding legal proceedings in which we are involved.

Opportunities within the government sector could lead to increased governmental regulation applicable to us. As a government contractor we are subject to a number of procurement rules and other regulations, any deemed violation of which could lead to fines or penalties or a loss of business. Government agencies routinely audit and investigate government contractors. Government agencies may review a contractor's performance under its contracts, cost structure and compliance with applicable laws, regulations and standards. If government agencies determine through these audits or reviews that costs are improperly allocated to specific contracts, they will not reimburse the contractor for those costs or may require the contractor to refund previously reimbursed costs. If government agencies determine that we are engaged in improper activity, we may be subject to civil and criminal penalties and debarment or suspension from doing business with the government. Government contracts are also subject to renegotiation of terms by the government, termination by the government prior to the expiration of the term, and non-renewal by the government.

A material portion of our business depends on our ability to provide surety bonds. We may be unable to compete for or work on certain projects if we are not able to obtain the necessary surety bonds. Our construction contracts frequently require that we obtain from surety companies and provide to our customers payment and performance bonds as a condition to the award of such contracts. Such surety bonds secure our payment and performance obligations. Under standard terms in the surety market, surety companies issue bonds on a project-by-project basis and can decline to issue bonds at any time or require the posting of collateral as a condition to issuing any bonds. Current or future market conditions, as well as changes in our sureties' assessment of our or their own operating and financial risk, could cause our surety companies to decline to issue, or substantially reduce the amount of, bonds for our work or to increase our bonding costs. These actions can be taken on short notice. If our surety companies were to limit or eliminate our access to bonding, our alternatives would include seeking bonding capacity from other surety companies, increasing business with clients that do not require bonds and posting other forms of collateral for project performance, such as letters of credit, parent company guarantees or cash. We may be unable to secure these alternatives in a timely manner, on acceptable terms, or at all. Accordingly, if we were to experience an interruption or reduction in the availability of bonding, we may be unable to compete for or work on certain projects. Increases in the costs of surety bonds also could adversely impact our profitability.

We are effectively self-insured against many potential liabilities. Although we maintain insurance policies with respect to a broad range of risks, including automobile liability, general liability, workers' compensation and employee group health, these policies do not cover all possible claims and certain of the policies are subject to large deductibles. Accordingly, we are effectively self-insured for a substantial number of actual and potential claims. In addition, if any of our insurance carriers defaulted on its obligations to provide insurance coverage by reason of its insolvency or for other reasons, our exposure to claims would increase and our profits would be adversely affected. Our estimates for unpaid claims and expenses are based on known facts, historical trends and industry averages, utilizing the assistance of an actuary. We reflect these liabilities in our balance sheet as "Other accrued expenses and liabilities" and "Other long-term obligations." The determination of such estimated liabilities and their appropriateness are reviewed and updated at least quarterly. However, these liabilities are difficult to assess and estimate due to many relevant factors, the effects of which are often unknown, including the severity of an injury or damage, the determination of liability in proportion to other parties, the timeliness of reported claims, the effectiveness of our risk management and safety programs and the terms and conditions of our insurance policies. Our accruals are based upon known facts, historical trends and our reasonable estimate of future expenses, and we believe such accruals are adequate. However, unknown or changing trends, risks or circumstances, such as increases in claims, a weakening economy, increases in medical costs, changes in case law or legislation or changes in the nature of the work we perform, could render our current estimates and accruals inadequate. In such case, adjustments to our balance sheet may be required and these increased liabilities would be recorded in the period that the experience becomes known. Insurance carriers may be unwilling, in the future, to provide our current levels of coverage without a significant increase in insurance premiums and/or collateral requirements to cover our obligations to them. Increased collateral requirements may be in the form of additional letters of credit and/or cash, and an increase in collateral requirements could significantly reduce our liquidity. If insurance premiums increase, and/or if insurance claims are higher than our estimates, our profitability could be adversely affected.

Health care reform could adversely affect our operating results. In 2010, the United States government enacted comprehensive health care reform legislation. To date, we have not experienced material costs related to the health care reform legislation; however, it is possible that our operating results and/or cash flows could be adversely affected in the future by increased costs, expanded liability exposure and requirements that change the ways we provide healthcare and other benefits to our employees.

We may incur liabilities or suffer negative financial impact relating to occupational, health and safety matters. Our operations are subject to extensive laws and regulations relating to the maintenance of safe conditions in the workplace. While we have invested, and will continue to invest, substantial resources in our robust occupational, health and safety programs, many of our businesses involve a high degree of operational risk, and there can be no assurance that we will avoid significant exposure. These hazards can cause personal injury and loss of life, severe damage to or destruction of property and equipment and other consequential damages and could lead to suspension of operations, large damage claims and, in extreme cases, criminal liability.

Our customers seek to minimize safety risks on their sites and they frequently review the safety records of contractors during the bidding process. If our safety record were to substantially deteriorate over time, we might become ineligible to bid on certain work and our customers could cancel our contracts and/or not award us future business.

Acquisitions could adversely affect our business and results of operations. As part of our growth strategy, we acquire companies that expand, complement and/or diversify our businesses. Realization of the anticipated benefits of an acquisition will depend, among other things, upon our ability to: (a) effectively conduct due diligence on companies we propose to acquire to identify problems at these companies or (b) recognize incompatibilities or other obstacles to successful integration of the acquired business with our other operations and gain greater efficiencies and scale that will translate into reduced costs in a timely manner. However, there can be no assurance that an acquisition we may make in the future will provide the benefits anticipated when entering into the transaction. Acquisitions we have made and future acquisitions may expose us to operational challenges and risks, including the diversion of management's attention from our existing businesses, the failure to retain key personnel or customers of the acquired business and the assumption of unknown liabilities of the acquired business for which there are inadequate reserves. Our ability to sustain our growth and maintain our competitive position may be affected by our ability to identify and acquire desirable businesses and successfully integrate any business acquired.

Our results of operations could be adversely affected as a result of goodwill and other identifiable intangible asset impairments. When we acquire a business, we record an asset called "goodwill" equal to the excess amount paid for the business, including liabilities assumed, over the fair value of the tangible and identifiable intangible assets of the business acquired. The Financial Accounting Standards Board ("FASB") requires that all business combinations be accounted for using the acquisition method of accounting and that certain identifiable intangible assets acquired in a business combination be recognized as assets apart from goodwill. FASB Accounting Standard Codification ("ASC") Topic 350, "Intangibles-Goodwill and Other" ("ASC 350") provides that goodwill and other identifiable intangible assets that have indefinite useful lives not be amortized, but instead must be tested at least annually for impairment, and identifiable intangible assets that have finite useful lives should continue to be amortized over their useful lives and be tested for impairment whenever facts and circumstances indicate that the carrying values may not be fully recoverable. ASC 350 also provides specific guidance for testing goodwill and other non-amortized identifiable intangible assets for impairment, which we test annually each October 1. ASC 350 requires management to make certain estimates and assumptions to allocate goodwill to reporting units and to determine the fair value of reporting unit net assets and liabilities. Such fair value is determined using discounted estimated future cash flows. Our development of the present value of future cash flow projections is based upon assumptions and estimates by management from a review of our operating results, business plans, anticipated growth rates and margins and the weighted average cost of capital, among others. Much of the information used in assessing fair value is outside the control of management, such as interest rates, and these assumptions and estimates can change in future periods. There can be no assurance that our estimates and assumptions made for purposes of our goodwill and identifiable intangible asset impairment testing will prove to be accurate predictions of the future. If our assumptions regarding business plans or anticipated growth rates and/or margins are not achieved, or there is a rise in interest rates, we may be required to record goodwill and/or identifiable intangible asset impairment charges in future periods, whether in connection with our next annual impairment testing on October 1, 2016 or earlier, if an indicator of an impairment is present prior to the quarter in which the annual goodwill impairment test is to be performed. It is not possible at this time to determine if any such additional impairment charge would result or, if it does, whether such a charge would be material to our results of operations.

We did not record an impairment of our goodwill or identifiable intangible assets for the year ended December 31, 2015.

Amounts included in our backlog may not result in actual revenues or translate into profits. Many contracts are subject to cancellation or suspension on short notice at the discretion of the client, and the contracts in our backlog are subject to changes in the scope of services to be provided as well as adjustments to the costs relating to the contract. We have historically experienced variances in the components of backlog related to project delays or cancellations resulting from weather conditions, external market factors and economic factors beyond our control, and we may experience more delays or cancellations in the future. The risk of contracts in backlog being cancelled or suspended generally increases during periods of widespread slowdowns. Accordingly, there is no assurance that backlog will actually be realized. If our backlog fails to materialize, we could experience a reduction in revenues and a decline in profitability, which could result in a deterioration of our financial position and liquidity.

We account for the majority of our construction projects using the percentage-of-completion method of accounting; therefore, variations of actual results from our assumptions may reduce our profitability. We recognize revenues on construction contracts using the percentage-of-completion method of accounting in accordance with ASC Topic 605-35, "Revenue Recognition-Construction-Type and Production-Type Contracts". See Application of Critical Accounting Policies in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations. Under the percentage-of-completion method of accounting, we record revenue as work on the contract progresses. The cumulative amount of revenues recorded on a contract at a specified point in time is that percentage of total estimated revenues that costs incurred to date bear to estimated total costs. Accordingly, contract revenues and total cost estimates are reviewed and revised as the work progresses. Adjustments are reflected in contract revenues in the period when such estimates are revised. Estimates are based on management's reasonable assumptions and experience, but are only estimates. Variations of actual results from assumptions on an unusually large project or on a number of average size projects could be material. We are also required to immediately recognize the full amount of the estimated loss on a contract when estimates indicate such a loss. Such adjustments and accrued losses could result in reduced profitability, which could negatively impact our cash flow from operations.

The loss of one or a few customers could have an adverse effect on us. A few clients have in the past and may in the future account for a significant portion of our revenues in any one year or over a period of several consecutive years. Although we have long-standing relationships with many of our significant clients, our clients may unilaterally reduce, fail to renew or terminate their contracts with us at any time. A loss of business from a significant client could have a material adverse effect on our business, financial position, and results of operations.

We are increasingly dependent on sophisticated information technology and infrastructure. We rely on information technology systems and hardware and third party software to run critical accounting, project management and financial information systems. If software vendors decide to discontinue further development, integration or long-term software maintenance support for our information systems, or there is any system or hardware interruption, delay, breach of security, loss of data, we may need to migrate some or all of our accounting, project management and financial information to other systems. In addition, data privacy or security breaches may pose a risk that data, including intellectual property or personal information, may be exposed to unauthorized persons or the public. These disruptions or breaches could result in financial, legal, business or reputational harm to us.

Our failure to comply with anti-bribery statutes such as the Foreign Corrupt Practices Act and the U.K. Bribery Act of 2010 could result in fines, criminal penalties and other sanctions that could have an adverse effect on our business. The U.S. Foreign Corrupt Practices Act (the "FCPA"), the U.K. Bribery Act (the "Bribery Act") and similar anti-bribery laws in other jurisdictions generally prohibit companies and their intermediaries from making improper payments to foreign officials for the purpose of obtaining or retaining business. We conduct a modest amount of business in a few countries that have experienced corruption to some degree. If we were found to be liable for violations under the FCPA, the Bribery Act or similar anti-bribery laws, either due to our own acts or omissions or due to the acts or omissions of others, we could incur substantial legal expense and suffer civil and criminal penalties or other sanctions, which could have a material adverse effect on our business, financial condition and results of operations, as well as our reputation.

Certain provisions of our corporate governance documents could make an acquisition of us, or a substantial interest in us, more difficult. The following provisions of our certificate of incorporation and bylaws, as currently in effect, as well as Delaware law, could discourage potential proposals to acquire us, delay or prevent a change in control of us, or limit the price that investors may be willing to pay in the future for shares of our common stock:

- our certificate of incorporation permits our board of directors to issue "blank check" preferred stock and to adopt amendments to our bylaws;
- our bylaws contain restrictions regarding the right of our stockholders to nominate directors and to submit proposals to be considered at stockholder meetings;
- our certificate of incorporation and bylaws limit the right of our stockholders to call a special meeting of stockholders and to act by written consent; and
- we are subject to provisions of Delaware law which prohibit us from engaging in any of a broad range of business transactions with an "interested stockholder" for a period of three years following the date such stockholder becomes classified as an interested stockholder.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

Our operations are conducted primarily in leased properties. The following table lists facilities over 50,000 square feet, both leased and owned, and identifies the business segment that is the principal user of each such facility.

	Approximate Square Feet	Lease Expiration Date, Unless Owned
1168 Tesler Street El Cajon, California (c)	87,560	8/31/2020
22302 Hathaway Avenue Hayward, California (c)	105,000	7/31/2021
4462 Corporate Center Drive Los Alamitos, California (a)	57,868	12/31/2019
18111 South Santa Fe Avenue Rancho Dominguez, California (d)	66,246	12/31/2016
940 Remillard Court San Jose, California (c)	119,560	[illegible]
5101 York Street Denver, Colorado (b)	77,553	2/28/2019
445 Sheridan Boulevard Lakewood, Colorado (a)	64,000	Owned
3100 Woodcreek Drive Downers Grove, Illinois (a)	56,551	7/31/2017
2219 Contractors Drive Fort Wayne, Indiana (b)	175,000	7/31/2023
7614 and 7720 Opportunity Drive Fort Wayne, Indiana (b)	174,695	10/31/2018
[illegible] Highland, Indiana (a)	[illegible]	[illegible]
4250 Highway 30 St. Gabriel, Louisiana (d)	90,000	Owned
[illegible] Road Sulphur, Louisiana (d)	112,000	Owned
111-01 and 111-21 14th Avenue College Point, New York (a)	73,013	2/28/2024
70 Schmitt Boulevard Farmingdale, New York (b)	76,380	7/31/2026
2102 Tobacco Road Durham, North Carolina (b)	55,944	3/31/2016
2900 Newpark Drive Norton, Ohio (c)	91,851	11/1/2017
1800 Markley Street Norristown, Pennsylvania (c)	93,000	9/30/2021
227 Trade Court Aiken, South Carolina (b)	66,000	9/30/2016
6045 East Shelby Drive Memphis, Tennessee (c)	53,618	4/30/2018
937 Pine Street Beaumont, Texas (d)	78,902	Owned
895 North Main Street Beaumont, Texas (d)	75,000	Owned
410 Flato Road Corpus Christi, Texas (d)	57,000	Owned
5550 Airline Drive and 25 Tidwell Road Houston, Texas (h)	93,936	12/31/2019

	Approximate Square Feet	Lease Expiration Date, Unless Owned
2412 Highway 225 La Porte, Texas (d)	[illegible]	Owned
2455 West 1500 South Salt Lake City, Utah (d)	58,339	3/31/2018

We believe that our property, plant and equipment are well maintained, in good operating condition and suitable for the purposes for which they are used.

See Note 15 - Commitments and Contingencies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for additional information regarding lease costs. We utilize substantially all of our leased or owned facilities and believe there will be no difficulty either in negotiating the renewal of our real property leases as they expire or in finding alternative space, if necessary.

(a) Principally used by a company engaged in the "United States electrical construction and facilities services" segment.

(b) Principally used by a company engaged in the "United States mechanical construction and facilities services" segment.

(c) Principally used by a company engaged in the "United States building services" segment.

(d) Principally used by a company engaged in the "United States industrial services" segment.

ITEM 3. LEGAL PROCEEDINGS

One of our subsidiaries, USM, Inc. ("USM"), doing business in California provides, among other things, janitorial services to its customers by having those services performed by independent janitorial companies. USM and one of its customers, which owns retail stores (the "Customer"), were co-defendants in a federal class action lawsuit brought by six employees of USM's California janitorial subcontractors. The action captioned Federico Vilchiz Vasquez, Jesus Vilchiz Vasquez, Francisco Domingo Claudio, for themselves and all others similarly situated vs. USM, Inc. dba USM Services, Inc., a Pennsylvania Corporation, et al., was commenced on September 5, 2013 in a Superior Court of California and was removed by USM on November 22, 2013 to the United States District Court for the Northern District of California. The employees alleged in their complaint, among other things, that USM and the Customer, during a period that began before our acquisition of USM, violated a California statute that prohibits USM from entering into a contract with a janitorial subcontractor when it knew or should have known that the contract did not include funds sufficient to allow the janitorial subcontractor to comply with all local, state and federal laws or regulations governing the labor or services to be provided. The employees asserted that the amounts USM paid to its janitorial subcontractors were insufficient to allow those janitorial subcontractors to meet their obligations regarding, among other things, wages due for all hours their employees worked, minimum wages, overtime pay and meal and rest breaks. These employees sought to represent not only themselves, but also all other individuals who provided janitorial services at the Customer's stores in California during the relevant four-year time period. We do not believe USM or the Customer violated the California statute or that the employees could have brought the action as a class action on behalf of other employees of janitorial companies with whom USM subcontracted for the provision of janitorial services to the Customer. The plaintiffs sought a declaratory judgment that USM had violated the California statute, monetary damages, including all unpaid wages and interest thereon, restitution for unpaid wages, and an award of attorneys' fees and costs.

USM and its Customer have settled the claims asserted in the class action pursuant to the terms of a consent decree approved by the federal judge in the United States District Court for the Northern District of California on February 16, 2016, which followed a determination by the Court of the consent decree's fairness, adequacy and reasonableness. Under the terms of the consent decree, USM will (a) pay an aggregate of $1.0 million (i) for monetary relief to the members of the class, (ii) for awards to the class representative plaintiffs, (iii) for California Labor Code Private Attorney General Act payments to the State of California for an immaterial amount, and (iv) for all costs of notice and administration of the claims process, (b) pay to counsel for the class an aggregate of $1.3 million, of which $0.2 million has been allocated for their reimbursable costs and litigation expenses and $1.1 million has been allocated for attorneys' fees, and (c) monitor USM's California subcontractors providing janitorial services to its Customer in accordance with agreed upon procedures designed principally to ensure janitorial employees of those subcontractors are paid no less than minimum wage.

We are involved in several other proceedings in which damages and claims have been asserted against us. Other potential claims may exist that have not yet been asserted against us. We believe that we have a number of valid defenses to such proceedings and claims and intend to vigorously defend ourselves. We do not believe that any such matters will have a material adverse effect on our financial position, results of operations or liquidity. Litigation is subject to many uncertainties and the outcome of litigation is not predictable with assurance. It is possible that some litigation matters for which reserves have not been established could be decided unfavorably to us, and that any such unfavorable decisions could have a material adverse effect on our financial position, results of operations or liquidity. See Note 15 – Commitments and Contingencies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for a discussion regarding certain other legal proceedings.

ITEM 4. MINE SAFETY DISCLOSURES

Information concerning mine safety violations or other regulatory matters required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K (17 CFR 229.104) is included in Exhibit 95 to this Form 10-K.

EXECUTIVE OFFICERS OF THE REGISTRANT

Anthony J. Guzzi, Age 51; President since October 2004 and Chief Executive Officer since January 2011. From October 2004 to January 2011, Mr. Guzzi served as Chief Operating Officer of the Company. From August 2001, until he joined the Company, Mr. Guzzi served as President of the North American Distribution and Aftermarket Division of Carrier Corporation ("Carrier"). Carrier is a manufacturer and distributor of commercial and residential HVAC and refrigeration systems and equipment and a provider of after-market services and components of its own products and those of other manufacturers in both the HVAC and refrigeration industries. Mr. Guzzi is also a member of our Board of Directors.

Sheldon I. Cammaker, Age 76; Vice Chairman since January 2016. From September 1987 to January 2016, Mr. Cammaker was Executive Vice President and General Counsel of the Company, and from May 1997 to January 2016, Mr. Cammaker was also Secretary of the Company. Prior to September 1987, Mr. Cammaker was a senior partner of the New York City law firm of Botein, Hays & Sklar.

R. Kevin Matz, Age 57; Executive Vice President-Shared Services of the Company since December 2007 and Senior Vice President-Shared Services from June 2003 to December 2007. From April 1996 to June 2003, Mr. Matz served as Vice President and Treasurer of the Company and Staff Vice President-Financial Services of the Company from March 1993 to April 1996.

Mark A. Pompa, Age 51; Executive Vice President and Chief Financial Officer of the Company since April 2006. From June 2003 to April 2006, Mr. Pompa was Senior Vice President-Chief Accounting Officer of the Company, and from June 2003 to January 2007, Mr. Pompa was also Treasurer of the Company. From September 1994 to June 2003, Mr. Pompa was Vice President and Controller of the Company.

Maxine L. Mauricio, Age 44; Senior Vice President, General Counsel and Secretary of the Company since January 2016. From January 2012 to December 2015, Ms. Mauricio was Vice President and Deputy General Counsel of the Company, and from May 2002 to December 2011, she served as Assistant General Counsel of the Company. Prior to joining the Company, Ms. Mauricio was an associate at Ropes & Gray LLP.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Market Information. Our common stock trades on the New York Stock Exchange under the symbol "EME".

The following table sets forth high and low sales prices for our common stock for the periods indicated as reported by the New York Stock Exchange:

2015	High		Low	
First Quarter	$	47.20	$	39.84
Second Quarter	$	48.84	$	43.74
Third Quarter	$	46.80	$	43.42
Fourth Quarter	$	52.37	$	42.85

2014	High		Low	
First Quarter	$	47.81	$	40.12
Second Quarter	$	48.00	$	43.41
Third Quarter	$	46.04	$	39.96
Fourth Quarter	$	45.87	$	38.68

Holders. As of February 22, 2016, there were approximately 224 stockholders of record and, as of that date, we estimate there were approximately 33,305 beneficial owners holding our common stock in nominee or "street" name.

Dividends. We have paid quarterly dividends since October 25, 2011. We expect that quarterly dividends will be paid in the foreseeable future. Prior to October 25, 2011, no cash dividends had been paid on the Company's common stock. We currently pay a regular dividend of $0.08 per share. Our 2013 Credit Agreement places limitations on the payment of dividends on our common stock. However, we do not believe that the terms of such agreement currently materially limit our ability to pay a quarterly dividend of $0.08 per share for the foreseeable future.

Securities Authorized for Issuance Under Equity Compensation Plans. The following table summarizes, as of December 31, 2015, certain information regarding equity compensation plans that were approved by stockholders and equity compensation plans that were not approved by stockholders. The information in the table and in the notes thereto has been adjusted for stock splits.

	Equity Compensation Plan Information		
	A	B	C
Plan Category	Number of Securities to be Issued upon Exercise of Outstanding Options, Warrants and Rights	Weighted Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance under Equity Compensation Plans (Excluding Securities Reflected in Column A)
Equity Compensation Plans Approved by Security Holders	1,005,613 (1)	$ 7.14 (1)	1,849,266 (2)
Equity Compensation Plans Not Approved by Security Holders	—	—	—
Total	1,005,613	$ 7.14	1,849,266

(1) Included within this amount are 696,887 restricted stock units awarded to our non-employee directors and employees. The weighted average exercise price would have been $23.42 had the weighted average exercise price calculation excluded such restricted stock units.

(2) Represents shares of our common stock available for future issuance under our 2010 Incentive Plan (the "2010 Plan"), which may be issuable in respect of options and/or stock appreciation rights granted under the 2010 Plan and/or may also be issued pursuant to the award of restricted shares, unrestricted stock and/or awards that are valued in whole or in part by reference to, or are otherwise based on the fair market value of, our common stock.

Purchase of Equity Securities by the Issuer and Affiliated Purchasers

The following table summarizes repurchases of our common stock made during the quarter ended December 31, 2015 by us:

Period	Total Number of Shares Purchased[1]	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares That May Yet be Purchased Under the Plan or Programs
October 1, 2015 to October 31, 2015	93,612	$42.58	93,612	$339,398,205
November 1, 2015 to November 30, 2015	524,493	$49.49	524,493	$313,424,535
December 1, 2015 to December 31, 2015	1,207,910	$49.05	1,207,910	$254,180,812

(1) On September 26, 2011, our Board of Directors authorized us to repurchase up to $100.0 million of our outstanding common stock. On December 5, 2013, October 23, 2014 and October 28, 2015, our Board of Directors authorized us to repurchase up to an additional $100.0 million, $250.0 million and $200.0 million of our outstanding common stock, respectively. As of December 31, 2015, there remained available authorization for us to repurchase approximately $254.1 million of our shares. No shares have been repurchased since the programs have been announced other than pursuant to these publicly announced programs. Repurchases may be made from time to time as permitted by securities laws and other legal requirements.

ITEM 6. SELECTED FINANCIAL DATA

The following selected financial data has been derived from our audited financial statements and should be read in conjunction with the consolidated financial statements, the related notes thereto and the report of our independent registered public accounting firm thereon included elsewhere in this and our previously filed annual reports on Form 10-K.

See Note 3 - Acquisitions of Businesses and Note 4 - Disposition of Assets of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for a discussion regarding acquisitions and dispositions. During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented as discontinued operations. In addition, the results of operations for 2011 reflect discontinued operations accounting due to the disposition in August 2011 of our Canadian subsidiary.

Income Statement Data
(In thousands, except per share data)

	Years Ended December 31,				
	2015	2014	2013	2012	2011
Revenues	$ 6,718,726	$ 6,424,965	$ 6,325,527	$ 6,195,494	$ [illegible]450,595
Gross profit	$ 944,479	$ 907,246	$ 821,645	$ 803,979	$ 724,753
Impairment loss on identifiable intangible assets	$ —	$ 1,471	$ —	$ —	$ 3,705
Gain on sale of building	$ —	$ 11,749	$ —	$ —	$ —
Operating income	$ 287,082	$ 269,878	$ 220,350	$ 260,303	$ 214,119
Net income attributable to EMCOR Group, Inc.	$ 172,286	$ 168,664	$ 123,792	$ 146,584	$ 130,826
Basic earnings (loss) per common share:					
From continuing operations	$ 2.74	$ 2.61	$ 2.19	$ 2.32	$ 1.86
From discontinued operations	(0.00)	(0.07)	(0.34)	(0.12)	0.10
	$ 2.74	$ 2.54	$ 1.85	$ 2.20	$ 1.96
Diluted earnings (loss) per common share:					
From continuing operations	$ 2.72	$ 2.59	$ 2.16	$ 2.28	$ 1.82
From discontinued operations	(0.00)	(0.07)	(0.34)	(0.12)	0.09
	$ 2.72	$ 2.52	$ 1.82	$ 2.16	$ 1.91

Balance Sheet Data
(In thousands)

	As of December 31,				
	2015	2014	2013	2012	2011
Equity (1)	$ 1,480,656	$ 1,429,387	$ 1,479,626	$ 1,357,579	$ 1,245,131
Total assets	$ 3,546,470	$ 3,388,967	$ 3,465,915	$ 3,107,070	$ 3,014,075
Goodwill	$ 845,170	$ 834,102	$ 834,825	$ 566,588	$ 566,805
Borrowings under revolving credit facility	$ —	$ —	$ —	$ 150,000	$ 150,000
Term loan, including current maturities	$ 315,000	$ 332,500	$ 350,000	$ —	$ —
Other long-term debt, including current maturities	$ 44	$ 67	$ 11	$ 18	$ —
Capital lease obligations, including current maturities	$ 3,869	$ 2,883	$ 4,652	$ 5,881	$ 4,457

(1) During 2015, we repurchased approximately 2.5 million shares of our common stock for approximately $112.3 million. Since the inception of the repurchase programs in 2011 through December 31, 2015, we have repurchased 9.9 million shares of our common stock for approximately $395.9 million. The repurchase of shares results in a reduction of our equity. We have paid quarterly dividends since October 25, 2011. We expect that quarterly dividends will be paid in the foreseeable future. Prior to October 25, 2011, no cash dividends had been paid on the Company's common stock. We currently pay a regular quarterly dividend of $0.08 per share.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

We are one of the largest electrical and mechanical construction and facilities services firms in the United States. In addition, we provide a number of building services and industrial services. Our services are provided to a broad range of commercial, industrial, utility and institutional customers through approximately 70 operating subsidiaries and joint venture entities. Our offices are located in the United States and the United Kingdom.

Operating Segments

We have the following reportable segments which provide services associated with the design, integration, installation, start-up, operation and maintenance of various systems: (a) United States electrical construction and facilities services (involving systems for electrical power transmission and distribution; premises electrical and lighting systems; low-voltage systems, such as fire alarm, security and process control; voice and data communication; roadway and transit lighting; and fiber optic lines); (b) United States mechanical construction and facilities services (involving systems for heating, ventilation, air conditioning, refrigeration and clean-room process ventilation; fire protection; plumbing, process and high-purity piping; controls and filtration; water and wastewater treatment; central plant heating and cooling; cranes and rigging; millwrighting; and steel fabrication, erection and welding); (c) United States building services; (d) United States industrial services; and (e) United Kingdom building services. The "United States building services" and "United Kingdom building services" segments principally consist of those operations which provide a portfolio of services needed to support the operation and maintenance of customers' facilities, including commercial and government site-based operations and maintenance; facility maintenance and services, including reception, security and catering services; outage services to utilities and industrial plants; military base operations support services; mobile maintenance and services; floor care and janitorial services; landscaping, lot sweeping and snow removal; facilities management; vendor management; call center services; installation and support for building systems; program development, management and maintenance for energy systems; technical consulting and diagnostic services; infrastructure and building projects for federal, state and local governmental agencies and bodies; and small modification and retrofit projects, which services are not generally related to customers' construction programs. The segment "United States industrial services" principally consists of those operations which provide industrial maintenance and services, including those for refineries and petrochemical plants, including on-site repairs, maintenance and service of heat exchangers, towers, vessels and piping; design, manufacturing, repair and hydro blast cleaning of shell and tube heat exchangers and related equipment; refinery turnaround planning and engineering services; specialty welding services; overhaul and maintenance of critical process units in refineries and petrochemical plants; and specialty technical services for refineries and petrochemical plants.

We acquired three companies in 2015, each for an immaterial amount. Two of the companies acquired primarily provide mechanical construction services, and their results of operations have been included in our United States mechanical construction and facilities services segment. The results of operations for the other company acquired have been included in our United States building services segment.

We completed the acquisition of RepconStrickland, Inc. ("RSI") during 2013, and its results have been included in our United States industrial services segment since its acquisition. In addition, we completed two other acquisitions during 2013, and their results have been included in our United States mechanical construction and facilities services segment. These acquired businesses expanded our service capabilities into new technical areas.

2015 versus 2014

Overview

The following table presents selected financial data for the fiscal years ended December 31, 2015 and 2014 (in thousands, except percentages and per share data):

	2015	2014
Revenues	$ 6,718,726	$ 6,424,965
Revenues increase from prior year	4.6%	1.4%
Restructuring expenses	$ 824	$ 1,868
Impairment loss on identifiable intangible assets	$ —	$ 1,471
Gain on sale of building	$ —	$ (11,749)
Operating income	$ 287,082	$ 289,578
Operating income as a percentage of revenues	4.3%	4.5%
Income from continuing operations	$ 172,567	$ 178,117
Net income attributable to EMCOR Group, Inc.	$ 172,286	$ 168,664
Diluted earnings per common share from continuing operations	$ 2.72	$ 2.59

The results of our operations for 2015 set new Company records in terms of revenues and diluted earnings per share from continuing operations. Our 2015 results included increased revenues from all of our reportable segments. In addition, excluding the impact of the $11.7 million gain on the sale of a building and the $1.5 million impairment loss on identifiable intangible assets in 2014, our operating income (operating income as a percentage of revenues) increased in 2015 compared to 2014. Our overall 2015 operating income and operating margin were favorably impacted by improved operating performance within: (a) our United States mechanical construction and facilities services segment, partially attributable to revenues of $12.1 million recognized as a result of the settlement of a claim on an institutional project located in the southeastern United States, and (b) our United States building services segment, as a result of increased profitability within this segment's mobile mechanical and commercial site-based services operations.

Our operating results for 2015 were negatively impacted by: (a) our United States electrical construction and facilities services segment; (b) our United States industrial services segment and (c) our United Kingdom building services segment. Decreases in both operating income and operating margin within our United States electrical construction and facilities services segment were partially attributable to approximately $10.1 million of losses incurred on several transportation projects. Decreases in both operating income and operating margin within our United States industrial services segment were primarily due to: (a) the negative impact of a nationwide strike by union employees of certain major oil refineries in the first half of 2015, which led to both deferrals and losses of certain turnaround projects that generate relatively high gross profit margins, and (b) a decrease in the billing rates and related gross profit margins within our industrial shop services operations due to competitive market conditions resulting from decreased demand for new heat exchangers as a result of volatility in crude oil prices that led to a curtailment in capital spending.

Two of the companies acquired in 2015, which are reported in our United States mechanical construction and facilities services segment, generated incremental revenues of $12.5 million and less than $0.1 million of operating income, net of $0.3 million of amortization expense associated with identifiable intangible assets. The results of operations for the third company acquired in 2015, which are reported in our United States building services segment, were de minimis.

Discussion and Analysis of Results of Operations

Revenues

As described in more detail below, revenues for 2015 were $6.7 billion compared to $6.4 billion for 2014. The increase in revenues for 2015 was primarily attributable to: (a) increased revenues from both of our domestic construction segments, (b) increased demand for our industrial field services within our United States industrial services segment and (c) increased revenues from our mobile mechanical services operations within our United States building services segment. Revenues increased within our United States industrial services segment despite a nationwide strike by union employees of certain major oil refineries that negatively impacted the first half of 2015.

The following table presents our revenues for each of our operating segments and the approximate percentages that each segment's revenues were of total revenues for the years ended December 31, 2015 and 2014 (in thousands, except for percentages):

	2015	% of Total	2014	% of Total
Revenues from unrelated entities:				
United States electrical construction and facilities services	$ 1,567,142	23%	$ 1,311,988	20%
United States mechanical construction and facilities services	2,312,763	34%	2,201,212	34%
United States building services	1,739,259	26%	1,721,341	27%
United States industrial services	922,085	14%	839,980	13%
Total United States operations	6,541,249	94%	6,074,521	95%
United Kingdom building services	377,477	6%	350,444	5%
Total worldwide operations	$ 6,918,726	100%	$ 6,424,965	100%

Revenues of our United States electrical construction and facilities services segment were $1,567.1 million for the year ended December 31, 2015 compared to revenues of $1,312.0 million for the year ended December 31, 2014. The increase in revenues was primarily attributable to an increase in revenues from commercial, healthcare and manufacturing construction projects, partially offset by a decrease in revenues from institutional construction projects.

Our United States mechanical construction and facilities services segment revenues for the year ended December 31, 2015 were $2,312.8 million, a $111.6 million increase compared to revenues of $2,201.2 million for the year ended December 31, 2014. The increase in revenues was primarily attributable to an increase in revenues from commercial and institutional construction projects, partially offset by a decline in revenues from manufacturing, water and wastewater and transportation construction projects. The results for the year ended December 31, 2015 included $12.5 million of revenues generated by companies acquired in 2015.

Revenues of our United States building services segment were $1,739.3 million and $1,721.3 million in 2015 and 2014, respectively. The increase in revenues was primarily attributable to increased revenues from: (a) our mobile mechanical services operations, in part due to significant activity in the California and New England regions and increased project and retrofit activities, and (b) our energy services operations. These increases were partially offset by decreased revenues from: (a) our government site-based services operations as a result of the completion in 2014 of two large long-term site-based joint venture projects not renewed pursuant to rebid, (b) our commercial site-based services operations as a result of: (i) a decline in add-on project activities, (ii) a decrease in revenues from its snow removal activities, as a result of less snowfall in geographical areas in which many of our contracts are based on a per snow event basis, and (iii) a decrease in revenues from supplier management contracts.

Revenues of our United States industrial services segment for the year ended December 31, 2015 increased by $82.1 million compared to the year ended December 31, 2014. The increase in revenues was primarily due to large capital and maintenance project activity within our industrial field services operations. Revenues increased within this segment despite a nationwide strike by union employees of certain major oil refineries that negatively impacted the first half of 2015.

Our United Kingdom building services segment revenues were $377.5 million in 2015 compared to $350.4 million in 2014. The increase in revenues was due to an increase in activity in the commercial market attributable to several new contract awards as well as increased work under existing contracts. The increase in revenues was partially offset by a decrease of $29.2 million relating to the effect of unfavorable exchange rates for the British pound versus the United States dollar.

Backlog

The following table presents our operating segment backlog from unrelated entities and their respective percentages of total backlog (in thousands, except for percentages):

	December 31, 2015	% of Total	December 31, 2014	% of Total
Backlog:				
United States electrical construction and facilities services	$ 1,145,791	30%	$ 1,176,232	33%
United States mechanical construction and facilities services	1,683,501	45%	1,473,016	41%
United States building services	762,196	20%	732,960	20%
United States industrial services	54,578	1%	101,154	3%
Total United States operations	3,646,066	97%	3,483,304	96%
United Kingdom building services	125,097	3%	150,084	4%
Total worldwide operations	$ 3,771,163	100%	$ 3,633,388	100%

Our backlog at December 31, 2015 was $3.77 billion compared to $3.63 billion at December 31, 2014. This increase in backlog was primarily attributable to an increase in backlog from our United States mechanical construction and facilities services segment and our United States building services segment, partially offset by lower backlog from our other reportable segments. Backlog increases with awards of new contracts and decreases as we perform work on existing contracts. Backlog is not a term recognized under United States generally accepted accounting principles; however, it is a common measurement used in our industry. We include a project within our backlog at such time as a contract is awarded and agreement on contract terms has been reached. Backlog includes unrecognized revenues to be realized from uncompleted construction contracts plus unrecognized revenues expected to be realized over the remaining term of services contracts. However, we do not include in backlog contracts for which we are paid on a time and material basis and a fixed amount cannot be determined, and if the remaining term of a services contract exceeds 12 months, the unrecognized revenues attributable to such contract included in backlog are limited to only the next 12 months of revenues provided for in the contract award. Our backlog also includes amounts related to services contracts for which a fixed price contract value is not assigned when a reasonable estimate of total revenues can be made from budgeted amounts agreed to with our customer. Our backlog is comprised of: (a) original contract amounts, (b) change orders for which we have received written confirmations from our customers, (c) pending change orders for which we expect to receive confirmations in the ordinary course of business and (d) claim amounts that we have made against customers for which we have determined we have a legal basis under existing contractual arrangements and as to which we consider recovery to be probable. Such claim amounts were immaterial for all periods presented. Our backlog does not include anticipated revenues from unconsolidated joint ventures or variable interest entities and anticipated revenues from pass-through costs on contracts for which we are acting in the capacity of an agent and which are reported on the net basis. We believe our backlog is firm, although many contracts are subject to cancellation at the election of our customers. Historically, cancellations have not had a material adverse effect on us.

Cost of sales and Gross profit

The following table presents cost of sales, gross profit (revenues less cost of sales), and gross profit margin (gross profit as a percentage of revenues) for the years ended December 31, 2015 and 2014 (in thousands, except for percentages):

	2015	2014
Cost of sales	$ 5,774,247	$ 5,517,719
Gross profit	$ 944,479	$ 907,246
Gross profit margin	14.1%	14.1%

Our gross profit for the year ended December 31, 2015 was $944.5 million, a $37.2 million increase compared to the gross profit of $907.2 million for the year ended December 31, 2014. Our gross profit margin was 14.1% for both 2015 and 2014. Favorable variances in both gross profit and gross profit margin within: (a) our United States mechanical construction and facilities services segment, which included revenues of $12.1 million recognized as a result of the settlement of a claim on an institutional project located in the southeastern United States, and (b) our United States building services segment were partially offset by decreases in gross profit and gross profit margin within our United Kingdom building services and our United States electrical construction and facilities services segment. Gross profit within our United States industrial services segment slightly increased; however, gross margin within this segment declined due to a decrease in the billing rates and related gross profit margins within our industrial shop services operations due to competitive market conditions resulting from decreased demand for new heat exchangers as a result of volatility in crude oil prices that led to a curtailment in capital spending.

Selling, general and administrative expenses

The following table presents selling, general and administrative expenses and SG&A margin (selling, general and administrative expenses as a percentage of revenues) for the years ended December 31, 2015 and 2014 (in thousands, except for percentages):

	2015	2014
Selling, general and administrative expenses	$ 656,573	$ 626,478
Selling, general and administrative expenses as a percentage of revenues	9.8%	9.5%

Our selling, general and administrative expenses for the year ended December 31, 2015 were $656.6 million, a $30.1 million increase compared to selling, general and administrative expenses of $626.5 million for the year ended December 31, 2014. Selling, general and administrative expenses as a percentage of revenues were 9.8% for both 2015 and 2014. The increase in selling, general and administrative expenses was due to higher employee related costs such as incentive compensation, salaries and medical insurance costs, as well as certain other costs including computer hardware and software expenses, partially offset by a decrease in legal costs. Increased incentive compensation was principally due to higher annual operating results within certain operations than in 2014, which resulted in increased accruals for their incentive compensation plans. The increase in salaries was attributable to an increase in headcount, commensurate with an increase in revenues, as well as cost of living adjustments and merit pay increases.

Restructuring expenses

Restructuring expenses were $0.8 million and $1.2 million for 2015 and 2014, respectively. The 2015 restructuring expenses included $0.9 million of employee severance obligations and the reversal of $0.1 million relating to the termination of leased facilities. The 2014 restructuring expenses included $0.6 million of employee severance obligations and $0.6 million relating to the termination of leased facilities. As of December 31, 2015 and 2014, the balance of restructuring related obligations yet to be paid was $0.1 million and $0.3 million, respectively. The majority of obligations outstanding as of December 31, 2014 was paid during 2015. The obligations outstanding as of December 31, 2015 will be paid during the first half of 2016.

Gain on sale of building

On July 22, 2014, we sold a building and land owned by one of our subsidiaries reported in the United States mechanical construction and facilities services segment. We recognized a gain of approximately $11.7 million on this transaction in the third quarter of 2014, which has been classified as a "Gain on sale of building" in the Consolidated Statements of Operations.

Impairment loss on goodwill and identifiable intangible assets

No impairment of our identifiable intangible assets was recognized for the year ended December 31, 2015. In conjunction with our 2014 annual impairment test on October 1, we recognized a $1.5 million non-cash impairment charge related to subsidiary trade names within the United States mechanical construction and facilities services segment and the United States building services segment. The 2014 impairment primarily resulted from lower forecasted revenues from two companies within these segments. Additionally, no impairment of our goodwill was recognized for the years ended December 31, 2015 and 2014.

Operating income (loss)

The following table presents by segment our operating income (loss) and each segment's operating income (loss) as a percentage of each segment's revenues from unrelated entities for the years ended December 31, 2015 and 2014 (in thousands, except for percentages):

	2015	% of Segment Revenues	2014	% of Segment Revenues
Operating income (loss):				
United States electrical construction and facilities services	$ 82,225	5.0%	$ 90,873	5.9%
United States mechanical construction and facilities services	138,688	6.0%	114,418	5.2%
United States building services	70,532	4.2%	65,885	3.8%
United States industrial services	56,469	6.1%	63,159	7.5%
Total United States operations	347,914	5.5%	334,335	5.5%
United Kingdom building services	11,634	3.1%	15,011	4.3%
Corporate administration	(71,642)	—	(68,578)	—
Restructuring expenses	(824)	—	(1,168)	—
Impairment loss on identifiable intangible assets	—	—	(1,471)	—
Gain on sale of building	—	—	11,749	—
Total worldwide operations	287,082	4.3%	289,878	4.5%
Other corporate items:				
Interest expense	(8,952)		(9,075)	
Interest income	673		812	
Income from continuing operations before income taxes	$ 278,803		$ 281,645	

As described in more detail below, we had operating income of $287.1 million for 2015 compared to operating income of $289.9 million for 2014. Operating margin was 4.3% and 4.5% for 2015 and 2014, respectively. Included within operating income for 2014 was an $11.7 million gain on the sale of a building, resulting in a 0.2% impact on our consolidated operating margin for 2014.

Operating income of our United States electrical construction and facilities services segment for the year ended December 31, 2015 was $82.2 million compared to operating income of $90.9 million for the year ended December 31, 2014. The decrease in operating income for the year ended December 31, 2015 was due to a decrease in gross profit from transportation, institutional and manufacturing construction projects and an increase in selling, general and administrative expenses due to higher employee related costs such as incentive compensation and salaries. The decrease in gross profit from transportation construction projects included approximately $10.1 million of losses incurred on several projects due to productivity issues and delays. The increase in incentive compensation was principally due to higher annual operating results within certain operations than in 2014, which resulted in increased accruals for certain of our incentive compensation plans. The decrease in operating income was partially offset by an increase in gross profit from: (a) commercial construction projects, partially due to profits recognized on contracts in the Mid-Atlantic region and (b) healthcare construction projects. The decrease in operating margin for the year ended December 31, 2015 was attributable to a decrease in gross profit margin, partially as a result of losses recorded on transportation projects, as well as an increase in the ratio of selling, general and administrative expenses to revenues resulting from an increase in incentive compensation due to higher annual operating results within certain operations than in 2014.

Our United States mechanical construction and facilities services segment operating income for the year ended December 31, 2015 was $138.7 million, a $24.3 million increase compared to operating income of $114.4 million for the year ended December 31, 2014. Operating income was favorably impacted by an increase in gross profit from institutional, commercial and manufacturing construction projects, partially offset by an increase in selling, general and administrative expenses. The results for 2015 included revenues of $12.1 million recognized as a result of the settlement of a claim on an institutional project located in the southeastern United States. The results for 2014 included the receipt of $3.0 million from former shareholders of a company we had acquired as a result of the settlement of a claim by us under the acquisition agreement; this payment has been recorded as a reduction of "Cost of sales" in the Consolidated Statements of Operations. The increase in selling, general and administrative expenses was primarily the result of an increase in incentive compensation due to higher annual operating results than in 2014, which resulted in increased accruals for certain of our incentive compensation plans. Companies acquired in 2015 generated operating income of less than $0.1 million, net of amortization expense of $0.3 million attributable to identifiable intangible assets. The increase in operating margin for the year ended December 31, 2015 was attributable to an increase in gross profit margin.

Operating income of our United States building services segment was $70.3 million and $65.9 million in 2015 and 2014, respectively. The increase in operating income was primarily attributable to improved performance from: (a) our mobile mechanical services operations, partially due to increased profitability in projects, retrofits, repair services work and service contracts, and (b) our commercial site-based services operations, partially due to a reduction in legal costs. These increases were partially offset by a decrease in operating income from: (a) our energy services operations as, in 2014, we benefited from the successful completion of a large project, and (b) our government site-based services operations as a result of the completion in 2014 of two large long-term site-based joint venture projects not renewed pursuant to rebid. The results for the year ended December 31, 2015 included income of approximately $2.7 million, net of associated legal costs, upon the favorable settlement of a claim by us against the former owner of a company we had previously acquired within our commercial site-based services operations. The increase in operating margin for the year ended December 31, 2015 was attributable to an increase in gross profit margin.

Operating income of our United States industrial services segment for the year ended December 31, 2015 decreased by $5.7 million compared to operating income for the year ended December 31, 2014. The decrease in operating income was primarily attributable to: (a) a decrease in gross profit from our industrial shop services operations due to: (i) a decrease in the billing rates and related gross profit margins due to competitive market conditions resulting from decreased demand for new heat exchangers as a result of volatility in crude oil prices that led to a curtailment in capital spending and (ii) the mix of work, which included fewer repair projects than in 2014, that generate relatively high gross profit margins, (b) the negative impact of a nationwide strike by union employees of certain major oil refineries in the first half of 2015, which led to both deferrals and losses of certain turnaround projects that generate relatively high gross profit margins, and (c) an increase in selling, general and administrative expenses due to higher employee related costs such as salaries and employee benefits, partially as a result of increased headcount. The decrease in operating income was partially offset by large capital and maintenance project activity within our industrial field services operations. The decrease in operating margin for the year ended December 31, 2015 was attributable to a decrease in gross profit margin.

Our United Kingdom building services segment's operating income for the year ended December 31, 2015 was $11.6 million compared to operating income of $15.0 million for the year ended December 31, 2014. The decrease in operating income and operating margin was primarily attributable to the impact of $4.8 million of income recognized in the second quarter of 2014 as a result of a reduction in the estimate of certain accrued contract costs that were no longer expected to be incurred. The overall decrease in gross profit in this segment was partially offset by an increase in gross profit from both new contract awards and increased project activity within the commercial market. This segment recorded a decrease in operating income of $0.9 million relating to the effect of unfavorable exchange rates for the British pound versus the United States dollar.

Our corporate administration operating loss was $71.6 million for 2015 compared to $68.6 million in 2014. The increase in expenses for the year ended December 31, 2015 was primarily due to an increase in certain employment costs, such as incentive compensation and salaries, as well as certain other expenses including legal costs. The increase in incentive compensation was partially due to higher awards earned than in 2014, which resulted in increased accruals for certain of our incentive compensation plans.

Non-operating Items

Interest expense was $8.9 million and $9.1 million for 2015 and 2014, respectively. The decrease in interest expense for 2015 compared to 2014 was primarily due to lower borrowings outstanding.

Interest income was $0.7 million and $0.8 million for 2015 and 2014, respectively. The decrease in interest income was primarily related to lower invested cash balances.

For joint ventures that have been accounted for using the consolidation method of accounting, noncontrolling interest represents the allocation of earnings to our joint venture partners who either have a minority-ownership interest in the joint venture or are not at risk for the majority of losses of the joint venture.

Our 2015 income tax provision from continuing operations was $126.3 million compared to $108.5 million for 2014. The actual income tax rates on income from continuing operations before income taxes, less amounts attributable to noncontrolling interests, for the years ended December 31, 2015 and 2014, were 38.1% and 37.4%, respectively. The increase in the 2015 income tax provision compared to 2014 was predominantly due to certain increases in the state tax provision attributable to the mix of earnings and the effect of a change in the United Kingdom statutory tax rate on deferred tax assets.

Discontinued operations

Due to a historical pattern of losses in the construction operations of our United Kingdom segment and our negative assessment of construction market conditions in the United Kingdom for the foreseeable future, we announced during the quarter ended June 30, 2013 our decision to withdraw from the construction market in the United Kingdom. During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented in our Consolidated Financial Statements as discontinued operations.

2014 versus 2013

Overview

The following table presents selected financial data for the fiscal years ended December 31, 2014 and 2013 (in thousands, except percentages and per share data):

	2014	2013
Revenues	$ 6,424,965	$ 6,333,527
Revenues increase from prior year	1.4%	2.2%
Restructuring expenses	$ 1,161	$ 607
Impairment loss on identifiable intangible assets	$ 1,471	$ —
Gain on sale of building	$ 11,749	$ —
Operating income	$ 289,878	$ 240,350
Operating income as a percentage of revenues	4.5%	3.8%
Income from continuing operations	$ 178,117	$ 150,423
Net income attributable to EMCOR Group, Inc.	$ 168,764	$ 123,792
Diluted earnings per common share from continuing operations	$ 2.59	$ 2.16

Overall revenues, operating income and operating margin (operating income as a percentage of revenues) increased in 2014 compared to 2013. The increase in revenues is primarily attributable to higher revenues from our United States industrial services segment and our United Kingdom building services segment, partially offset by a decline in revenues from our (a) United States mechanical construction and facilities services segment, (b) United States building services segment and (c) United States electrical construction and facilities services segment. Companies acquired in 2013, which are reported in our United States industrial segment and our United States mechanical construction and facilities services segment, generated incremental revenues of $231.2 million in 2014. This amount reflects acquired companies' revenues in 2014 only for the time period these entities were not owned by EMCOR in the comparable 2013 period.

The increases in operating income were primarily attributable to improved operating performance within all of our reportable segments, except for our United States electrical construction and facilities services segment and our United States building services segment. Operating income margins increased within all of our reportable segments, except for our United States electrical construction and facilities services segment and our United States industrial services segment. In addition, our operating income and operating margin were favorably impacted by an $11.7 million gain on the sale of a building. Companies acquired in 2013, which are reported in our United States industrial segment and our United States mechanical construction and facilities services segment, contributed $9.3 million to operating income, net of $8.2 million of amortization expense associated with identifiable intangible assets. These amounts reflect acquired companies' operating results in 2014 only for the time period these entities were not owned by EMCOR in the comparable 2013 period.

Discussion and Analysis of Results of Operations

Revenues

As described in more detail below, revenues for 2014 were $6.4 billion compared to $6.3 billion for 2013. The increase in revenues for 2014 was primarily attributable to revenues of $231.2 million attributable to companies acquired in 2013 (which reflects acquired companies' revenues in 2014 only for the time period these entities were not owned by EMCOR in the comparable 2013 period) and higher revenues from our United States industrial services segment and our United Kingdom building services segment. This increase was partially offset by lower revenues from our other reportable segments.

The following table presents our revenues for each of our operating segments and the approximate percentages that each segment's revenues were of total revenues for the years ended December 31, 2014 and 2013 (in thousands, except for percentages):

	2014	% of Total	2013	% of Total
Revenues from unrelated entities:				
United States electrical construction and facilities services	$ 1,311,968	20%	$ 1,345,750	21%
United States mechanical construction and facilities services	2,201,212	34%	2,329,834	37%
United States building services	1,721,341	27%	1,795,958	28%
United States industrial services	839,980	13%	519,413	8%
Total United States operations	6,074,521	95%	5,990,975	95%
United Kingdom building services	350,444	5%	343,552	5%
Total worldwide operations	$ 6,424,965	100%	$ 6,334,527	100%

Revenues of our United States electrical construction and facilities services segment were $1,312.0 million for the year ended December 31, 2014 compared to revenues of $1,345.8 million for the year ended December 31, 2013. The decrease in revenues was primarily attributable to a decrease in revenues from institutional and manufacturing construction projects, primarily in the southern California and Washington D.C. markets, as well as a decrease in revenues from water and wastewater construction projects. These decreases were partially offset by higher levels of work from transportation, commercial and healthcare projects.

Our United States mechanical construction and facilities services segment revenues for the year ended December 31, 2014 were $2,201.2 million, a $128.6 million decrease compared to revenues of $2,329.8 million for the year ended December 31, 2013. This decrease in revenues was primarily attributable to a decline in revenues from manufacturing construction projects, partially as the result of the completion in 2013 of several large projects within this market sector, which were not replaced. This decrease was partially offset by: (a) an increase in revenues from commercial, hospitality and institutional construction projects and (b) incremental revenues of $19.2 million generated by companies acquired in 2013. This amount reflects acquired companies' revenues in 2014 only for the time period these entities were not owned by EMCOR in the comparable 2013 period.

Revenues of our United States building services segment were $1,721.3 million and $1,795.0 million in 2014 and 2013, respectively. This decrease in revenues was primarily attributable to decreased revenues from: (a) our commercial site-based services operations, as a result of a decline in revenues from supplier management contracts, including a large contract that was terminated by agreement of both parties, (b) our energy services operations, due to a reduction in large project work, and (c) our government site-based services operations, as a result of the completion of a large long-term site-based joint venture project located in the Pacific Northwest not renewed pursuant to rebid. These decreases were partially offset by an increase in revenues from our mobile mechanical service operations, primarily within the California and New England markets.

Revenues of our United States industrial services segment for the year ended December 31, 2014 increased by $320.6 million compared to the year ended December 31, 2013. For the seven months ended July 31, 2014, RSI generated incremental revenues of $212.0 million. This amount reflects RSI's revenues in 2014 only for the time period RSI was not owned by EMCOR in the comparable 2013 period. The increase in revenues was also attributable to an increased demand for our industrial field services operations, partially offset by a decrease in revenues from our industrial shop services operations.

Our United Kingdom building services segment revenues were $350.4 million in 2014 compared to $343.6 million in 2013. This increase in revenues was due to an increase of $16.9 million relating to the effect of favorable exchange rates for the British pound versus the United States dollar and increased activity within the commercial and healthcare markets, partially offset by decreased activity within the transportation and institutional markets.

Backlog

The following table presents our operating segment backlog from unrelated entities and their respective percentages of total backlog (in thousands, except for percentages):

	December 31, 2014	% of Total	December 31, 2013	% of Total
Backlog:				
United States electrical construction and facilities services	$ 1,176,372	32%	$ [illegible]	30%
United States mechanical construction and facilities services	1,473,018	41%	1,325,941	40%
United States building services	732,960	20%	761,355	23%
United States industrial services	101,154	3%	94,187	3%
Total United States operations	3,483,504	96%	3,175,902	95%
United Kingdom building services	150,084	4%	167,804	5%
Total worldwide operations	$ 3,633,588	100%	$ 3,343,706	100%

Our backlog at December 31, 2014 was $3.63 billion compared to $3.34 billion at December 31, 2013. This increase in backlog was primarily attributable to an increase in contracts awarded for work in our: (a) United States electrical construction and facilities services segment and (b) United States mechanical construction and facilities services segment. Backlog increases with awards of new contracts and decreases as we perform work on existing contracts.

Cost of sales and Gross profit

The following table presents cost of sales, gross profit (revenues less cost of sales), and gross profit margin (gross profit as a percentage of revenues) for the years ended December 31, 2014 and 2013 (in thousands, except for percentages):

	2014	2013
Cost of sales	$ 5,517,719	$ 5,501,881
Gross profit	$ 907,246	$ 821,646
Gross profit margin	14.1%	13.0%

Our gross profit for the year ended December 31, 2014 was $907.2 million, an $85.6 million increase compared to the gross profit of $821.6 million for the year ended December 31, 2013. The increase in gross profit was primarily attributable to improved profitability within all of our reportable segments, except for our United States electrical construction and facilities services segment. Gross profit in 2013 within our United States mechanical construction and facilities services segment was negatively impacted by aggregate losses of approximately $24.5 million from one of our subsidiaries on two projects located in the southeastern United States. Companies acquired in 2013 included in our United States industrial services segment and our United States mechanical construction and facilities services segment contributed an aggregate of $35.9 million to gross profit in 2014. This amount reflects acquired companies' gross profit in 2014 only for the time period these entities were not owned by EMCOR in the comparable 2013 period.

Our gross profit margin was 14.1% and 13.0% for 2014 and 2013, respectively. Gross profit margin for 2014 increased within most of our reportable segments. Our consolidated gross profit margin benefited from an increase in revenues from our United States industrial services segment, which historically generates higher gross profit margins than our other reportable segments. Gross profit margin for 2013 was adversely impacted by the two significant project write-downs reported in our United States mechanical construction and facilities services segment, resulting in a 0.4% impact on consolidated gross profit margin.

Selling, general and administrative expenses

The following table presents selling, general and administrative expenses, and selling, general and administrative expenses as a percentage of revenues, for the years ended December 31, 2014 and 2013 (in thousands, except for percentages):

	2014	2013
Selling, general and administrative expenses	$ 626,478	$ 580,649
Selling, general and administrative expenses as a percentage of revenues	9.8%	9.2%

Our selling, general and administrative expenses for the year ended December 31, 2014 were $626.5 million, a $45.8 million increase compared to selling, general and administrative expenses of $580.6 million for the year ended December 31, 2013. Selling, general and administrative expenses as a percentage of revenues were 9.8% and 9.2% for the years ended December 31, 2014 and 2013, respectively. This increase in selling, general and administrative expenses primarily resulted from: (a) $26.6 million of expenses directly related to companies acquired in 2013, including amortization expense of $8.2 million attributable to identifiable intangible assets (which reflect acquired companies' expenses in 2014 only for the time period those entities were not owned by EMCOR in the comparable 2013 period), (b) higher employee related costs such as incentive compensation and employee benefits and (c) higher legal costs, including the unfavorable settlement of a legal matter. In addition, our selling, general and administrative expenses as a percentage of revenues increased due to higher revenues from our United States industrial services segment, which has a higher fixed cost structure than our other reportable segments. Selling, general and administrative expenses for the year ended December 31, 2013 included $6.1 million of transaction costs associated with the acquisition of RSI. Selling, general and administrative expenses for the year ended December 31, 2013 were reduced by $6.8 million of income attributable to the reversal of contingent consideration accruals relating to acquisitions made prior to 2013.

Restructuring expenses

Restructuring expenses were $1.2 million and $0.6 million for 2014 and 2013, respectively. The 2014 restructuring expenses included $0.6 million of employee severance obligations and $0.6 million relating to the termination of leased facilities. The 2013 restructuring expenses included $0.5 million of employee severance obligations and $0.1 million relating to the termination of leased facilities. As of December 31, 2014 and 2013, the balance of restructuring related obligations yet to be paid was $0.3 million and $0.2 million, respectively. The majority of obligations outstanding as of December 31, 2014 and December 31, 2013 were paid during 2015 and 2014, respectively.

Gain on sale of building

On July 22, 2014, we sold a building and land owned by one of our subsidiaries reported in the United States mechanical construction and facilities services segment. We recognized a gain of approximately $11.7 million on this transaction in the third quarter of 2014, which has been classified as a "Gain on sale of building" in the Consolidated Statements of Operations.

Impairment loss on goodwill and identifiable intangible assets

In conjunction with our 2014 annual impairment test on October 1, we recognized a $1.5 million non-cash impairment charge related to subsidiary trade names within the United States mechanical construction and facilities services segment and the United States building services segment. The 2014 impairment primarily resulted from lower forecasted revenues from two companies within those segments. No impairment of our identifiable intangible assets was recognized for the year ended December 31, 2013. Additionally, no impairment of our goodwill was recognized for the years ended December 31, 2014 and 2013.

Operating income (loss)

The following table presents by segment our operating income (loss) and each segment's operating income (loss) as a percentage of such segment's revenues from unrelated entities for the years ended December 31, 2014 and 2013 (in thousands, except for percentages):

	2014	% of Segment Revenues	2013	% of Segment Revenues
Operating income (loss):				
United States electrical construction and facilities services	$ 90,573	6.9%	$ 98,114	7.3%
United States mechanical construction and facilities services	114,418	5.2%	93,765	4.0%
United States building services	65,888	3.8%	67,225	3.7%
United States industrial services	63,159	7.5%	38,763	7.5%
Total United States operations	334,935	5.5%	297,867	5.0%
United Kingdom building services	15,011	4.3%	13,021	3.8%
Corporate administration	(68,573)	—	(69,897)	—
Restructuring expenses	(1,168)	—	(647)	—
Impairment loss on identifiable intangible assets	(1,475)	—	—	—
Gain on sale of building	11,749	—	—	—
Total worldwide operations	289,878	4.5%	240,550	3.8%
Other corporate items:				
Interest expense	(9,075)		(8,769)	
Interest income	842		1,128	
Income from continuing operations before income taxes	$ 281,645		$ 232,709	

As described in more detail below, we had operating income of $289.9 million for 2014 compared to operating income of $240.4 million for 2013. Operating margin was 4.5% and 3.8% for 2014 and 2013, respectively. Included within operating income for 2014 was an $11.7 million gain on the sale of a building, resulting in a 0.2% impact on our consolidated operating margin for 2014. Operating income for 2013 was negatively impacted by aggregate losses of approximately $24.5 million from one of our subsidiaries at two projects located in the southeastern United States, resulting in a 0.4% impact on our consolidated operating margin for 2013.

Operating income of our United States electrical construction and facilities services segment for the year ended December 31, 2014 was $90.9 million compared to operating income of $98.1 million for the year ended December 31, 2013. The decrease in operating income for the year ended December 31, 2014 was primarily the result of a decrease in gross profit attributable to institutional, transportation, manufacturing and water and wastewater construction projects, as well as an increase in selling, general and administrative expenses, mainly attributable to employment costs. This segment was also negatively impacted by project losses incurred from one of our subsidiaries whose operations we are in the process of closing. The decrease in operating margin for the year ended December 31, 2014 was primarily the result of an increase in the ratio of selling, general and administrative expenses to revenues.

Our United States mechanical construction and facilities services segment operating income for the year ended December 31, 2014 was $114.4 million, a $20.7 million increase compared to operating income of $93.8 million for the year ended December 31, 2013. Operating income was favorably impacted by an increase in gross profit from institutional, commercial, healthcare and hospitality construction projects, partially offset by a decrease in gross profit from manufacturing and transportation construction projects. The results for 2014 included the receipt of $5.0 million from former shareholders of a company we had acquired as a result of the settlement of a claim by us under the acquisition agreement; this payment has been recorded as a reduction of "Cost of sales" in the Consolidated Statements of Operations. The results for 2013 included aggregate losses of approximately $24.5 million from one of our subsidiaries at two projects located in the southeastern United States, resulting in a 1.1% impact on this segment's operating margin, partially offset by $6.7 million of income attributable to the reversal of contingent consideration accruals related to acquisitions made prior to 2013. Companies acquired in 2013 generated operating income of $0.9 million, net of amortization expense of $0.2 million attributable to identifiable intangible assets, for the year ended December 31, 2014. These amounts reflect acquired companies' operating results in 2014 only for the time period these entities were not owned by EMCOR in the comparable 2013 period. The increase in operating margin for the year ended December 31, 2014 was attributable to an increase in gross profit margin.

Operating income of our United States building services segment was $65.9 million and $67.2 million in 2014 and 2013, respectively. The decrease in operating income was primarily attributable to a decrease in operating income from this segment's: (a) commercial site-based services operations, due to: (i) decreased volume from supplier management contracts and (ii) higher legal costs, including the unfavorable settlement of a legal matter, and (b) energy services operations, due to a reduction of large project work. These decreases were partially offset by an increase in gross profit from this segment's: (a) mobile mechanical services operations, partially due to increased profitability in projects, retrofits and repair services work and (b) government site-based services operations, partially due to the successful close-out of two large long-term joint venture projects and reduced selling, general and administrative expenses. The increase in operating margin for the year ended December 31, 2014 was attributable to an increase in gross profit margin.

Operating income of our United States industrial services segment for the year ended December 31, 2014 increased by $24.4 million compared to operating income for the year ended December 31, 2013. For the seven months ended July 31, 2014, RSI contributed $8.4 million of operating income, net of $8.0 million of amortization expense attributable to identifiable intangible assets. These amounts reflect RSI's operating results in 2014 only for the time period RSI was not owned by EMCOR in the comparable 2013 period. Operating income also benefited from an increase in demand for this segment's industrial field services. The increase in operating income was partially offset by a reduction in operating income from our industrial shop services operations, which had benefited from exceptionally strong demand during the first quarter of 2013.

Our United Kingdom building services segment's operating income for the year ended December 31, 2014 was $15.0 million compared to operating income of $13.0 million for the year ended December 31, 2013. This segment recognized income of $4.8 million during the second quarter of 2014, which has been recorded as a reduction of "Cost of sales" in the Consolidated Statements of Operations, as a result of a reduction in the estimate of certain accrued contract costs that were no longer expected to be incurred, which was partially offset by a decrease in income from the commercial and transportation markets. The increase in operating margin for the year ended December 31, 2014 was attributable to an increase in gross profit margin and a decrease in the ratio of selling, general and administrative expenses to revenues.

Our corporate administration operating loss was $68.6 million for 2014 compared to $69.9 million in 2013. Our corporate administration operating loss for 2013 included $6.1 million of transaction costs associated with the acquisition of RSI. The benefit of the absence of these transaction costs for 2014 was partially offset by an increase in certain employment costs, such as incentive compensation and employee benefits. Also, our corporate administration operating loss for 2013 was reduced by the receipt of an insurance recovery of approximately $2.5 million that was received in January 2013 associated with a previously disposed of operation, which is classified as a component of "Cost of sales" in the Consolidated Statements of Operations.

Non-operating Items

Interest expense was $9.1 million and $8.8 million for 2014 and 2013, respectively. The $0.3 million increase in interest expense for 2014 compared to 2013 was primarily due to increased borrowings associated with the term loan executed in November 2013.

Interest income was $0.8 million and $1.1 million for 2014 and 2013, respectively. The decrease in interest income was primarily related to lower invested cash balances.

For joint ventures that have been accounted for using the consolidation method of accounting, noncontrolling interest represents the allocation of earnings to our joint venture partners who either have a minority-ownership interest in the joint venture or are not at risk for the majority of losses of the joint venture.

Our 2014 income tax provision from continuing operations was $103.5 million compared to $82.3 million for 2013. The actual income tax rates on income from continuing operations before income taxes, less amounts attributable to noncontrolling interests, for the years ended December 31, 2014 and 2013, were 37.4% and 35.9%, respectively. The increase in the 2014 income tax provision compared to 2013 was primarily due to the effect of increased income before income taxes and the 2013 reversal of previously unrecognized income tax benefits.

Discontinued operations

Due to a historical pattern of losses in the construction operations of our United Kingdom segment and our negative assessment of construction market conditions in the United Kingdom for the foreseeable future, we announced during the quarter ended June 30, 2013 our decision to withdraw from the construction market in the United Kingdom. During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented in our Consolidated Financial Statements as discontinued operations.

Liquidity and Capital Resources

The following table presents net cash provided by (used in) operating activities, investing activities and financing activities for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	2015		2014		2013	
Net cash provided by operating activities	$	266,706	$	246,657	$	150,109
Net cash used in investing activities	$	(59,808)	$	(21,668)	$	(483,422)
Net cash (used in) provided by financing activities	$	(149,453)	$	(229,950)	$	167,091
Effect of exchange rate changes on cash and cash equivalents	$	(2,610)	$	(2,796)	$	832

Our consolidated cash balance increased by approximately $54.8 million from $432.1 million at December 31, 2014 to $486.9 million at December 31, 2015. Net cash provided by operating activities for 2015 was $266.7 million compared to $246.7 million of net cash provided by operating activities for 2014. The increase in cash provided by operating activities was primarily due to: (a) a $70.7 million increase in net over-billings related to the timing of customer billings and payments, (b) a $50.6 million increase in accounts payable and (c) a $40.5 million increase in other working capital changes, partially offset by a $142.7 million increase in accounts receivable. Net cash used in investing activities was $59.8 million for 2015 compared to net cash used in investing activities of $21.7 million for 2014. The increase in cash used in investing activities was primarily due to payments to acquire businesses in 2015. Net cash used in financing activities for 2015 decreased by approximately $80.5 million compared to 2014. The decrease in net cash used in financing activities was primarily due to a decrease in funds used for the repurchase of common stock. Cash flows from discontinued operations were immaterial and are not expected to significantly affect future liquidity.

Our consolidated cash balance decreased by approximately $7.8 million from $439.9 million at December 31, 2013 to $432.1 million at December 31, 2014. Net cash provided by operating activities for 2014 was $246.7 million compared to $150.1 million of net cash provided by operating activities for 2013. The increase in cash provided by operating activities was primarily due to: (a) a $46.1 million increase in net income, (b) a $35.6 million decrease in accounts receivable and (c) a $16.0 million reduction in income taxes paid, partially offset by a $12.2 million decrease in accounts payable. Net cash used in investing activities was $21.7 million for 2014 compared to net cash used in investing activities of $483.4 million for 2013. The decrease in cash used in investing activities was primarily due to the lack of acquisitions in 2014. Net cash used in financing activities for 2014 increased by approximately $397.0 million compared to 2013. The increase in net cash used in financing activities was primarily due to an increase in funds used for the repurchase of common stock of $175.9 million, the repayment of long-term debt, and the payment of regular quarterly dividends to stockholders, partially offset by an increase in proceeds from the exercise of stock options.

The following is a summary of material contractual obligations and other commercial commitments (in millions):

Contractual Obligations	Total	Less than 1 year	1-3 years	3-5 years	After 5 years
	Payments Due by Period				
Term Loan (including interest at 1.67%) (1)	$ 329.4	$ 22.7	$ 306.7	$ —	$ —
Capital lease obligations	4.1	1.5	1.5	1.1	
Operating leases	239.6	56.9	84.2	50.1	46.3
Open purchase obligations (2)	1,021.2	802.4	199.7	19.1	—
Other long-term obligations, including current portion (3)	363.6	41.5	310.8	11.3	—
Liabilities related to uncertain income tax positions	5.2	4.5	—		0.7
Total Contractual Obligations	$ 1,963.1	$ 929.5	$ 902.9	$ 81.6	$ 47.0

Other Commercial Commitments	Total Amounts Committed	Less than 1 year	1-3 years	3-5 years	After 5 years
	Amount of Commitment Expirations by Period				
Letters of credit	$ 29.2	$ 29.2	$ —	$ —	$ —

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(1) On November 25, 2013, we entered into a $750.0 million revolving credit facility (the "2013 Revolving Credit Facility") and a $350.0 million term loan (the "Term Loan"), (collectively referred to as the "2013 Credit Agreement"). The proceeds of the Term Loan were used to repay amounts drawn under our previous credit agreement. As of December 31, 2015, the amount outstanding under the Term Loan was $315.0 million.

(2) Represents open purchase orders for material and subcontracting costs related to construction and service contracts. These purchase orders are not reflected in our consolidated balance sheets and should not impact future cash flows, as amounts should be recovered through customer billings.

(3) Represents primarily insurance related liabilities and liabilities for deferred income taxes, incentive compensation and deferred compensation, classified as other long-term liabilities in the consolidated balance sheets. Cash payments for insurance and deferred compensation related liabilities may be payable beyond three years, but it is not practical to estimate these payments; therefore, these liabilities are reflected in the 1-3 years payment period. We provide funding to our post retirement plans based on at least the minimum funding required by applicable regulations. In determining the minimum required funding, we utilize current actuarial assumptions and exchange rates to forecast estimates of amounts that may be payable for up to five years in the future. In our judgment, minimum funding estimates beyond a five year time horizon cannot be reliably estimated, and therefore, have not been included in the table.

Until November 25, 2013, we had a revolving credit agreement (the "2011 Credit Agreement") as amended, which provided for a revolving credit facility of $750.0 million. The 2011 Credit Agreement was effective November 21, 2011. Effective November 25, 2013, we amended and restated the 2011 Credit Agreement to provide for a $750.0 million revolving credit facility (the "2013 Revolving Credit Facility") and a $350.0 million term loan (the "Term Loan") (collectively referred to as the "2013 Credit Agreement) expiring November 25, 2018. The proceeds of the Term Loan were used to repay amounts drawn under the 2011 Credit Agreement. We may increase the 2013 Revolving Credit Facility to $1.05 billion if additional lenders are identified and/or existing lenders are willing to increase their current commitments. We may allocate up to $250.0 million of available capacity under the 2013 Revolving Credit Facility to letters of credit for our account or for the account of our subsidiaries. The 2013 Revolving Credit Agreement is guaranteed by most of our direct and indirect subsidiaries and is secured by substantially all of our assets and most of the assets of most of our subsidiaries. The 2013 Revolving Credit Facility and the Term Loan contain various covenants providing for, among other things, maintenance of certain financial ratios and certain limitations on payment of dividends, common stock repurchases, investments, acquisitions, indebtedness and capital expenditures. We were in compliance with all such covenants as of December 31, 2015 and December 31, 2014. A commitment fee is payable on the average daily unused amount under the 2013 Revolving Credit Facility, which ranges from 0.20% to 0.30%, based on certain financial tests. The fee was 0.20% of the unused amount as of December 31, 2015. Borrowings under the 2013 Revolving Credit Facility and the

Term Loan bear interest at (1) a rate which is the prime commercial lending rate announced by Bank of Montreal from time to time (3.50% at December 31, 2015) plus 0.25% to 0.75%, based on certain financial tests or (2) United States dollar LIBOR (0.42% at December 31, 2015) plus 1.25% to 1.75%, based on certain financial tests. The interest rate in effect at December 31, 2015 was 1.67%. Fees for letters of credit issued under the 2013 Revolving Credit Facility range from 1.25% to 1.75% of the respective face amounts of outstanding letters of credit and are charged based on certain financial tests. We capitalized approximately $3.0 million of debt issuance costs associated with the 2013 Credit Agreement. This amount is being amortized over the life of the agreement and is included as part of interest expense. We are required to make principal payments on the Term Loan in installments on the last day of March, June, September and December of each year, commencing with the calendar quarter ended March 31, 2014, in the amount of $4.4 million, with a final payment of all unpaid principal and interest due and payable on November 25, 2018. As of December 31, 2015 and December 31, 2014, the balance on the Term Loan was $315.0 million and $332.5 million, respectively. As of December 31, 2015 and December 31, 2014, we had approximately $99.0 million and $95.5 million of letters of credit outstanding, respectively. There were no borrowings outstanding under the 2013 Revolving Credit Facility as of December 31, 2015 and December 31, 2014.

The terms of our construction contracts frequently require that we obtain from surety companies ("Surety Companies") and provide to our customers payment and performance bonds ("Surety Bonds") as a condition to the award of such contracts. The Surety Bonds secure our payment and performance obligations under such contracts, and we have agreed to indemnify the Surety Companies for amounts, if any, paid by them in respect of Surety Bonds issued on our behalf. In addition, at the request of labor unions representing certain of our employees, Surety Bonds are sometimes provided to secure obligations for wages and benefits payable to or for such employees. Public sector contracts require Surety Bonds more frequently than private sector contracts, and accordingly, our bonding requirements typically increase as the amount of public sector work increases. As of December 31, 2015, based on our percentage-of-completion of our projects covered by Surety Bonds, our aggregate estimated exposure, assuming defaults on all our then existing contractual obligations, was approximately $1.2 billion, which represents approximately 32% of our total backlog. The Surety Bonds are issued by Surety Companies in return for premiums, which vary depending on the size and type of bond.

From time to time, we discuss with our current and other Surety Bond providers the amounts of Surety Bonds that may be available to us based on our financial strength and the absence of any default by us on any Surety Bond issued on our behalf and believe those amounts are currently adequate for our needs. However, if we experience changes in our bonding relationships or if there are adverse changes in the surety industry, we may seek to satisfy certain customer requests for Surety Bonds by posting other forms of collateral in lieu of Surety Bonds such as letters of credit, parent company guarantees or cash, seeking to convince customers to forego the requirement for Surety Bonds, by increasing our activities in our business segments that rarely require Surety Bonds such as our building and industrial services segments, and/or by refraining from bidding for certain projects that require Surety Bonds. There can be no assurance that we would be able to effectuate alternatives to providing Surety Bonds to our customers or to obtain, on favorable terms, sufficient additional work that does not require Surety Bonds. Accordingly, if we were to experience a reduction in the availability of Surety Bonds, we could experience a material adverse effect on our financial position, results of operations and/or cash flows.

In the ordinary course of business, we, at times, guarantee obligations of our subsidiaries under certain contracts. Generally, we are liable under such an arrangement only if our subsidiary fails to perform its obligations under the contract. Historically, we have not incurred any substantial liabilities as a consequence of these guarantees.

We do not have any other material financial guarantees or off-balance sheet arrangements other than those disclosed herein.

We are a party to lawsuits and other proceedings in which other parties seek to recover from us amounts ranging from a few thousand dollars to over $10.0 million. We do not believe that any such matters will have a material adverse effect on our financial position, results of operations or liquidity.

On September 26, 2011, our Board of Directors authorized us to repurchase up to $100.0 million of our outstanding common stock. On December 5, 2013, October 23, 2014 and October 28, 2015, our Board of Directors authorized us to repurchase up to an additional $100.0 million, $250.0 million and $200.0 million of our outstanding common stock, respectively. During 2015, we repurchased approximately 2.3 million shares of our common stock for approximately $112.5 million. Since the inception of these repurchase programs through December 31, 2015, we have repurchased 9.9 million shares of our common stock for approximately $395.9 million. As of December 31, 2015, there remained authorization for us to repurchase approximately $254.1 million of our shares. The repurchase programs do not obligate the Company to acquire any particular amount of common stock and may be suspended, recommenced or discontinued at any time or from time to time without prior notice. Repurchases may be made from time to time to the extent permitted by securities laws and other legal requirements, including provisions in our credit agreement placing limitations on such repurchases. The repurchase programs have been and will be funded from our operations.

We have paid quarterly dividends since October 25, 2011. We expect that quarterly dividends will be paid in the foreseeable future. Prior to October 25, 2011, no cash dividends had been paid on the Company's common stock. We currently pay a regular quarterly dividend of $0.08 per share. Our 2013 Credit Agreement places limitations on the payment of dividends on our common stock. However, we do not believe that the terms of such agreement currently materially limit our ability to pay a quarterly dividend of $0.08 per share for the foreseeable future. The payment of dividends has been and will be funded from our operations.

Our primary source of liquidity has been, and is expected to continue to be, cash generated by operating activities. We also maintain our 2013 Revolving Credit Facility that may be utilized, among other things, to meet short-term liquidity needs in the event cash generated by operating activities is insufficient or to enable us to seize opportunities to participate in joint ventures or to make acquisitions that may require access to cash on short notice or for any other reason. Negative macroeconomic trends may have an adverse effect on liquidity. During economic downturns, there have been typically fewer small discretionary projects from the private sector, and our competitors have aggressively bid larger long-term infrastructure and public sector contracts. Short-term liquidity is also impacted by the type and length of construction contracts in place and large turnaround activities in our United States industrial services segment that are billed in arrears pursuant to contractual terms that are standard within this industry. Performance of long duration contracts typically requires greater amounts of working capital. While we strive to maintain a net over-billed position with our customers, there can be no assurance that a net over-billed position can be maintained. Our net over-billings, defined as the balance sheet accounts "Billings in excess of costs and estimated earnings on uncompleted contracts" less "Cost and estimated earnings in excess of billings on uncompleted contracts", were $311.5 million and $265.4 million as of December 31, 2015 and 2014, respectively.

Long-term liquidity requirements can be expected to be met initially through cash generated from operating activities and our 2013 Revolving Credit Facility. Based upon our current credit ratings and financial position, we can reasonably expect to be able to incur long-term debt to fund acquisitions. Over the long term, our primary revenue risk factor continues to be the level of demand for non-residential construction services and for building and industrial services, which is influenced by macroeconomic trends including interest rates and governmental economic policy. In addition, our ability to perform work is critical to meeting long-term liquidity requirements.

We believe that our current cash balances and our borrowing capacity available under our 2013 Revolving Credit Facility or other forms of financing available to us through borrowings, combined with cash expected to be generated from operations, will be sufficient to provide our short-term and foreseeable long-term liquidity and meet our expected capital expenditure requirements.

Certain Insurance Matters

As of December 31, 2015 and 2014, we utilized approximately $97.8 million and $94.6 million, respectively, of letters of credit obtained under our 2013 Revolving Credit Facility as collateral for insurance obligations.

New Accounting Pronouncements

We review new accounting standards to determine the expected impact, if any, that the adoption of such standards will have on our financial position and/or results of operations. See Note 2 - Summary of Significant Accounting Policies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data for further information regarding new accounting standards, including the anticipated dates of adoption and the effects on our consolidated financial position, results of operations or liquidity.

Application of Critical Accounting Policies

Our consolidated financial statements are based on the application of significant accounting policies, which require management to make significant estimates and assumptions. Our significant accounting policies are described in Note 2 - Summary of Significant Accounting Policies of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data of this Form 10-K. We believe that some of the more critical judgment areas in the application of accounting policies that affect our financial condition and results of operations are the impact of changes in the estimates and judgments pertaining to: (a) revenue recognition from (i) long-term construction contracts for which the percentage-of-completion method of accounting is used and (ii) services contracts; (b) collectibility or valuation of accounts receivable; (c) insurance liabilities; (d) income taxes; and (e) goodwill and identifiable intangible assets.

Revenue Recognition from Long-term Construction Contracts and Services Contracts

We believe our most critical accounting policy is revenue recognition from long-term construction contracts for which we use the percentage-of-completion method of accounting. Percentage-of-completion accounting is the prescribed method of accounting for long-term contracts in accordance with Accounting Standards Codification ("ASC") Topic 605-35, "Revenue Recognition-Construction-Type and Production-Type Contracts", and, accordingly, is the method used for revenue recognition within our industry. Percentage-of-completion is measured principally by the percentage of costs incurred to date for each contract to the estimated total costs for such contract at completion. Certain of our electrical contracting business units measure percentage-of-completion by the percentage of labor costs incurred to date for each contract to the estimated total labor costs for such contract.

Pre-contract costs from our construction projects are generally expensed as incurred. Application of percentage-of-completion accounting results in the recognition of costs and estimated earnings in excess of billings on uncompleted contracts in our Consolidated Balance Sheets. Costs and estimated earnings in excess of billings on uncompleted contracts reflected in the Consolidated Balance Sheets arise when revenues have been recognized but the amounts cannot be billed under the terms of contracts. Such amounts are recoverable from customers based upon various measures of performance, including achievement of certain milestones, completion of specified units or completion of a contract.

Costs and estimated earnings in excess of billings on uncompleted contracts also include amounts we seek or will seek to collect from customers or others for errors or changes in contract specifications or design, contract change orders in dispute or unapproved as to both scope and price or other customer-related causes of unanticipated additional contract costs (claims and unapproved change orders). Such amounts are recorded at estimated net realizable value and take into account factors that may affect our ability to bill and ultimately collect unbilled revenues. The profit associated with claim amounts is not recognized until the claim has been settled and payment has been received. During 2015, we recognized revenues of $12.1 million as a result of the settlement of a claim within our United States mechanical construction and facilities services segment, which represents the recovery of cost on a project in which we incurred significant losses in a prior year. There were no significant settlements or payment of claims in 2014. As of December 31, 2015 and 2014, costs and estimated earnings in excess of billings on uncompleted contracts included unbilled revenues for unapproved change orders of approximately $18.9 million and $18.8 million, respectively, and claims of approximately $0.9 million and $3.0 million, respectively. In addition, accounts receivable as of December 31, 2015 and 2014 included claims of approximately $0.3 million and $2.5 million, respectively. There are contractually billed amounts and retention related to contracts with unapproved change orders and claims of approximately $52.0 million and $54.0 million as of December 31, 2015 and 2014, respectively. For contracts in claim status, contractually billed amounts will generally not be paid by the customer to us until final resolution of related claims. Due to uncertainties inherent in estimates employed in applying percentage-of-completion accounting, estimates may be revised as project work progresses. Application of percentage-of-completion accounting requires that the impact of revised estimates be reported prospectively in the consolidated financial statements. In addition to revenue recognition for long-term construction contracts, we recognize revenues from the performance of services for maintenance, repair and retrofit work consistent with the performance of the services, which are generally on a pro-rata basis over the life of the contractual arrangement. Expenses related to all services arrangements are recognized as incurred. Revenues related to the engineering, manufacturing and repairing of shell and tube heat exchangers are recognized when the product is shipped and all other revenue recognition criteria have been met. Costs related to this work are included in inventory until the product is shipped. Provisions for the entirety of estimated losses on contracts are made in the period in which such losses are determined. There were no significant losses recognized in 2015 and 2014.

Accounts Receivable

We are required to estimate the collectibility of accounts receivable. A considerable amount of judgment is required in assessing the likelihood of realization of receivables. Relevant assessment factors include the creditworthiness of the customer, our prior collection history with the customer and related aging of past due balances. The provision for doubtful accounts during 2015, 2014 and 2013 amounted to approximately $2.9 million, $2.9 million and $3.5 million, respectively. At December 31, 2015 and 2014, our accounts receivable of $1,359.9 million and $1,234.2 million, respectively, included allowances for doubtful accounts of $11.2 million and $10.4 million, respectively. The increase in our allowance for doubtful accounts was primarily due to an increase in the provision for doubtful accounts, partially offset by the write-off of previously reserved accounts receivable. Specific accounts receivable are evaluated when we believe a customer may not be able to meet its financial obligations due to deterioration of its financial condition or its credit ratings. The allowance for doubtful accounts requirements are based on the best facts available and are re-evaluated and adjusted on a regular basis as additional information is received.

Insurance Liabilities

We have loss payment deductibles for certain workers' compensation, automobile liability, general liability and property claims, have self-insured retentions for certain other casualty claims and are self-insured for employee-related health care claims. Losses are recorded based upon estimates of our liability for claims incurred and for claims incurred but not reported. The liabilities are derived from known facts, historical trends and industry averages utilizing the assistance of an actuary to determine the best estimate for the majority of these obligations. We believe the liabilities recognized on our balance sheets for these obligations are adequate. However, such obligations are difficult to assess and estimate due to numerous factors, including severity of injury, determination of liability in proportion to other parties, timely reporting of occurrences and effectiveness of safety and risk management programs. Therefore, if our actual experience differs from the assumptions and estimates used for recording the liabilities, adjustments may be required and will be recorded in the period that the experience becomes known. Our estimated insurance liabilities for workers' compensation, automobile liability, general liability and property claims increased by $9.2 million for the year ended December 31, 2015 compared to the year ended December 31, 2014, primarily due to higher revenues and an increase in estimated losses as a result of unfavorable claims experience. If our estimated insurance liabilities for workers' compensation, automobile liability, general liability and property claims were to increase by 10%, it would have resulted in $14.4 million of additional expense for the year ended December 31, 2015.

Income Taxes

We had net deferred income tax liabilities at December 31, 2015 and 2014 of $120.6 million and $127.8 million, respectively, primarily resulting from differences between the carrying value and income tax basis of certain identifiable intangible assets and depreciable fixed assets, which will impact our taxable income in future periods. Included within these net deferred income tax liabilities are $121.4 million and $114.2 million of deferred income tax assets as of December 31, 2015 and 2014, respectively. A valuation allowance is required when it is more likely than not that all or a portion of a deferred income tax asset will not be realized. As of December 31, 2015 and 2014, the total valuation allowance on deferred income tax assets, related to state net operating carryforwards, was approximately $0.6 million and $2.0 million, respectively. We have determined that as of December 31, 2015, a valuation allowance was not required on any of the remaining deferred tax assets because of significant deferred tax liabilities, exclusive of the deferred tax liabilities related to indefinite-lived intangible assets, and projected future taxable income.

Goodwill and Identifiable Intangible Assets

As of December 31, 2015, we had $843.2 million and $472.8 million, respectively, of goodwill and net identifiable intangible assets (primarily consisting of our contract backlog, developed technology/vendor network, customer relationships, non-competition agreements and trade names), primarily arising out of the acquisition of companies. As of December 31, 2014, goodwill and net identifiable intangible assets were $834.1 million and $502.1 million, respectively. The changes to goodwill since December 31, 2014 were related to the acquisition of three companies in 2015. The determination of related estimated useful lives for identifiable intangible assets and whether those assets are impaired involves significant judgments based upon short and long-term projections of future performance. These forecasts reflect assumptions regarding the ability to successfully integrate acquired companies, as well as macroeconomic conditions. ASC Topic 350, "Intangibles-Goodwill and Other" ("ASC 350") requires goodwill and other identifiable intangible assets with indefinite useful lives not be amortized, but instead tested at least annually for impairment (which we test each October 1, absent any impairment indicators), and be written down if impaired. ASC 350 requires that goodwill be allocated to its respective reporting unit and that identifiable intangible assets with finite lives be amortized over their useful lives.

We test for impairment of our goodwill at the reporting unit level. Our reporting units are consistent with the reportable segments identified in Note 17, "Segment Information", of the notes to consolidated financial statements included in Item 8. Financial Statements and Supplementary Data. In assessing whether our goodwill is impaired, we utilize the two-step process as prescribed by ASC 350. The first step of this test compares the fair value of the reporting unit, determined based upon discounted estimated future cash flows, to the carrying amount, including goodwill. If the fair value exceeds the carrying amount, no further analysis is required and no impairment loss is recognized. If the carrying amount of the reporting unit exceeds the fair value, the goodwill of the reporting unit is potentially impaired and step two of the goodwill impairment test would need to be performed to measure the amount of an impairment loss, if any. In the second step, the impairment is computed by comparing the implied fair value of the reporting unit's goodwill with the carrying amount of the goodwill. If the carrying amount of the reporting unit's goodwill is greater than the implied fair value of its goodwill, an impairment loss in the amount of the excess is recognized and charged to operations. The weighted average cost of capital used in our annual testing for impairment as of October 1, 2015 was 11.1%, 11.1% and 11.0% for our domestic construction segments, our United States building services segment and our United States industrial services segment, respectively. The perpetual growth rate used for our annual testing was 2.7% for all of our domestic segments. Unfavorable changes in these key assumptions may affect future testing results and cause us to fail step one of the goodwill impairment testing process. For example, keeping all other assumptions constant, a 50 basis point increase in the weighted average costs of capital would cause the estimated fair value of our United States industrial services segment to approach its carrying value. A 50 basis point increase in the weighted average costs of capital would not significantly reduce the excess of the estimated fair value compared to the carrying value for any of our other domestic segments. In addition, keeping all other assumptions constant, a 50 basis point reduction in the perpetual growth rate would not significantly reduce the excess of the estimated fair value compared to the carrying value for any of our domestic segments. For the years ended December 31, 2015, 2014 and 2013, no impairment of our goodwill was recognized.

As of December 31, 2015, we had $843.2 million of goodwill on our balance sheet and, of this amount, approximately 45.6% relates to our United States industrial services segment, approximately 27.1% relates to our United States building services segment, approximately 26.8% relates to our United States mechanical construction and facilities services segment and approximately 0.5% relates to our United States electrical construction and facilities services segment. As of the date of our latest impairment test, the carrying values of our United States industrial services, United States building services, United States mechanical construction and facilities services and United States electrical construction and facilities services segments were approximately $725.5 million, $445.1 million, $249.5 million and $62.9 million, respectively. The fair values of our United States industrial services, United States building services, United States mechanical construction and facilities services and United States electrical construction and facilities services segments exceeded their carrying values by approximately $52.5 million, $291.2 million, $772.2 million and $661.7 million, respectively.

We also test for the impairment of trade names that are not subject to amortization by calculating the fair value of such trade names using the "relief from royalty payments" methodology. This approach involves two steps: (a) estimating reasonable royalty rates for each trade name and (b) applying these royalty rates to a net revenue stream and discounting the resulting cash flows to determine fair value. This fair value is then compared with the carrying value of each trade name. If the carrying amount of the trade name is greater than the implied fair value of the trade name, an impairment in the amount of the excess is recognized and charged to operations. For the years ended December 31, 2015 and 2013, no impairment of our trade names was recognized. The annual impairment review of our trade names for the year ended December 31, 2014 resulted in a $1.5 million non-cash impairment charge as a result of a change in the fair value of subsidiary trade names associated with certain prior acquisitions reported within our United States mechanical construction and facilities services segment and our United States building services segment.

In addition, we review for the impairment of other identifiable intangible assets that are being amortized whenever facts and circumstances indicate that their carrying values may not be fully recoverable. This test compares their carrying values to the undiscounted pre-tax cash flows expected to result from the use of the assets. If the assets are impaired, the assets are written down to their fair values, generally determined based on their future discounted cash flows. For the years ended December 31, 2015, 2014 and 2013, no impairment of our other identifiable intangible assets was recognized.

We have certain businesses, particularly within our United States industrial services segment, whose results are highly impacted by the demand for some of our offerings within the industrial and oil and gas markets. Future performance of this segment, along with a continued evaluation of the conditions of its end user markets, will be important to ongoing impairment assessments. Should this segment's actual results suffer a decline or expected future results be revised downward, the risk of goodwill impairment or impairment of other identifiable intangible assets would increase.

Our development of the present value of future cash flow projections used in impairment testing is based upon assumptions and estimates by management from a review of our operating results, business plans, anticipated growth rates and margins and weighted average cost of capital, among others. Those assumptions and estimates can change in future periods, and other factors used in assessing fair value are outside the control of management, such as interest rates. There can be no assurances that estimates and assumptions made for purposes of our goodwill and identifiable intangible asset impairment testing will prove to be accurate predictions of the future. If our assumptions regarding future business performance or anticipated growth rates and/or margins are not achieved, or there is a rise in interest rates, we may be required to record goodwill and/or identifiable intangible asset impairment charges in future periods. It is not possible at this time to determine if any such future impairment charge would result or, if it does, whether such a charge would be material.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We have not used any derivative financial instruments during the years ended December 31, 2015 and 2014, including trading or speculating on changes in interest rates or commodity prices of materials used in our business.

We are exposed to market risk for changes in interest rates for borrowings under the 2013 Credit Agreement, which provides for a revolving credit facility and a term loan. Borrowings under the 2013 Credit Agreement bear interest at variable rates. For further information on borrowing rates and interest rate sensitivity, refer to the Liquidity and Capital Resources discussion in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations. As of December 31, 2015, there were no borrowings outstanding under the revolving credit facility and the balance on the term loan was $315.0 million. Based on the $315.0 million borrowings outstanding under the 2013 Credit Agreement, if overall interest rates were to increase by 25 basis points, interest expense, net of income taxes, would increase by approximately $0.5 million in the next twelve months. Conversely, if overall interest rates were to decrease by 25 basis points, interest expense, net of income taxes, would decrease by approximately $0.5 million in the next twelve months.

We are also exposed to construction market risk and its potential related impact on accounts receivable or costs and estimated earnings in excess of billings on uncompleted contracts. The amounts recorded may be at risk if our customers' ability to pay these obligations is negatively impacted by economic conditions. We continually monitor the creditworthiness of our customers and maintain on-going discussions with customers regarding contract status with respect to change orders and billing terms. Therefore, we believe we take appropriate action to manage market and other risks, but there is no assurance that we will be able to reasonably identify all risks with respect to collectibility of these assets. See also the previous discussions of Revenue Recognition from Long-term Construction Contracts and Services Contracts and Accounts Receivable under Application of Critical Accounting Policies in Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Amounts invested in our foreign operations are translated into U.S. dollars at the exchange rates in effect at year end. The resulting translation adjustments are recorded as accumulated other comprehensive income (loss), a component of equity, in our

Consolidated Balance Sheets. We believe the exposure to the effects that fluctuating foreign currencies may have on our consolidated results of operations is limited because the foreign operations primarily invoice customers and collect obligations in their respective local currencies. Additionally, expenses associated with these transactions are generally contracted and paid for in their same local currencies.

In addition, we are exposed to market risk of fluctuations in certain commodity prices of materials, such as copper and steel, which are used as components of supplies or materials utilized in our construction and building and industrial services operations. We are also exposed to increases in energy prices, particularly as they relate to gasoline prices for our fleet of over 8,500 vehicles. While we believe we can increase our contract prices to adjust for some price increases in commodities, there can be no assurance that price increases of commodities, if they were to occur, would be recoverable. Additionally, our fixed price contracts do not allow us to adjust our prices and, as a result, increases in material or fuel costs could reduce our profitability with respect to projects in progress.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED BALANCE SHEETS

(In thousands, except share and per share data)

	December 31, 2015	December 31, 2014
ASSETS		
Current assets:		
Cash and cash equivalents	$ 486,831	$ 432,056
Accounts receivable, less allowance for doubtful accounts of $11,175 and $10,424, respectively	1,359,862	1,234,187
Costs and estimated earnings in excess of billings on uncompleted contracts	122,754	103,201
Inventories	37,545	46,854
Prepaid expenses and other	60,427	70,305
Total current assets	2,067,419	1,886,603
Investments, notes and other long-term receivables	8,359	9,122
Property, plant and equipment, net	122,018	122,178
Goodwill	842,170	843,202
Identifiable intangible assets, net	472,834	502,960
Other assets	33,670	24,902
Total assets	$ 3,546,470	$ 3,388,967
LIABILITIES AND EQUITY		
Current liabilities:		
Borrowings under revolving credit facility	$ —	$ —
Current maturities of long-term debt and capital lease obligations	18,848	19,041
Accounts payable	463,351	446,478
Billings in excess of costs and estimated earnings on uncompleted contracts	429,235	368,555
Accrued payroll and benefits	268,093	249,854
Other accrued expenses and liabilities	209,361	169,489
Total current liabilities	1,388,888	1,253,417
Long-term debt and capital lease obligations	200,065	216,399
Other long-term obligations	477,461	489,764
Total liabilities	2,066,414	1,959,580
Equity:		
EMCOR Group, Inc. stockholders' equity:		
Preferred stock, $0.01 par value, 1,000,000 shares authorized, zero issued and outstanding	—	—
Common stock, $0.01 par value, 200,000,000 shares authorized, 61,727,709 and 63,641,070 shares issued, respectively	617	636
Capital surplus	103,969	227,885
Accumulated other comprehensive loss	(76,553)	(83,197)
Retained earnings	1,452,980	1,280,991
Treasury stock, at cost 659,841 shares	(10,302)	(10,302)
Total EMCOR Group, Inc. stockholders' equity	1,470,711	1,416,013
Noncontrolling interests	9,345	13,374
Total equity	1,480,056	1,429,387
Total liabilities and equity	$ 3,546,470	$ 3,388,967

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF OPERATIONS
For The Years Ended December 31,
(In thousands, except per share data)

	2015	2014	2013
Revenues	$ 6,718,726	$ 6,424,965	$ 6,333,527
Cost of sales	5,774,247	5,517,719	5,511,881
Gross profit	944,479	907,246	821,646
Selling, general and administrative expenses	656,573	626,478	580,649
Restructuring expenses	824	1,168	647
Impairment loss on identifiable intangible assets	—	1,471	—
Gain on sale of building	—	(11,749)	—
Operating income	287,082	289,878	240,350
Interest expense	(8,932)	(9,075)	(8,769)
Interest income	673	842	1,128
Income from continuing operations before income taxes	278,823	281,645	232,709
Income tax provision	106,256	103,528	82,286
Income from continuing operations	172,567	178,117	150,423
Loss from discontinued operation, net of income taxes	(60)	(4,690)	(23,069)
Net income including noncontrolling interests	172,507	173,427	127,354
Less: Net income attributable to noncontrolling interests	(221)	(4,763)	(3,562)
Net income attributable to EMCOR Group, Inc.	$ 172,286	$ 168,664	$ 123,792
Basic earnings (loss) per common share:			
From continuing operations attributable to EMCOR Group, Inc. common stockholders	$ 2.74	$ 2.61	$ 2.19
From discontinued operation	(0.00)	(0.07)	(0.34)
Net income attributable to EMCOR Group, Inc. common stockholders	$ 2.74	$ 2.54	$ 1.85
Diluted earnings (loss) per common share:			
From continuing operations attributable to EMCOR Group, Inc. common stockholders	$ 2.72	$ 2.59	$ 2.16
From discontinued operation	(0.00)	(0.07)	(0.34)
Net income attributable to EMCOR Group, Inc. common stockholders	$ 2.72	$ 2.52	$ 1.82
Dividends declared per common share	$ 0.32	$ 0.32	$ 0.18

The accompanying notes to consolidated financial statements are an integral part of these statements.

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EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

For The Years Ended December 31,

(In thousands)

		2015		2014		2013
Net income including noncontrolling interests	$	172,507	$	173,427	$	127,354
Other comprehensive income (loss), net of tax:						
Foreign currency translation adjustments		(621)		(957)		(614)
Changes in post retirement plans (1)		6,865		(16,463)		15,877
Other comprehensive income (loss)		6,244		(17,420)		15,263
Comprehensive income		178,751		156,007		142,617
Less: Comprehensive income attributable to noncontrolling interests		(221)		(4,763)		(3,562)
Comprehensive income attributable to EMCOR Group, Inc.	$	178,530	$	151,244	$	139,055

(1) Net of tax (provision) benefit of $(1.6) million, $4.2 million and $(4.3) million for the years ended December 31, 2015, 2014 and 2013, respectively.

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF CASH FLOWS
For The Years Ended December 31,
(In thousands)

	2015	2014	2013
Cash flows - operating activities:			
Net income including noncontrolling interests	$ 172,507	$ 173,427	$ 127,354
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	35,294	36,524	36,319
Amortization of identifiable intangible assets	37,395	37,960	[illegible]
Provision for doubtful accounts	2,653	2,918	3,533
Deferred income taxes	(10,309)	5,748	11,853
Loss on sale of subsidiary	—	608	—
Gain on sale of building	—	(11,749)	—
Gain on sale of property, plant and equipment	(248)	(4,920)	(903)
Excess tax benefits from share-based compensation	(1,663)	(8,764)	(4,624)
Equity income from unconsolidated entities	(2,983)	(1,410)	(1,048)
Non-cash expense for amortization of debt issuance costs	[illegible]	1,207	1,493
Non-cash (income) expense from contingent consideration arrangements	(464)	606	(6,793)
Non-cash expense for impairment of identifiable intangible assets	—	1,471	—
Non-cash share-based compensation expense	8,801	8,121	6,349
Non-cash (income) expense from changes in unrecognized income tax benefits	(317)	2,143	[illegible]
Distributions from unconsolidated entities	3,352	1,767	679
Changes in operating assets and liabilities, excluding the effect of businesses acquired:			
(Increase) decrease in accounts receivable	(115,303)	27,409	(3,221)
Decrease (increase) in inventories	[illegible]	6,209	[illegible]
(Increase) decrease in costs and estimated earnings in excess of billings on uncompleted contracts	(12,837)	(13,010)	2,807
Increase (decrease) in accounts payable	[illegible]	(25,122)	[illegible]
Increase (decrease) in billings in excess of costs and estimated earnings on uncompleted contracts	58,614	(11,868)	(2,793)
Increase (decrease) in accrued payroll and benefits and other accrued expenses and liabilities	37,122	22,540	[illegible]
Changes in other assets and liabilities, net	16,762	(14,554)	(13,488)
Net cash provided by operating activities	266,666	246,657	[illegible]
Cash flows - investing activities:			
Payments for acquisitions of businesses, net of cash acquired	(28,195)	—	(454,671)
Proceeds from sale of subsidiary	—	1,108	—
Proceeds from sale of building	—	11,885	—
Proceeds from sale of property, plant and equipment	3,847	7,235	2,950
Purchase of property, plant and equipment	(35,460)	(38,033)	(35,497)
Investments in and advances to unconsolidated entities and joint ventures	—	(3,865)	(805)
Maturity of short-term investments	—	—	[illegible]
Net cash used in investing activities	(59,808)	(21,668)	(483,422)
Cash flows - financing activities:			
Proceeds from revolving credit facility	—	—	150,000
Repayments of revolving credit facility	—	—	(400,000)
Borrowings from long-term debt	—	—	350,000
Repayments of long-term debt and debt issuance costs	(17,514)	(17,454)	(3,013)
Repayments of capital lease obligations	(2,737)	(1,735)	(1,692)
Dividends paid to stockholders	(20,095)	(21,285)	(13,080)
Repurchase of common stock	(134,930)	(201,994)	(26,070)
Proceeds from exercise of stock options	1,836	6,858	5,172
Payments to satisfy minimum tax withholding	(2,366)	(1,481)	(927)
Issuance of common stock under employee stock purchase plan	4,229	3,615	2,854
Payments for contingent consideration arrangements	(403)	—	(537)
Distributions to noncontrolling interests	(10,250)	(4,750)	(1,200)
Excess tax benefits from share-based compensation	1,663	8,764	4,624
Net cash (used in) provided by financing activities	(149,473)	(229,993)	163,035
Effect of exchange rate changes on cash and cash equivalents	(2,610)	(2,796)	832

Increase (decrease) in cash and cash equivalents	34,775	(7,757)	(165,490)
Cash and cash equivalents at beginning of year	452,056	459,813	625,303
Cash and cash equivalents at end of period	$ 486,831	$ 452,056	$ 459,813

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF EQUITY

For The Years Ended December 31,

(In thousands)

	Total	EMCOR Group, Inc. Stockholders: Common stock	Capital surplus	Accumulated other comprehensive (loss) income (1)	Retained earnings	Treasury stock	Noncontrolling interests
Balance, December 31, 2012	$ 1,357,178	$ 686	$ 428,104	$ (81,040)	$ 1,022,339	$ (11,903)	$ 11,092
Net income including noncontrolling interests	127,254	—	—		123,792	—	2,562
Other comprehensive income	18,263	—	—	18,263	—	—	—
Common stock issued under share-based compensation plans (2)	10,719	5	9,094	—	—	1,613	—
Tax withholding for common stock issued under share-based compensation plans	(927)	—	(927)	—	—	—	—
Common stock issued under employee stock purchase plan	2,854	—	2,854	—	—	—	—
Common stock dividends	(22,380)	—	58	—	(22,438)	—	—
Repurchase of common stock	(26,070)	(7)	(26,063)	—	—	—	—
Distributions to noncontrolling interests	(1,800)	—	—	—	—	—	(1,800)
Share-based compensation expense	6,943	—	6,943	—	—	—	—
Balance, December 31, 2013	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ (10,590)	$ [illegible]
Net income including noncontrolling interests	173,427	—	—	—	168,664	—	4,763
Other comprehensive loss	(17,420)	—	—	(17,420)	—	—	—
Common stock issued under share-based compensation plans (2)	15,570	8	15,274	—	—	288	—
Tax withholding for common stock issued under share-based compensation plans	(1,851)	—	(1,851)	—	—	—	—
Common stock issued under employee stock purchase plan	3,615	—	3,615	—	—	—	—
Common stock dividends	(21,293)	—	253	—	(21,546)	—	—
Repurchase of common stock	(206,028)	(48)	(205,980)	—	—	—	—
Distributions to noncontrolling interests	(4,590)	—	—	—	—	—	(4,590)
Share-based compensation expense	8,121	—	8,121	—	—	—	—
Balance, December 31, 2014	$ 1,429,387	$ 636	$ 227,885	$ (83,197)	$ 1,280,991	$ (10,302)	$ 13,374
Net income including noncontrolling interests	172,507	—	—	—	172,286	—	221
Other comprehensive income	6,244	—	—	6,244	—	—	—
Common stock issued under share-based compensation plans (2)	5,433	5	5,428	—	—	—	—
Tax withholding for common stock issued under share-based compensation plans	(3,860)	—	(3,866)	—	—	—	—
Common stock issued under employee stock purchase plan	4,223	—	4,223	—	—	—	—
Common stock dividends	(20,095)	—	202	—	(20,297)	—	—
Repurchase of common stock	(112,328)	(24)	(112,304)	—	—	—	—
Distributions to noncontrolling interests	(10,250)	—	—	—	—	—	(10,250)
Share-based compensation expense	8,801	—	8,801	—	—	—	—
Balance, December 31, 2015	$ 1,480,056	$ 617	$ 130,369	$ (76,953)	$ 1,432,983	$ (10,302)	$ 3,345

(1) As of December 31, 2015, represents cumulative foreign currency translation and post retirement liability adjustments of $3.5 million and $(80.5) million, respectively. As of December 31, 2014, represents cumulative foreign currency translation and post retirement liability adjustments of $4.1 million and $(87.3) million, respectively. As of December 31, 2013, represents cumulative foreign currency translation and post retirement liability adjustments of $5.1 million and $(70.9) million, respectively.

(2) Includes the tax benefit associated with share-based compensation of $1.6 million in 2015, $8.6 million in 2014 and $5.2 million in 2013.

The accompanying notes to consolidated financial statements are an integral part of these statements.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 - NATURE OF OPERATIONS

References to the "Company," "EMCOR," "we," "us," "our" and similar words refer to EMCOR Group, Inc. and its consolidated subsidiaries unless the context indicates otherwise.

We are one of the largest electrical and mechanical construction and facilities services firms in the United States. In addition, we provide a number of building services and industrial services. We specialize principally in providing construction services relating to electrical and mechanical systems in all types of non-residential and certain residential facilities and in providing various services relating to the operation, maintenance and management of facilities, including refineries and petrochemical plants.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its majority-owned subsidiaries and joint ventures. Significant intercompany accounts and transactions have been eliminated. All investments over which we exercise significant influence, but do not control (a 20% to 50% ownership interest), are accounted for using the equity method of accounting. Additionally, we participate in a joint venture with another company, and we have consolidated this joint venture as we have determined that through our participation we have a variable interest and are the primary beneficiary as defined by the Financial Accounting Standards Board ("FASB") Accounting Standard Codification ("ASC") Topic 810, "Consolidation".

For joint ventures that have been accounted for using the consolidation method of accounting, noncontrolling interest represents the allocation of earnings to our joint venture partners who either have a minority-ownership interest in the joint venture or are not at risk for the majority of losses of the joint venture.

The results of operations of companies acquired have been included in the results of operations from the date of the respective acquisition.

Principles of Preparation

The preparation of the consolidated financial statements, in conformity with accounting principles generally accepted in the United States, requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could materially differ from those estimates.

During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented as discontinued operations. The segment formally named the United Kingdom construction and building services segment has been renamed the United Kingdom building services segment.

Revenue Recognition

Revenues from long-term construction contracts are recognized on the percentage-of-completion method in accordance with ASC Topic 605-35, "Revenue Recognition-Construction-Type and Production-Type Contracts". Percentage-of-completion is measured principally by the percentage of costs incurred to date for each contract to the estimated total costs for such contract at completion. Certain of our electrical contracting business units measure percentage-of-completion by the percentage of labor costs incurred to date for each contract to the estimated total labor costs for such contract. Pre-contract costs from our construction projects are generally expensed as incurred. Revenues from the performance of services for maintenance, repair and retrofit work are recognized consistent with the performance of the services, which are generally on a pro-rata basis over the life of the contractual arrangement. Expenses related to all services arrangements are recognized as incurred. Revenues related to the engineering, manufacturing and repairing of shell and tube heat exchangers are recognized when the product is shipped and all other revenue recognition criteria have been met. Costs related to this work are included in inventory until the product is shipped. In the case of customer change orders for uncompleted long-term construction contracts, estimated recoveries are included for work performed in forecasting ultimate profitability on certain contracts. Due to uncertainties inherent in the estimation process, it is possible that completion costs, including those arising from contract penalty provisions and final contract settlements, will be revised in the near-term. Such revisions to costs and income are recognized in the period in which the revisions are determined. Provisions for the entirety of estimated losses on uncompleted contracts are made in the period in which such losses are determined. There were no significant losses recognized in 2015 and 2014.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (Continued)

Costs and estimated earnings on uncompleted contracts

Costs and estimated earnings in excess of billings on uncompleted contracts arise in the consolidated balance sheets when revenues have been recognized but the amounts cannot be billed under the terms of the contracts. Such amounts are recoverable from customers upon various measures of performance, including achievement of certain milestones, completion of specified units, or completion of a contract. Also included in costs and estimated earnings on uncompleted contracts are amounts we seek or will seek to collect from customers or others for errors or changes in contract specifications or design, contract change orders in dispute or unapproved as to both scope and/or price or other customer-related causes of unanticipated additional contract costs (claims and unapproved change orders). Such amounts are recorded at estimated net realizable value when realization is probable and can be reasonably estimated. No profit is recognized on construction costs incurred in connection with claim amounts. Claims and unapproved change orders made by us involve negotiation and, in certain cases, litigation. In the event litigation costs are incurred by us in connection with claims or unapproved change orders, such litigation costs are expensed as incurred, although we may seek to recover these costs. We believe that we have established legal bases for pursuing recovery of our recorded unapproved change orders and claims, and it is management's intention to pursue and litigate such claims, if necessary, until a determination or settlement is reached. Unapproved change orders and claims also involve the use of estimates, and it is reasonably possible that revisions to the estimated recoverable amounts of recorded claims and unapproved change orders may be made in the near term. If we do not successfully resolve these matters, a net expense (recorded as a reduction in revenues) may be required, in addition to amounts that may have been previously provided for. We record the profit associated with the settlement of claims upon receipt of final payment. During 2015, we recognized revenues of $12.1 million as a result of the settlement of a claim within our United States mechanical construction and facilities services segment, which represents the recovery of cost on a project in which we incurred significant losses in a prior year. There were no significant settlements or payment of claims in 2014. Claims against us are recognized when a loss is considered probable and amounts are reasonably determinable.

Costs and estimated earnings on uncompleted contracts and related amounts billed as of December 31, 2015 and 2014 were as follows (in thousands):

	2015	2014
Costs incurred on uncompleted contracts	$ 7,880,108	$ 7,620,622
Estimated earnings, thereon	562,987	808,549
	8,443,095	8,429,171
Less: billings to date	8,756,596	8,694,425
	$ (313,501)	$ (265,254)

Such amounts were included in the accompanying Consolidated Balance Sheets at December 31, 2015 and 2014 under the following captions (in thousands):

	2015	2014
Costs and estimated earnings in excess of billings on uncompleted contracts	$ 115,734	$ 103,301
Billings in excess of costs and estimated earnings on uncompleted contracts	(429,235)	(368,555)
	$ (313,501)	$ (265,254)

As of December 31, 2015 and 2014, costs and estimated earnings in excess of billings on uncompleted contracts included unbilled revenues for unapproved change orders of approximately $18.9 million and $18.8 million, respectively, and claims of approximately $0.9 million and $3.0 million, respectively. In addition, accounts receivable as of December 31, 2015 and 2014 included claims of approximately $0.3 million and $2.3 million, respectively. There are contractually billed amounts and retention related to contracts with unapproved change orders and claims of $52.0 million and $54.0 million as of December 31, 2015 and 2014, respectively. For contracts in claim status, contractually billed amounts will generally not be paid by the customer to us until final resolution of related claims.

Classification of Contract Amounts

In accordance with industry practice, we classify as current all assets and liabilities relating to the performance of long-term contracts. The term of our contracts ranges from one month to four years and, accordingly, collection or payment of amounts relating to these contracts may extend beyond one year. Accounts receivable at December 31, 2015 and 2014 included $169.2 million and $177.8 million, respectively, of retainage billed under terms of our contracts. We estimate that approximately 85% of

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (Continued)

this retainage will be collected during 2016. Accounts payable at December 31, 2015 and 2014 included $34.6 million and $35.7 million, respectively, of retainage withheld under terms of the contracts. We estimate that approximately 90% of this retainage will be paid during 2016.

Cash and cash equivalents

For purposes of the consolidated financial statements, we consider all highly liquid instruments with original maturities of three months or less to be cash equivalents. We maintain a centralized cash management system whereby our excess cash balances are invested in high quality, short-term money market instruments, which are considered cash equivalents. We have cash balances in certain of our domestic bank accounts that exceed federally insured limits.

Allowance for Doubtful Accounts

Accounts receivable are recorded at the invoiced amount and do not bear interest. The Company maintains an allowance for doubtful accounts. This allowance is based upon the best estimate of the probable losses in existing accounts receivable. The Company determines the allowances based upon individual accounts when information indicates the customers may have an inability to meet their financial obligations, as well as historical collection and write-off experience. These amounts are re-evaluated and adjusted on a regular basis as additional information is received. Actual write-offs are charged against the allowance when collection efforts have been unsuccessful. At December 31, 2015 and 2014, our accounts receivable of $1,369.9 million and $1,234.2 million, respectively, included allowances for doubtful accounts of $11.2 million and $10.4 million, respectively. The provision for doubtful accounts during 2015, 2014 and 2013 amounted to approximately $2.9 million, $2.9 million and $3.5 million, respectively.

Inventories

Inventories are stated at the lower of cost or market. Cost is determined principally using the average cost method.

Property, plant and equipment

Property, plant and equipment is stated at cost. Depreciation, including amortization of assets under capital leases, is recorded principally using the straight-line method over estimated useful lives of 3 to 10 years for machinery and equipment, 3 to 7 years for vehicles, furniture and fixtures and computer hardware/software and 25 years for buildings. Leasehold improvements are amortized over the shorter of the remaining life of the lease term or the expected service life of the improvement.

The carrying values of property, plant and equipment are reviewed for impairment whenever facts and circumstances indicate that the carrying amount may not be fully recoverable. In performing this review for recoverability, property, plant and equipment is assessed for possible impairment by comparing their carrying values to their undiscounted net pre-tax cash flows expected to result from the use of the asset. Impaired assets are written down to their fair values, generally determined based on their estimated future discounted cash flows. Based on the results of our testing for the years ended December 31, 2015, 2014 and 2013, no impairment of property, plant and equipment was recognized.

Goodwill and Identifiable Intangible Assets

Goodwill and other identifiable intangible assets with indefinite lives that are not being amortized, such as trade names, are tested at least annually for impairment (which we test each October 1, absent any impairment indicators) and are written down if impaired. Identifiable intangible assets with finite lives are amortized over their useful lives and are reviewed for impairment whenever facts and circumstances indicate that their carrying values may not be fully recoverable. See Note 8 - Goodwill and Identifiable Intangible Assets of the notes to consolidated financial statements for additional information.

Insurance Liabilities

Our insurance liabilities are determined actuarially based on claims filed and an estimate of claims incurred but not yet reported. At December 31, 2015 and 2014, the estimated current portion of undiscounted insurance liabilities of $29.9 million and $28.8 million, respectively, were included in "Other accrued expenses and liabilities" in the accompanying Consolidated Balance Sheets. The estimated non-current portion of the undiscounted insurance liabilities included in "Other long-term obligations" at December 31, 2015 and 2014 were $114.3 million and $106.3 million, respectively.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (Continued)

Foreign Operations

The financial statements and transactions of our foreign subsidiaries are maintained in their functional currency and translated into U.S. dollars in accordance with ASC Topic 830, "Foreign Currency Matters". Translation adjustments have been recorded as "Accumulated other comprehensive loss", a separate component of "Equity".

Income Taxes

We account for income taxes in accordance with the provisions of ASC Topic 740, "Income Taxes" ("ASC 740"). ASC 740 requires an asset and liability approach which requires the recognition of deferred income tax assets and deferred income tax liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of assets and liabilities. Valuation allowances are established when necessary to reduce deferred income tax assets when it is more likely than not that a tax benefit will not be realized.

We account for uncertain tax positions in accordance with the provisions of ASC 740. We recognize accruals of interest related to unrecognized tax benefits as a component of the income tax provision.

Valuation of Share-Based Compensation Plans

We have various types of share-based compensation plans and programs, which are administered by our Board of Directors or its Compensation and Personnel Committee. See Note 13 - Share-Based Compensation Plans of the notes to consolidated financial statements for additional information regarding the share-based compensation plans and programs.

We account for share-based payments in accordance with the provisions of ASC Topic 718, "Compensation-Stock Compensation" ("ASC 718"). ASC 718 requires that all share-based payments issued to acquire goods or services, including grants of employee stock options, be recognized in the statement of operations based on their fair values, net of estimated forfeitures. ASC 718 requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. Compensation expense related to share-based awards is recognized over the requisite service period, which is generally the vesting period. For shares subject to graded vesting, our policy is to apply the straight-line method in recognizing compensation expense. ASC 718 requires the benefits of tax deductions in excess of recognized compensation expense to be reported as a financing cash inflow, rather than as an operating cash inflow in the Consolidated Statements of Cash Flows. This requirement reduces net operating cash flows and increases net financing cash flows.

New Accounting Pronouncements

In November 2015, an accounting pronouncement was issued by the FASB to simplify the presentation of deferred income taxes within the balance sheet. This pronouncement eliminates the requirement that deferred tax assets and liabilities are presented as current or noncurrent based on the nature of the underlying assets and liabilities. Instead, the pronouncement requires all deferred tax assets and liabilities, including valuation allowances, be classified as noncurrent. This pronouncement is effective for fiscal years beginning after December 15, 2016, with early adoption permitted. We intend to adopt this pronouncement on January 1, 2017, and the adoption will not have a material impact on our financial position and/or results of operations.

In September 2015, an accounting pronouncement was issued by the FASB which eliminates the requirement that an acquirer in a business combination account for measurement-period adjustments retrospectively. Instead, an acquirer will recognize a measurement-period adjustment during the period in which it determines the amount of the adjustment. This pronouncement is effective for fiscal years beginning after December 15, 2015, with early adoption permitted. We intend to adopt this pronouncement on January 1, 2016, and the adoption will not have a material impact on our financial position and/or results of operations.

In April 2015, an accounting pronouncement was issued by the FASB to update the guidance related to the presentation of debt issuance costs. This guidance requires debt issuance costs, related to a recognized debt liability, be presented in the balance sheet as a direct deduction from the carrying amount of the related debt liability rather than being presented as an asset. This pronouncement is effective retrospectively for fiscal years beginning after December 15, 2015, with early adoption permitted. We intend to adopt this pronouncement on January 1, 2016, and the adoption will not have a material impact on our financial position and/or results of operations.

On January 1, 2015, we adopted the accounting pronouncement issued by the FASB updating existing guidance on discontinued operations. This guidance raises the threshold for a disposal to qualify as a discontinued operation and requires new disclosures of both discontinued operations and certain other disposals that do not meet the definition of a discontinued operation. This

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (Continued)

pronouncement is aimed at reducing the frequency of disposals reported as discontinued operations by focusing on strategic shifts that have or will have a major effect on an entity's operations and financial results. We will consider this guidance in conjunction with future disposals, if any.

In May 2014, an accounting pronouncement was issued by the FASB to clarify existing guidance on revenue recognition. This guidance includes the required steps to achieve the core principle that a company should recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. This pronouncement is effective for fiscal years and interim periods beginning after December 15, 2017, with early adoption permitted. The guidance permits the use of one of two retrospective transition methods. We have not yet selected a transition method nor have we determined the effect that the adoption of the pronouncement may have on our financial position and/or results of operations.

NOTE 3 - ACQUISITIONS OF BUSINESSES

On October 19, 2015, October 13, 2015 and June 1, 2015, we acquired three companies, each for an immaterial amount. Two of the companies acquired primarily provide mechanical construction services, and their results of operations have been included in our United States mechanical construction and facilities services segment. The results of operations for the other company acquired have been included in our United States building services segment. The purchase price for the acquisition of these businesses is subject to finalization based on certain contingencies provided for in the purchase agreement. The acquisition of these businesses was accounted for by the acquisition method, and the prices paid for them have been allocated to their respective assets and liabilities, based upon the estimated fair values of their assets and liabilities at the dates of their respective acquisitions.

On July 29, 2013, we completed the acquisition of RepconStrickland, Inc. ("RSI"). This acquisition expands and strengthens our service offerings to new and existing customers and enhances our position within the industrial services and energy market sectors. Under the terms of the transaction, we acquired 100% of RSI's stock for total consideration of $463.6 million. The acquisition was funded with cash on hand and $250.0 million from borrowings under our revolving credit facility. This acquisition was accounted for using the acquisition method of accounting. We acquired working capital of $35.5 million and other net liabilities of $67.1 million, and have ascribed $267.8 million to goodwill and $227.4 million to identifiable intangible assets in connection with the acquisition of RSI, which has been included in our United States industrial services segment. We expect that $49.0 million of acquired goodwill will be deductible for tax purposes.

On December 2, 2013 and May 31, 2013, we acquired two companies, each for an immaterial amount. These companies primarily provide mechanical construction services and have been included in our United States mechanical construction and facilities services segment. The purchase price for the acquisition of these businesses was finalized with an insignificant impact. The acquisition of these businesses was accounted for by the acquisition method, and the prices paid for them have been allocated to their respective assets and liabilities, based upon the estimated fair values of their respective assets and liabilities at the dates of their respective acquisitions. We believe these businesses further expand our service capabilities into new geographical and/or technical areas.

During the years ended December 31, 2015 and December 31, 2013, we recorded net reversals of $0.5 million and $6.8 million, respectively, of liabilities resulting in non-cash income attributable to contingent consideration arrangements relating to prior acquisitions. During the year ended December 31, 2014, we recorded an increase of $0.6 million of liabilities resulting in non-cash expense attributable to contingent consideration arrangements relating to prior acquisitions.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 4 - DISPOSITION OF ASSETS

In January 2014, we sold a subsidiary reported in our United States building services segment. Proceeds from the sale totaled approximately $1.1 million. Included in net income for the year ended December 31, 2014 was a loss of $0.6 million from this sale, which is classified as a component of "Selling, general and administrative expenses" in the Consolidated Statements of Operations.

On July 22, 2014, we sold a building and land owned by one of our subsidiaries reported in the United States mechanical construction and facilities services segment. We recognized a gain of approximately $11.7 million on this transaction in the third quarter of 2014, which has been classified as a "Gain on sale of building" in the Consolidated Statements of Operations.

Due to a historical pattern of losses in the construction operations of our United Kingdom segment and our negative assessment of construction market conditions in the United Kingdom for the foreseeable future, we announced during the quarter ended June 30, 2013 our decision to withdraw from the construction market in the United Kingdom. During the third quarter of 2014, we ceased construction operations in the United Kingdom. The results of the construction operations of our United Kingdom segment for all periods are presented in our Consolidated Financial Statements as discontinued operations.

The results of the discontinued operation are as follows (in thousands):

	For the twelve months ended December 31,		
	2015	2014	2013
Revenues	$ 2,029	$ 19,797	$ 83,833
Loss from discontinued operation, net of income taxes	$ (60)	$ (4,690)	$ (23,069)
Diluted loss per share from discontinued operation	$ (0.00)	$ (0.07)	$ (0.34)

Included in the Consolidated Balance Sheets at December 31, 2015 and December 31, 2014 are the following major classes of assets and liabilities associated with the discontinued operation (in thousands):

	December 31, 2015	December 31, 2014
Assets of discontinued operation:		
Current assets	$ 2,525	$ 6,265
Non-current assets	$ —	$ 298
Liabilities of discontinued operation:		
Current liabilities	$ 4,407	$ 10,743
Non-current liabilities	$ —	$ 94

At December 31, 2015, the assets and liabilities of the discontinued operation consisted of accounts receivable, contract retentions and contract warranty obligations that are expected to be collected or fulfilled in the ordinary course of business. Additionally at December 31, 2015, there remained $0.5 million of obligations related to employee severance and the termination of leased facilities, which is expected to be paid during the first half of 2016. The settlement of the remaining assets and liabilities may result in additional income and/or expenses. Such income and/or expenses are expected to be immaterial and will be reflected as an additional component of "Loss from discontinued operation" as incurred.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 5 - EARNINGS PER SHARE

The following tables summarize our calculation of Basic and Diluted Earnings (Loss) per Common Share ("EPS") for the years ended December 31, 2015, 2014 and 2013 (in thousands, except share and per share data):

	2015	2014	2013
Numerator:			
Income from continuing operations attributable to EMCOR Group, Inc. common stockholders	$ 172,346	$ 173,354	$ 146,861
Loss from discontinued operation, net of income taxes	(60)	(4,690)	(23,069)
Net income attributable to EMCOR Group, Inc. common stockholders	$ 172,286	$ 168,664	$ 123,792
Denominator:			
Weighted average shares outstanding used to compute basic earnings (loss) per common share	62,789,120	66,641,886	67,086,279
Effect of dilutive securities—Share-based awards	518,392	720,623	990,542
Shares used to compute diluted earnings (loss) per common share	63,307,512	67,362,509	68,076,821
Basic earnings (loss) per common share:			
From continuing operations attributable to EMCOR Group, Inc. common stockholders	$ 2.74	$ 2.60	$ 2.19
From discontinued operation	(0.00)	(0.07)	(0.34)
Net income attributable to EMCOR Group, Inc. common stockholders	$ 2.74	$ 2.53	$ 1.85
Diluted earnings (loss) per common share:			
From continuing operations attributable to EMCOR Group, Inc. common stockholders	$ 2.72	$ 2.57	$ 2.16
From discontinued operation	(0.00)	(0.07)	(0.34)
Net income attributable to EMCOR Group, Inc. common stockholders	$ 2.72	$ 2.50	$ 1.82

There were no anti-dilutive awards for the years ended December 31, 2015, 2014 and 2013.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 6 - INVENTORIES

Inventories as of December 31, 2015 and 2014 consist of the following amounts (in thousands):

	2015	2014
Raw materials and construction materials	$ 23,239	$ 23,330
Work in process	14,306	23,524
[illegible]	$ 37,545	$ 46,854

NOTE 7 - PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2015 and 2014 (in thousands):

	2015	2014
Machinery and equipment	$ 123,214	$ 120,578
Vehicles	51,673	45,036
Furniture and fixtures	30,180	20,695
Computer hardware/software	95,999	89,658
Land, buildings and leasehold improvements	88,877	81,206
Construction in progress	5,688	6,926
[illegible]	396,172	364,027
Accumulated depreciation and amortization	(264,154)	(241,849)
[illegible]	$ 132,018	$ 122,178

Depreciation and amortization expense related to property, plant and equipment, including capital leases, was $36.3 million, $36.5 million and $36.3 million for the years ended December 31, 2015, 2014 and 2013, respectively.

NOTE 8 - GOODWILL AND IDENTIFIABLE INTANGIBLE ASSETS

Goodwill at December 31, 2015 and 2014 was approximately $849.2 million and $834.1 million, respectively, and reflects the excess of cost over fair market value of net identifiable assets of companies acquired. Goodwill attributable to companies acquired in 2015 has been valued at $9.1 million. No companies were acquired in 2014. ASC Topic 805, "Business Combinations" ("ASC 805") requires that all business combinations be accounted for using the acquisition method and that certain identifiable intangible assets acquired in a business combination be recognized as assets apart from goodwill. ASC Topic 350, "Intangibles-Goodwill and Other" ("ASC 350") requires goodwill and other identifiable intangible assets with indefinite useful lives not be amortized, such as trade names, but instead tested at least annually for impairment (which we test each October 1, absent any impairment indicators) and be written down if impaired. ASC 350 requires that goodwill be allocated to its respective reporting unit and that identifiable intangible assets with finite lives be amortized over their useful lives. As of December 31, 2015, approximately 45.6% of our goodwill related to our United States industrial services segment, approximately 27.1% of our goodwill related to our United States building services segment, approximately 26.8% related to our United States mechanical construction and facilities services segment and approximately 0.5% related to our United States electrical construction and facilities services segment.

We test for impairment of goodwill at the reporting unit level. Our reporting units are consistent with the reportable segments identified in Note 17, "Segment Information", of the notes to consolidated financial statements. In assessing whether our goodwill is impaired, we utilize the two-step process as prescribed by ASC 350. The first step of this test compares the fair value of the reporting unit, determined based upon discounted estimated future cash flows, to the carrying amount, including goodwill. If the fair value exceeds the carrying amount, no further analysis is required and no impairment loss is recognized. If the carrying amount of the reporting unit exceeds the fair value, the goodwill of the reporting unit is potentially impaired and step two of the goodwill impairment test would need to be performed to measure the amount of an impairment loss, if any. In the second step, the impairment is computed by comparing the implied fair value of the reporting unit's goodwill with the carrying amount of the goodwill. If the carrying amount of the reporting unit's goodwill is greater than the implied fair value of its goodwill, an impairment loss in the amount of the excess is recognized and charged to operations. The weighted average cost of capital used in our annual testing for

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 8 - GOODWILL AND IDENTIFIABLE INTANGIBLE ASSETS - (Continued)

impairment as of October 1, 2015 was 11.1%, 11.1% and 11.0% for our domestic construction segments, our United States building services segment and our United States industrial services segment, respectively. The perpetual growth rate used for our annual testing was 2.7% for all of our domestic segments. Unfavorable changes in these key assumptions may affect future testing results and cause us to fail step one of the goodwill impairment testing process. For example, keeping all other assumptions constant, a 50 basis point increase in the weighted average costs of capital would cause the estimated fair value of our United States industrial services segment to approach its carrying value. A 50 basis point increase in the weighted average costs of capital would not significantly reduce the excess of the estimated fair value compared to the carrying value for any of our other domestic segments. In addition, keeping all other assumptions constant, a 50 basis point reduction in the perpetual growth rate would not significantly reduce the excess of the estimated fair value compared to the carrying value for any of our domestic segments. For the years ended December 31, 2015, 2014 and 2013, no impairment of our goodwill was recognized.

We also test for the impairment of trade names that are not subject to amortization by calculating the fair value of such trade names using the "relief from royalty payments" methodology. This approach involves two steps: (a) estimating reasonable royalty rates for each trade name and (b) applying these royalty rates to a net revenue stream and discounting the resulting cash flows to determine fair value. This fair value is then compared with the carrying value of each trade name. If the carrying amount of the trade name is greater than the implied fair value of the trade name, an impairment in the amount of the excess is recognized and charged to operations. For the years ended December 31, 2015 and 2013, no impairment of our trade names was recognized. The annual impairment review of our trade names for the year ended December 31, 2014 resulted in a $1.5 million non-cash impairment charge as a result of a change in the fair value of subsidiary trade names associated with certain prior acquisitions reported within our United States mechanical construction and facilities services segment and our United States building services segment.

In addition, we review for the impairment of other identifiable intangible assets that are being amortized whenever facts and circumstances indicate that their carrying values may not be fully recoverable. This test compares their carrying values to the undiscounted pre-tax cash flows expected to result from the use of the assets. If the assets are impaired, the assets are written down to their fair values, generally determined based on their future discounted cash flows. For the years ended December 31, 2015, 2014 and 2013, no impairment of our other identifiable intangible assets was recognized.

Our development of the present value of future cash flow projections used in impairment testing is based upon assumptions and estimates by management from a review of our operating results, business plans, anticipated growth rates and margins and weighted average cost of capital, among others. Those assumptions and estimates can change in future periods, and other factors used in assessing fair value are outside the control of management, such as interest rates. There can be no assurances that our estimates and assumptions made for purposes of our goodwill and identifiable intangible asset impairment testing will prove to be accurate predictions of the future. If our assumptions regarding future business performance plans or anticipated growth rates and/or margins are not achieved, or there is a rise in interest rates, we may be required to record goodwill and/or identifiable intangible asset impairment charges in future periods. It is not possible at this time to determine if any such future impairment charge would result or, if it does, whether such a charge would be material.

The changes in the carrying amount of goodwill by reportable segments during the years ended December 31, 2015 and 2014 were as follows (in thousands):

	United States electrical construction and facilities services segment	United States mechanical construction and facilities services segment	United States building services segment	United States industrial services segment	Total
Balance at December 31, 2013	$ 3,823	$ 217,255	$ 229,204	$ 384,543	$ 834,825
Acquisitions, sales and purchase price adjustments	—	—	(819)	96	(723)
Balance at December 31, 2014	3,823	217,255	228,385	384,639	834,102
Acquisitions, sales and purchase price adjustments	—	8,816	252	-	9,068
Balance at December 31, 2015	$ 3,823	$ 226,071	$ 228,637	$ 384,639	$ 843,170

The aggregate goodwill balance as of December 31, 2013 included $210.6 million of accumulated impairment charges, which were comprised of $139.5 million within the United States building services segment and $71.1 million within the United States industrial services segment

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 8 - GOODWILL AND IDENTIFIABLE INTANGIBLE ASSETS - (Continued)

Identifiable intangible assets as of December 31, 2015 and 2014 consist of the following (in thousands):

	December 31, 2015			
	Gross Carrying Amount	Accumulated Amortization	Accumulated Impairment Charge	Total
Contract backlog	$ 47,745	$ (47,745)	$ —	$ —
Developed technology/Vendor network	95,661	(40,482)	—	55,179
Customer relationships	430,356	(141,695)	(4,834)	283,827
Non-competition agreements	10,220	(9,832)	—	388
Trade names (amortized)	21,248	(12,410)	—	8,838
Trade names (unamortized)	174,039	—	(49,437)	124,602
Total	$ 779,269	$ (252,164)	$ (54,271)	$ 472,834

	December 31, 2014			
	Gross Carrying Amount	Accumulated Amortization	Accumulated Impairment Charge	Total
Contract backlog	$ 17,620	$ (17,620)	$ —	$ —
Developed technology/Vendor network	95,661	(35,347)	—	60,314
Customer relationships	425,873	(112,457)	(4,834)	308,582
Non-competition agreements	9,980	(9,330)	—	650
Trade names (amortized)	21,248	(9,515)	—	11,733
Trade names (unamortized)	170,218	—	(49,437)	120,781
Total	$ 740,600	$ (184,269)	$ (54,271)	$ 502,060

Identifiable intangible assets attributable to companies acquired in 2015 have been valued at $8.7 million. No companies were acquired in 2014. See Note 3 - Acquisitions of Businesses of the notes to consolidated financial statements for additional information. The identifiable intangible amounts are amortized on a straight-line basis. The weighted average amortization periods for the unamortized balances remaining are, in the aggregate, approximately 11 years, which are comprised of the following: 11.5 years for developed technology/vendor network, 11 years for customer relationships, 1.5 years for non-competition agreements and 4 years for trade names.

Amortization expense related to identifiable intangible assets with finite lives was $37.9 million, $38.0 million and $31.0 million for the years ended December 31, 2015, 2014 and 2013, respectively. The following table presents the estimated future amortization expense of identifiable intangible assets in the following years (in thousands):

2016	$ 37,380
2017	35,003
2018	32,838
2019	30,853
2020	30,671
Thereafter	181,490
	$ 348,232

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 9 - DEBT

Credit Facilities

Until November 25, 2013, we had a revolving credit agreement (the "2011 Credit Agreement") as amended, which provided for a revolving credit facility of $750.0 million. The 2011 Credit Agreement was effective November 21, 2011. Effective November 25, 2013, we amended and restated the 2011 Credit Agreement to provide for a $750.0 million revolving credit facility (the "2013 Revolving Credit Facility") and a $350.0 million term loan (the "Term Loan") (collectively referred to as the "2013 Credit Agreement") expiring November 25, 2018. The proceeds of the Term Loan were used to repay amounts drawn under the 2011 Credit Agreement. We may increase the 2013 Revolving Credit Facility to $1.05 billion if additional lenders are identified and/or existing lenders are willing to increase their current commitments; and we may allocate up to $250.0 million of available capacity under the 2013 Revolving Credit Facility to letters of credit for our account or for the account of our subsidiaries. The 2013 Credit Agreement is guaranteed by most of our direct and indirect subsidiaries and is secured by substantially all of our assets and most of the assets of most of our subsidiaries. The 2013 Revolving Credit Facility and the Term Loan contain various covenants providing for, among other things, maintenance of certain financial ratios and certain limitations on payment of dividends, common stock repurchases, investments, acquisitions, indebtedness and capital expenditures. We were in compliance with all such covenants as of December 31, 2015 and December 31, 2014. A commitment fee is payable on the average daily unused amount under the 2013 Revolving Credit Facility, which ranges from 0.20% to 0.30%, based on certain financial tests. The fee was 0.20% of the unused amount as of December 31, 2015. Borrowings under the 2013 Credit Agreement bear interest at (1) a rate which is the prime commercial lending rate announced by Bank of Montreal from time to time (3.50% at December 31, 2015) plus 0.25% to 0.75%, based on certain financial tests or (2) United States dollar LIBOR (0.42% at December 31, 2015) plus 1.25% to 1.75%, based on certain financial tests. The interest rate in effect at December 31, 2015 was 1.67%. Fees for letters of credit issued under the 2013 Revolving Credit Facility range from 1.25% to 1.75% of the respective face amounts of outstanding letters of credit and are computed based on certain financial tests. We capitalized approximately $3.0 million of debt issuance costs associated with the 2013 Credit Agreement. This amount is being amortized over the life of the agreement and is included as part of interest expense. We are required to make principal payments on the Term Loan in installments on the last day of March, June, September and December of each year, commencing with the calendar quarter ended March 31, 2014, in the amount of $4.4 million, with a final payment of all unpaid principal and interest due and payable on November 25, 2018. As of December 31, 2015 and December 31, 2014, the balance on the Term Loan was $315.0 million and $332.5 million, respectively. As of December 31, 2015 and December 31, 2014, we had approximately $99.0 million and $95.5 million of letters of credit outstanding, respectively. There were no borrowings outstanding under the 2013 Revolving Credit Facility as of December 31, 2015 and December 31, 2014.

Long-term debt in the accompanying Consolidated Balance Sheets consisted of the following amounts as of December 31, 2015 and 2014 (in thousands):

		2015		2014
Term Loan, interest payable at varying amounts through 2018	$	315,000	$	332,500
Capitalized Lease Obligations, at weighted average interest rates from 3.0% to 5.8% payable in varying amounts through 2020		3,869		2,883
Other, payable through 2019		44		57
		315,913		335,440
Less: current maturities		18,848		19,041
	$	300,065	$	316,399

Capitalized Lease Obligations

See Note 15 - Commitments and Contingencies of the notes to consolidated financial statements for additional information.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 10 - FAIR VALUE MEASUREMENTS

We use a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy, which gives the highest priority to quoted prices in active markets, is comprised of the following three levels:

Level 1 – Unadjusted quoted market prices in active markets for identical assets and liabilities.

Level 2 – Observable inputs, other than Level 1 inputs. Level 2 inputs would typically include quoted prices in markets that are not active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Level 3 – Prices or valuations that require inputs that are both significant to the measurement and unobservable.

The following tables provide the assets and liabilities carried at fair value measured on a recurring basis as of December 31, 2015 and December 31, 2014 (in thousands):

	Assets at Fair Value as of December 31, 2015			
Asset Category	Level 1	Level 2	Level 3	Total
Cash and cash equivalents (1)	$ 486,831	$ —	$ —	$ 486,831
Restricted cash (2)	4,232	—	—	4,232
Deferred compensation plan assets (3)	7,497	—	—	7,497
Total	$ 498,560	$ —	$ —	$ 498,560

	Assets at Fair Value as of December 31, 2014			
Asset Category	Level 1	Level 2	Level 3	Total
Cash and cash equivalents (1)	$ 432,056	$ —	$ —	$ 432,056
Restricted cash (2)	6,474	—	—	6,474
Deferred compensation plan assets (3)	3,139	—	—	3,139
Total	$ 441,669	$ -	$ -	$ 441,669

(1) Cash and cash equivalents consist primarily of money market funds with original maturity dates of three months or less, which are Level 1 assets. At December 31, 2015 and 2014, we had $151.4 million and $156.7 million, respectively, in money market funds.
(2) Restricted cash is classified as "Prepaid expenses and other" in our consolidated balance sheets.
(3) Deferred compensation plan assets are classified as "Other assets" in our consolidated balance sheets.

We believe that the carrying values of our financial instruments, which include accounts receivable and other financing commitments, approximate their fair values due primarily to their short-term maturities and low risk of counterparty default. The carrying value of our debt associated with the 2013 Credit Agreement approximates its fair value due to the variable rate on such debt.

NOTE 11 - INCOME TAXES

Our 2015 income tax provision from continuing operations was $106.3 million compared to $103.5 million for 2014 and $82.3 million for 2013. The actual income tax rates on income from continuing operations before income taxes, less amounts attributable to noncontrolling interests, for the years ended December 31, 2015, 2014 and 2013, were 38.1%, 37.4% and 35.9%, respectively. The increase in the 2015 income tax provision compared to 2014 was predominantly due to certain increases in the state tax provision attributable to the mix of earnings and the effect of a change in the United Kingdom statutory tax rate on deferred tax assets. The increase in the 2014 income tax provision compared to 2013 was primarily due to the effect of increased income before income taxes and the 2013 reversal of reserves for previously unrecognized income tax benefits.

As of December 31, 2015 and 2014, the amount of unrecognized income tax benefits was $4.8 million and $5.2 million (of which $3.0 million, if recognized, would favorably affect our effective income tax rate), respectively.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 11 - INCOME TAXES - (Continued)

As of December 31, 2015 and 2014, we had an accrual of $0.4 million and $0.5 million for the payment of interest related to unrecognized income tax benefits included in the Consolidated Balance Sheets, respectively. During each of the years ended December 31, 2015 and 2014, we recognized approximately $0.1 million in interest expense related to our unrecognized income tax benefits. In addition, we reversed less than $0.1 million and $0.1 million of accrued interest expense related to our unrecognized income tax benefits for the years ended December 31, 2015 and 2014, respectively. As of December 31, 2015 and 2014, we had total income tax reserves included in "Other long-term liabilities" of $5.2 million and $5.5 million, respectively. We record interest expense on unrecognized tax benefits in income tax expense.

A reconciliation of the beginning and end of year unrecognized income tax benefits is as follows (in thousands):

	2015	2014
Balance at beginning of year	$ 5,203	$ 3,616
Additions based on tax positions related to the current year	611	1,053
Additions based on tax positions related to prior years	—	2,326
Reductions for tax positions of prior years	(1,053)	(1,162)
Reductions for expired statute of limitations	—	(630)
Balance at end of year	$ 4,761	$ 5,203

It is reasonably possible that approximately $4.1 million of unrecognized income tax benefits at December 31, 2015, primarily relating to uncertain tax positions attributable to tax return filing positions, may decrease in the next twelve months as a result of estimated settlements with taxing authorities and the expiration of applicable statutes of limitations.

We file income tax returns with the Internal Revenue Service and various state, local and foreign tax agencies. The Company is currently under examination by the Internal Revenue Service and various taxing authorities for the years 2008 through 2014. During the first quarter of 2014, the Internal Revenue Service finalized its audit of our federal income tax returns for the years 2010 through 2011. We agreed to and paid an assessment, for an immaterial amount, proposed by the Internal Revenue Service pursuant to such audit.

The income tax provision in the accompanying Consolidated Statements of Operations for the years ended December 31, 2015, 2014 and 2013 consisted of the following (in thousands):

	2015	2014	2013
Current:			
Federal provision	$ 94,405	$ 80,882	$ 60,449
State and local provisions	21,220	14,502	2,897
Foreign provision	931	2,396	7,083
	116,556	97,780	70,429
Deferred	(10,300)	5,748	11,857
	$ 106,256	$ 103,528	$ 82,286

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 11 - INCOME TAXES - (Continued)

Factors accounting for the variation from U.S. statutory income tax rates from continuing operations for the years ended December 31, 2015, 2014 and 2013 were as follows (in thousands):

	2015	2014	2013
Federal income taxes at the statutory rate	$ 97,588	$ 98,570	$ 81,948
Noncontrolling interests	(77)	(1,667)	(1,247)
State and local income taxes, net of federal tax benefits	12,590	9,046	9,446
State tax reserves	62	(38)	(6,529)
Permanent differences	3,096	2,961	3,220
Domestic manufacturing deduction	(6,604)	(5,008)	(4,778)
Foreign operations (including UK statutory rate changes)	(361)	(1,287)	4,182
Federal tax reserves	14	62	263
Other	(53)	(655)	(726)
	$ 106,255	$ 103,528	$ 82,236

The components of the net deferred income tax liability are included in "Prepaid expenses and other" of $36.0 million, "Other assets" of $11.3 million, and "Other long-term obligations" of $167.9 million at December 31, 2015, and the components of net deferred income tax liability are included in "Prepaid expenses and other" of $29.5 million, "Other assets" of $16.6 million, and "Other long-term obligations" of $173.7 million at December 31, 2014 in the accompanying Consolidated Balance Sheets.

The amounts recorded for the years ended December 31, 2015 and 2014 were as follows (in thousands):

	2015	2014
Deferred income tax assets:		
Excess of amounts expensed for financial statement purposes over amounts deducted for income tax purposes:		
Insurance liabilities	$ 58,582	$ 54,343
Pension liability	6,255	10,142
Deferred compensation	28,033	17,896
Other (including liabilities and reserves)	28,562	31,828
Total deferred income tax assets	121,432	114,209
Valuation allowance for deferred tax assets	(805)	(2,024)
Net deferred income tax assets	120,627	112,185
Deferred income tax liabilities:		
Costs capitalized for financial statement purposes and deducted for income tax purposes:		
Goodwill and identifiable intangible assets	(218,715)	(216,126)
Other, primarily depreciation of property, plant and equipment	(22,510)	(23,884)
Total deferred income tax liabilities	(241,225)	(240,010)
Net deferred income tax liabilities	$ (120,598)	$ (127,825)

We file a consolidated federal income tax return including all of our U.S. subsidiaries. As of December 31, 2015 and 2014, the total valuation allowance on net deferred income tax assets was approximately $0.8 million and $2.0 million, respectively, related to state and local net operating losses. The reason for the net decrease in the valuation allowance for 2015 was related to the utilization of state and local net operating loss carryforwards. Although realization is not assured, we believe it is more likely than not that the deferred income tax asset, net of the valuation allowance discussed above, will be realized. The amount of the deferred income tax asset considered realizable, however, could be reduced if estimates of future income are reduced.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 11 - INCOME TAXES - (Continued)

At December 31, 2015, we had trading losses for United Kingdom income tax purposes of approximately $23.4 million, which have no expiration date. Such losses are subject to review by the United Kingdom taxing authority. Realization of the deferred income tax assets is dependent on our generating sufficient taxable income. We believe that the deferred income tax assets will be realized through projected future income.

Income before income taxes from continuing operations for the years ended December 31, 2015, 2014 and 2013 consisted of the following (in thousands):

	2015	2014	2013
United States	$ 262,167	$ 265,529	$ 219,350
Foreign	15,956	16,116	13,409
	$ 278,123	$ 281,645	$ 232,759

As of December 31, 2015, we had undistributed foreign earnings from our United Kingdom subsidiary of approximately $21.9 million for which we have not recorded a deferred tax liability, as we have provided taxes on a significant portion of such earnings in prior periods and the earnings on which income taxes have not been provided are indefinitely reinvested. As of December 31, 2015, the amount of cash held in the United Kingdom was approximately $46.5 million which, if repatriated, should not result in any federal or state income taxes. As of December 31, 2015, we had undistributed foreign earnings from our Puerto Rico subsidiary of approximately $1.4 million for which we have not recorded a deferred tax liability as such earnings are indefinitely reinvested. As of December 31, 2015, the amount of cash held in Puerto Rico was approximately $2.0 million which, if repatriated, may result in federal and state income taxes of approximately $0.5 million.

NOTE 12 - COMMON STOCK

As of December 31, 2015 and December 31, 2014, there were 61,067,868 and 62,981,229 shares of our common stock outstanding, respectively.

We have paid quarterly dividends since October 25, 2011. In December 2013, our Board of Directors announced its intention to increase the regular quarterly dividend to $0.08 per share commencing with the dividend to be paid in the first quarter of 2014. We currently pay a regular quarterly dividend of $0.08 per share.

On September 26, 2011, our Board of Directors authorized us to repurchase up to $100.0 million of our outstanding common stock. On December 5, 2013, October 23, 2014 and October 28, 2015, our Board of Directors authorized us to repurchase up to an additional $100.0 million, $250.0 million and $200.0 million of our outstanding common stock, respectively. During 2015, we repurchased approximately 2.3 million shares of our common stock for approximately $112.3 million. Since the inception of these repurchase programs through December 31, 2015, we have repurchased 9.9 million shares of our common stock for approximately $395.9 million. As of December 31, 2015, there remained authorization for us to repurchase approximately $254.1 million of our shares. The repurchase programs do not obligate the Company to acquire any particular amount of common stock and may be suspended, recommenced or discontinued at any time or from time to time without prior notice. Repurchases may be made from time to time to the extent permitted by securities laws and other legal requirements, including provisions in our credit agreement placing limitations on such repurchases. The repurchase programs have been and will be funded from our operations.

NOTE 13 - SHARE-BASED COMPENSATION PLANS

We have an incentive plan under which stock options, stock awards, stock units and other share-based compensation may be granted to officers, non-employee directors and key employees of the Company. Under the terms of this plan, 3,250,000 shares were authorized and 1,849,265 shares are available for grant or issuance as of December 31, 2015. Any issuances under this plan are valued at the fair market value of the common stock on the grant date. The vesting and expiration of any stock option grants and the vesting schedule of any stock awards or stock units are determined by the Compensation and Personnel Committee of our Board of Directors at the time of the grant. Additionally, we have outstanding stock options that were issued under other plans, and no further grants may be made under these plans.

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 13 - SHARE-BASED COMPENSATION PLANS - (Continued)

The following table summarizes activity regarding our stock options and awards of shares and stock units since December 31, 2012:

Stock Options				Restricted Stock Units			
	Shares		Weighted Average Price		Shares		Weighted Average Price
Balance, December 31, 2012	1,796,377	$	17.15	Balance, December 31, 2012	589,907	$	28.56
Granted	—		—	Granted	192,617	$	26.26
Expired	—		—	Forfeited	(15,298)	$	29.58
Exercised	(485,680)	$	14.55	Vested	(155,423)	$	27.77
Balance, December 31, 2013	1,310,697	$	18.12	Balance, December 31, 2013	610,808	$	34.17
Granted	—		—	Granted	176,438	$	43.06
Expired	—		—	Forfeited	(801)	$	45.26
Exercised	(743,923)	$	13.52	Vested	(152,423)	$	32.46
Balance, December 31, 2014	566,774	$	24.15	Balance, December 31, 2014	634,398	$	34.16
Granted	—		—	Granted	241,274	$	45.23
Expired	(30,000)	$	12.09	Forfeited	(3,687)	$	39.58
Exercised	(230,048)	$	26.71	Vested	(266,497)	$	32.17
Balance, December 31, 2015	306,726	$	23.42	Balance, December 31, 2015	605,488	$	39.41

We recognized $8.8 million, $8.1 million and $6.9 million of compensation expense for stock units awarded to non-employee directors and employees pursuant to incentive plans for the years ended December 31, 2015, 2014 and 2013, respectively. We have $6.6 million of compensation expense, net of income taxes, which will be recognized over the remaining vesting periods of up to approximately four years. In addition, an aggregate of 293,399 restricted stock units granted to an employee and our non-employee directors vested as of December 31, 2015, but issuance has been deferred for certain periods up to five years or upon retirement.

All outstanding stock options were fully vested as of December 31, 2012; therefore, no compensation expense was recognized for the years ended December 31, 2015, 2014 and 2013.

As a result of stock option exercises, $3.8 million, $6.9 million and $5.2 million of proceeds were received during the years ended December 31, 2015, 2014 and 2013, respectively. The income tax benefit derived in 2015, 2014 and 2013 as a result of such exercises and share-based compensation, was $1.6 million, $8.6 million and $5.2 million, respectively, of which $1.7 million, $8.3 million and $4.6 million, respectively, represented excess tax benefits. The total intrinsic value of options (the amounts by which the stock price exceeded the exercise price of the option on the date of exercise) that were exercised during 2015, 2014 and 2013 was $4.6 million, $23.5 million and $12.5 million, respectively.

At December 31, 2015, 2014 and 2013, 306,726 options, 566,774 options and 1,310,697 options were exercisable, respectively. The weighted average exercise price of exercisable options at December 31, 2015, 2014 and 2013 was approximately $23.42, $24.15 and $18.12, respectively. The total aggregate intrinsic value of options outstanding and exercisable as of December 31, 2015, 2014 and 2013 were approximately $7.6 million, $11.5 million and $31.9 million, respectively.

The following table summarizes information about our stock options as of December 31, 2015:

Stock Options Outstanding and Exercisable			
Range of Exercise Prices	Number	Weighted Average Remaining Life	Weighted Average Exercise Price
$20.42 - $20.54	110,000	1.41 Years	$20.43
$22.52 - $24.48	140,000	3.31 Years	$23.92
$27.39 - $29.25	56,726	0.54 Years	$27.96

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 13 - SHARE-BASED COMPENSATION PLANS - (Continued)

We have an employee stock purchase plan. Under the terms of this plan, the maximum number of shares of our common stock that may be purchased is 3,000,000 shares. Generally, our corporate employees and non-union employees of our United States subsidiaries are eligible to participate in this plan. Employees covered by collective bargaining agreements generally are not eligible to participate in this plan.

NOTE 14 - RETIREMENT PLANS

Defined Benefit Plans

Our United Kingdom subsidiary has a defined benefit pension plan covering all eligible employees (the "UK Plan"); however, no individual joining the company after October 31, 2001 may participate in the plan. On May 31, 2010, we curtailed the future accrual of benefits for active employees under this plan.

We account for our UK Plan and other defined benefit plans in accordance with ASC 715, "Compensation-Retirement Benefits" ("ASC 715"). ASC 715 requires that (a) the funded status, which is measured as the difference between the fair value of plan assets and the projected benefit obligations, be recorded in our balance sheet with a corresponding adjustment to accumulated other comprehensive income (loss) and (b) gains and losses for the differences between actuarial assumptions and actual results, and unrecognized service costs, be recognized through accumulated other comprehensive income (loss). These amounts will be subsequently recognized as net periodic pension cost.

The change in benefit obligations and assets of the UK Plan for the years ended December 31, 2015 and 2014 consisted of the following components (in thousands):

	2015	2014
Change in pension benefit obligation		
Benefit obligation at beginning of year	$ 332,806	$ 308,877
Interest cost	11,603	14,023
Actuarial (gain) loss	(21,707)	40,906
Benefits paid	(9,604)	(9,915)
Foreign currency exchange rate changes	(17,275)	(21,039)
Benefit obligation at end of year	295,823	332,806
Change in pension plan assets		
Fair value of plan assets at beginning of year	282,095	279,811
Actual return on plan assets	569	24,012
Employer contributions	5,631	6,028
Benefits paid	(9,604)	(9,915)
Foreign currency exchange rate changes	(15,136)	(17,841)
Fair value of plan assets at end of year	262,555	282,095
Funded status at end of year	$ (32,270)	$ (50,711)

The actuarial gain in 2015 and actuarial loss in 2014 resulted from fluctuations in corporate bond yields leading to changes in the discount rate assumptions as disclosed below.

Amounts not yet reflected in net periodic pension cost and included in accumulated other comprehensive loss:

	2015	2014
Unrecognized losses	$ 88,818	$ 102,673

The underfunded status of the UK Plan of $32.3 million and $50.7 million at December 31, 2015 and 2014, respectively, is included in "Other long-term obligations" in the accompanying Consolidated Balance Sheets. No plan assets are expected to be returned to us during the year ended December 31, 2016.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

The weighted average assumptions used to determine benefit obligations as of December 31, 2015 and 2014 were as follows:

	2015	2014
Discount rate	3.8%	3.6%

The weighted average assumptions used to determine net periodic pension cost for the years ended December 31, 2015, 2014 and 2013 were as follows:

	2015	2014	2013
Discount rate	3.6%	4.6%	4.3%
Annual rate of return on plan assets	6.3%	6.7%	6.7%

The annual rate of return on plan assets has been determined by modeling possible returns using the actuary's portfolio return calculator and the fair value of plan assets. This models the long term expected returns of the various asset classes held in the portfolio and allows for the additional benefits of holding a diversified portfolio. For measurement purposes of the liability, the annual rates of inflation of covered pension benefits assumed for each of 2015 and 2014 was 2.0%.

The components of net periodic pension cost of the UK Plan for the years ended December 31, 2015, 2014 and 2013 were as follows (in thousands):

	2015	2014	2013
Interest cost	$ 11,609	$ 14,025	$ 12,425
Expected return on plan assets	(16,161)	(16,888)	(14,369)
Amortization of unrecognized loss	2,500	2,029	2,460
Net periodic pension cost	$ (2,052)	$ (832)	$ 517

Actuarial gains and losses are amortized using a corridor approach whereby cumulative gains and losses in excess of the greater of 10% of the pension benefit obligation or the fair value of plan assets are amortized over the average life expectancy of plan participants. The amortization period for 2015 was 27 years.

The reclassification adjustment, net of income taxes, for the UK Plan from accumulated other comprehensive loss into net periodic pension cost for the years ended December 31, 2015, 2014 and 2013 was approximately $2.0 million, $1.6 million and $2.0 million, respectively, which was classified as a component of "Cost of sales" and "Selling, general and administrative expenses" in the Consolidated Statements of Operations. The estimated unrecognized loss for the UK Plan that will be amortized from accumulated other comprehensive loss into net periodic pension cost over the next year is approximately $1.8 million, net of income taxes.

UK Plan Assets

The weighted average asset allocations and weighted average target allocations at December 31, 2015 and 2014 were as follows:

Asset Category	Target Asset Allocation	December 31, 2015	December 31, 2014
Equity securities	45.0%	43.3%	43.2%
Debt securities	55.0%	56.3%	56.6%
Cash	%	0.4%	0.2%
Total	100.0%	100.0%	100.0%

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

Plan assets of our UK Plan are invested in marketable equity and equity like securities through various funds. These funds invest in a diverse range of investments, trading in the United Kingdom, the United States and other international locations, such as Asia Pacific and other European locations. Debt securities are invested in funds that invest in UK corporate bonds and UK government bonds.

The following tables set forth by level, within the fair value hierarchy discussed in Note 10 - Fair Value Measurements, the fair value of assets of the UK Plan as of December 31, 2015 and 2014 (in thousands):

Asset Category	Assets at Fair Value as of December 31, 2015			
	Level 1	Level 2	Level 3	Total
Equity and equity like investments	$ —	$ 114,218	$ —	$ 114,218
Corporate bonds	—	114,434	—	114,424
Government bonds	—	34,011	—	34,011
Cash	897	—	—	897
Total	$ 897	$ 262,658	$ —	$ 263,555

Asset Category	Assets at Fair Value as of December 31, 2014			
	Level 1	Level 2	Level 3	Total
Equity and equity like investments	$ —	$ 121,739	$ —	$ 121,739
Corporate bonds	—	124,380	—	124,380
Government bonds	—	35,329	—	35,329
Cash	657	—	—	657
Total	$ 657	$ 281,448	$ —	$ 282,095

In regards to the plan assets of our UK Plan, investment amounts have been allocated within the fair value hierarchy across all three levels. The characteristics of the assets that sit within each level are summarized as follows:

Level 1-This asset represents cash.

Level 2-These assets are a combination of the following:

(a) Assets that are not exchange traded but have a unit price that is based on the net asset value of the fund. The unit prices are not quoted but the underlying assets held by the fund are either:

(i) held in a variety of listed investments

(ii) held in UK treasury bonds or corporate bonds with the asset value being based on fixed income streams. Some of the underlying bonds are also listed on regulated markets.

It is the value of the underlying assets that have been used to calculate the unit price of the fund.

(b) Assets that are not exchange traded but have a unit price that is based on the net asset value of the fund. The unit prices are quoted. The underlying assets within these funds comprise cash or assets that are listed on a regulated market (i.e., the values are based on observable market data) and it is these values that are used to calculate the unit price of the fund.

Level 3-Assets that are not exchange traded but have a unit price that is based on the net asset value of the fund. The unit prices are not quoted and are not available on any market.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

The table below sets forth a summary of changes in the fair value of the UK Plan's Level 3 assets for the years ended December 31, 2015 and 2014 (in thousands):

Equity and Equity Like Investments	2015	2014
Start of year balance	$ —	$ [illegible]
Actual return on plan assets, relating to assets still held at reporting date	—	—
Purchases, sales and settlements, net	—	[illegible]
Change due to exchange rate changes	—	(307)
End of year balance	$ —	$ [illegible]

The investment policies and strategies for the plan assets are established by the plan trustees (who are independent of the Company) to achieve a reasonable balance between risk, likely return and administration expense, as well as to maintain funds at a level to meet minimum funding requirements. In order to ensure that an appropriate investment strategy is in place, an analysis of the UK Plan's assets and liabilities is completed periodically.

Cash Flows:

Contributions

Our United Kingdom subsidiary expects to contribute approximately $5.4 million to its UK Plan in 2016.

Estimated Future Benefit Payments

The following estimated benefit payments are expected to be paid in the following years (in thousands):

	Pension Benefits
2016	$ [illegible]
2017	$ 9,869
2018	$ [illegible]
2019	$ [illegible]
2020	$ [illegible]
Succeeding five years	$ 65,494

The following table shows certain information for the UK Plan where the accumulated benefit obligation is in excess of plan assets as of December 31, 2015 and 2014 (in thousands):

	2015	2014
Projected benefit obligation	$ 295,825	$ 332,806
Accumulated benefit obligation	$ 295,825	$ 332,806
Fair value of plan assets	$ 253,555	$ 282,095

We also sponsor two U.S. defined benefit plans in which participation by new individuals is frozen. The benefit obligation associated with these plans as of December 31, 2015 and 2014 was approximately $7.0 million and $6.7 million, respectively. The estimated fair value of the plan assets as of December 31, 2015 and 2014 was approximately $4.9 million and $5.1 million, respectively. The plan assets are considered Level 1 assets within the fair value hierarchy and are predominantly invested in cash, equities, and equity and bond funds. The pension liability balances as of December 31, 2015 and 2014 are classified as "Other long-term obligations" in the accompanying Consolidated Balance Sheets. The measurement date for these two plans is December 31 of each year. The major assumptions used in the actuarial valuations to determine benefit obligations as of December 31, 2015 and 2014 included discount rates of 4.00% and 3.80% for 2015 and 4.50% and 4.30% for 2014. Also, included was an expected rate of return of 7.00% for both 2015 and 2014. The reclassification adjustment, net of income taxes, from accumulated other comprehensive loss into net periodic pension cost for the years ended December 31, 2015, 2014 and 2013 was approximately $0.2 million, $0.2 million and $0.3 million, respectively, which was classified as a component of "Selling, general and administrative expenses" in the Consolidated Statements of Operations. The estimated loss for these plans that will be amortized

NOTE 14 - RETIREMENT PLANS - (Continued)

from accumulated other comprehensive loss into net periodic pension cost over the next year is approximately $0.2 million, net of income taxes. The future estimated benefit payments expected to be paid from the plans for the next ten years is approximately $0.4 million per year.

Multiemployer Plans

We participate in over 200 multiemployer pension plans ("MEPPs") that provide retirement benefits to certain union employees in accordance with various collective bargaining agreements ("CBAs"). As one of many participating employers in these MEPPs, we are responsible with the other participating employers for any plan underfunding. Our contributions to a particular MEPP are established by the applicable CBAs; however, our required contributions may increase based on the funded status of an MEPP and legal requirements of the Pension Protection Act of 2006 (the "PPA"), which requires substantially underfunded MEPPs to implement a funding improvement plan ("FIP") or a rehabilitation plan ("RP") to improve their funded status. Factors that could impact the funded status of an MEPP include, without limitation, investment performance, changes in the participant demographics, decline in the number of contributing employers, changes in actuarial assumptions and the utilization of extended amortization provisions.

An FIP or RP requires a particular MEPP to adopt measures to correct its underfunding status. These measures may include, but are not limited to: (a) an increase in our contribution rate as a signatory to the applicable CBA, (b) a reallocation of the contributions already being made by participating employers for various benefits to individuals participating in the MEPP and/or (c) a reduction in the benefits to be paid to future and/or current retirees. In addition, the PPA requires that a 5% surcharge be levied on employer contributions for the first year commencing shortly after the date the employer receives notice that the MEPP is in critical status and a 10% surcharge on each succeeding year until a CBA is in place with terms and conditions consistent with the RP.

We could also be obligated to make payments to MEPPs if we either cease to have an obligation to contribute to the MEPP or significantly reduce our contributions to the MEPP because we reduce our number of employees who are covered by the relevant MEPP for various reasons, including, but not limited to, layoffs or closure of a subsidiary assuming the MEPP has unfunded vested benefits. The amount of such payments (known as a complete or partial withdrawal liability) would equal our proportionate share of the MEPPs' unfunded vested benefits. We believe that certain of the MEPPs in which we participate may have unfunded vested benefits. Due to uncertainty regarding future factors that could trigger withdrawal liability, as well as the absence of specific information regarding the MEPP's current financial situation, we are unable to determine (a) the amount and timing of any future withdrawal liability, if any, and (b) whether our participation in these MEPPs could have a material adverse impact on our financial position, results of operations or liquidity. We did not record any withdrawal liability for the years ended December 31, 2015 and 2014. We recorded a withdrawal liability of approximately $0.1 million for the year ended December 31, 2013.

The following table lists all domestic MEPPs to which our contributions exceeded $2.0 million in 2015. Additionally, this table also lists all domestic MEPPs to which we contributed in 2015 in excess of $0.5 million for MEPPs in the critical status, "red zone" and $1.0 million in the endangered status, "orange or yellow zones", as defined by the PPA (in thousands):

Pension Fund	EIN/Pension Plan Number	PPA Zone Status (1) 2015	PPA Zone Status (1) 2014	FIP/RP Status	Contributions 2015	Contributions 2014	Contributions 2013	Contributions greater than 5% of total plan contributions (2)	Expiration date of CBA
Plumbers & Pipefitters National Pension Fund	[illegible]	Yellow	Yellow	Implemented	$ 12,021	$ 10,426	$ 12,809	No	January 2016 to [illegible]
Sheet Metal Workers National Pension Fund	52-6112463-001	Yellow	Yellow	Implemented	10,891	9,977	9,476	No	April 2016 to June 2020
National Electrical Benefit Fund	53-0181657-001	Green	Green	N/A	9,313	7,985	7,086	No	February 2016 to September 2020
Pension, Hospitalization & Benefit Plan of the Electrical Industry-Pension Trust Account	13-6123601-001	Green	Green	N/A	7,547	6,319	4,131	No	May 2016 to January 2018

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

Pension Fund	EIN/Pension Plan Number	PPA Zone Status (1)		FIP/RP Status	Contributions			Contributions greater than 5% of total plan contributions (2)	Expiration date of CBA
		2015	2014		2015	2014	2013		
National Automatic Sprinkler Industry Pension Fund	52-6054620 001	Red	Red	Implemented	[illegible]	[illegible]	4,224	No	March 2016 to June 2019
Central Pension Fund of the International Union of Operating Engineers and Participating Employers	36-6052390 001	Green	Green	N/A	6,465	6,518	6,206	No	January 2016 to November 2019
Electrical Contractors Association of the City of Chicago Local Union 134, IBEW Joint Pension Trust of Chicago Pension Plan No. 5	51-6030753 002	Green	Green	N/A	[illegible]	[illegible]	[illegible]	No	May 2015 to June 2019
Plumbers Pipefitters & Mechanical Equipment Service Local Union 392 Pension Plan	31-6655223 001	Red	Red	Implemented	5,554	4,962	4,[illegible]26	Yes	June 2019
Sheet Metal Workers Pension Plan of Northern California	51-6115939 001	Red	Red	Implemented	[illegible]	[illegible]	[illegible]	No	June 2016 to June 2018
U.A. Local 393 Pension Trust Fund Defined Benefit	94-6359135 002	Green	Green	N/A	4,597	3,555	3,5[illegible]1	Yes	June 2016 to June 2018
Pipefitters Union Local 537 Pension Fund	[illegible]	Green	Green	N/A	[illegible]	[illegible]	[illegible]	Yes	January 2016 to August 2017
Northern California Pipe Trades Pension Plan	94-3190386 001	Green	Green	N/A	3,544	3,270	2,256	Yes	June 2016 to June 2018
Eighth District Electrical Pension Fund	84-6100393 001	Green	Green	N/A	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Southern California IBEW-NECA Pension Trust Fund	95-6392774 001	Orange	Yellow	Implemented	2,896	3,216	3,215	No	May 2016 to November 2019
Southern California Pipe Trades Retirement Fund	[illegible]	Green	Green	N/A	[illegible]	[illegible]	[illegible]	No	[illegible]
Electrical Workers Local No. 26 Pension Trust Fund	52-6117919 001	Green	Green	N/A	3,630	2,880	[illegible]	Yes	June 2015 to July 2018
U.A. Plumbers Local 25 Pension Fund	[illegible]	Green	Green	N/A	[illegible]	[illegible]	[illegible]	[illegible]	April 2016
Sheet Metal Workers Pension Plan of Southern California, Arizona & Nevada	95-6052257 001	Red	Red	Implemented	2,810	1,824	1,871	No	June 2016 to June 2020
San Diego Electrical Pension Plan	95-6101801 001	Red	Green	Pending	[illegible]	1,878	2,162	Yes	September 2016 to May 2020
U.A. Local 38 Defined Benefit Pension Plan	94-1275319 001	Yellow	Yellow	Implemented	[illegible]	1,605	1,522	No	June 2016 to June 2017
Boilermaker-Blacksmith National Pension Trust	48-6168020 001	Yellow	Yellow	Implemented	[illegible]	[illegible]	1,528	No	April 2015 to September 2018
Plumbing & Pipe Fitting Local 219 Pension Fund	34-6682376 001	Red	Red	Implemented	[illegible]	[illegible]	[illegible]	Yes	May 2017
Building Trades United Pension Trust Fund Milwaukee and Vicinity	51-6049409 001	Yellow	Yellow	Implemented	1,111	[illegible]	[illegible]	No	May 2016

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

Pension Fund	EIN/Pension Plan Number	PPA Zone Status (1)		FIP/RP Status	Contributions			Contributions greater than 5% of total plan contributions (2)	Expiration date of CBA
		2015	2014		2015	2014	2013		
Sheet Metal Local Union No. 520 Pension Plan	25-6006421 001	Red	Red	Implemented	548	862	811	No	April 2017 to May 2017
[illegible] Benefit Plan	[illegible] 005	Red	[illegible]	Implemented	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] 2016
Plumbers & Pipefitters Local 162 Pension Fund	33-6135999 001	Red	Red	Implemented (3)	814	819	770	Yes	May 2019
Other Multiemployer Pension Plans					[illegible]	[illegible]	[illegible]		
Total Contributions					$ 147,056	$ 137,391	$ 131,271		

(1) The zone status represents the most recent available information for the respective MEPP, which may be 2014 or earlier for the 2015 year and 2013 or earlier for the 2014 year.
(2) This information was obtained from the respective plans' Form 5500 ("Forms") for the most current available filing. These dates may not correspond with our fiscal year contributions. The above noted percentages of contributions are based upon disclosures contained in the plans' Forms. Those Forms, among other things, disclose the names of individual participating employers whose annual contributions account for more than 5% of the aggregate annual amount contributed by all participating employers for a plan year. Accordingly, if the annual contribution of two or more of our subsidiaries each accounted for less than 5% of such contributions, but in the aggregate accounted for in excess of 5% of such contributions, that greater percentage is not available and accordingly is not disclosed.
(3) For these respective plans, a funding surcharge was currently in effect for 2015.

The nature and diversity of our business may result in volatility in the amount of our contributions to a particular MEPP for any given period. That is because, in any given market, we could be working on a significant project and/or projects, which could result in an increase in our direct labor force and a corresponding increase in our contributions to the MEPP(s) dictated by the applicable CBA. When that particular project(s) finishes and is not replaced, the number of participants in the MEPP(s) who are employed by us would also decrease, as would our level of contributions to the particular MEPP(s). Additionally, the amount of contributions to a particular MEPP could also be affected by the terms of the CBA, which could require at a particular time, an increase in the contribution rate and/or surcharges. Our contributions to various MEPPs did not increase as a result of acquisitions made since 2013.

We also participate in two MEPPs that are located within the United Kingdom for which we have contributed $0.2 million, $0.2 million and $0.3 million for the years ended December 31, 2015, 2014 and 2013, respectively. The information that we have obtained relating to these plans is not as readily available and/or as comparable as the information that has been ascertained in the United States. Based upon the most recently available information, one of the plans is 100% funded, and the other plan is between 65% and less than 80% funded. A recovery plan has been put in place for the plan that is less than 80% funded, which requires higher contribution amounts to be paid by our UK operations.

Additionally, we contribute to certain multiemployer plans that provide post retirement benefits such as health and welfare benefits and/or defined contribution/annuity plans, among others. Our contributions to these plans approximated $105.1 million, $98.5 million and $93.5 million for the years ended December 31, 2015, 2014 and 2013, respectively. Our contributions to other post retirement benefit plans did not increase as a result of acquisitions made since 2013. The amount of contributions to these plans is also subject for the most part to the factors discussed above in conjunction with the MEPPs.

Defined Contribution Plans

We have defined contribution retirement and savings plans that cover eligible employees in the United States. Contributions to these plans are based on a percentage of the employee's base compensation. The expenses recognized for the years ended December 31, 2015, 2014 and 2013 for these plans were $26.5 million, $25.3 million and $22.6 million, respectively. At our discretion, we may make additional supplemental matching contributions to a defined contribution retirement and savings plan. The expenses recognized related to additional supplemental matching for the years ended December 31, 2015, 2014 and 2013 were $4.8 million, $4.3 million and $4.0 million, respectively.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14 - RETIREMENT PLANS - (Continued)

Our United Kingdom subsidiary has defined contribution retirement plans. The expense recognized for the years ended December 31, 2015, 2014 and 2013 was $4.0 million, $4.5 million and $4.0 million, respectively.

NOTE 15 - COMMITMENTS AND CONTINGENCIES

Commitments

We lease land, buildings and equipment under various leases. The leases frequently include renewal options and escalation clauses and require us to pay for utilities, taxes, insurance and maintenance expenses.

Future minimum payments, by year and in the aggregate, under capital leases, non-cancelable operating leases and related subleases with initial or remaining terms of one or more years at December 31, 2015, were as follows (in thousands):

	Capital Leases	Operating Leases	Sublease Income
2016	$ 1,459	$ 50,019	$ 558
2017	837	47,670	257
2018	650	46,037	126
2019	1,093	28,199	63
2020	77	21,851	—
Thereafter	—	46,283	—
Total minimum lease payments	4,116	$ 239,861	$ 1,004
Amounts representing interest	(247)		
Present value of net minimum lease payments	$ 3,869		

Rent expense for operating leases and other rental items, including short-term equipment rentals charged to cost of sales for our construction contracts, for the years ended December 31, 2015, 2014 and 2013 was $122.0 million, $118.4 million and $116.6 million, respectively. Rent expense for the years ended December 31, 2015, 2014 and 2013 was reported net of sublease rental income of $1.2 million, $1.3 million and $1.2 million, respectively.

Contractual Guarantees

We have agreements with our executive officers and certain other key management personnel providing for severance benefits for such employees upon termination of their employment under certain circumstances.

From time to time in the ordinary course of business, we guarantee obligations of our subsidiaries under certain contracts. Generally, we are liable under such an arrangement only if our subsidiary fails to perform its obligations under the contract. Historically, we have not incurred any substantial liabilities as a consequence of these guarantees.

The terms of our construction contracts frequently require that we obtain from surety companies ("Surety Companies") and provide to our customers payment and performance bonds ("Surety Bonds") as a condition to the award of such contracts. The Surety Bonds secure our payment and performance obligations under such contracts, and we have agreed to indemnify the Surety Companies for amounts, if any, paid by them in respect of Surety Bonds issued on our behalf. In addition, at the request of labor unions representing certain of our employees, Surety Bonds are sometimes provided to secure obligations for wages and benefits payable to or for such employees. Public sector contracts require Surety Bonds more frequently than private sector contracts, and accordingly, our bonding requirements typically increase as the amount of public sector work increases. As of December 31, 2015, based on our percentage-of-completion of our projects covered by Surety Bonds, our aggregate estimated exposure, had there been defaults on all our then existing contractual obligations, was approximately $1.2 billion. The Surety Bonds are issued by Surety Companies in return for premiums, which vary depending on the size and type of bond.

We are subject to regulation with respect to the handling of certain materials used in construction, which are classified as hazardous or toxic by federal, state and local agencies. Our practice is to avoid participation in projects principally involving the remediation or removal of such materials. However, when remediation is required as part of our contract performance, we believe

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 15 - COMMITMENTS AND CONTINGENCIES - (Continued)

we comply with all applicable regulations governing the discharge of material into the environment or otherwise relating to the protection of the environment.

At December 31, 2015, we employed approximately 29,000 people, approximately 56% of whom are represented by various unions pursuant to more than 375 collective bargaining agreements between our individual subsidiaries and local unions. We believe that our employee relations are generally good. Only two of these collective bargaining agreements are national or regional in scope.

Restructuring expenses were $0.8 million, $1.2 million and $0.6 million for 2015, 2014 and 2013, respectively. The 2015 restructuring expenses included $0.9 million of employee severance obligations and a reversal of $0.1 million relating to the termination of leased facilities. The 2014 restructuring expenses included $0.6 million of employee severance obligations and $0.6 million relating to the termination of leased facilities. The 2013 restructuring expenses included $0.5 million of employee severance obligations and $0.1 million relating to the termination of leased facilities. As of December 31, 2015, 2014 and 2013, the balance of our restructuring related obligations yet to be paid was $0.1 million, $0.3 million and $0.2 million, respectively. The majority of obligations outstanding as of December 31, 2014 and 2013 were paid during 2015 and 2014, respectively. The obligations outstanding as of December 31, 2015 will be paid during the first half of 2016.

The changes in restructuring activity by reportable segments during the years ended December 31, 2015 and December 31, 2014 were as follows (in thousands):

	United States electrical construction and facilities services segment	United States mechanical construction and facilities services segment	United States building services segment	Corporate Administration	Total
Balance at December 31, 2013	$ 30	$ 104	$ —	$	$ 134
Charges	638	230	—	300	1,168
Payments	(413)	(308)	—	(300)	(1,021)
Balance at December 31, 2014	255	26		—	281
Charges	(106)	6	924	—	824
Payments	(149)	(32)	(543)	—	(1,024)
Balance at December 31, 2015	$ —	$ —	$ 381	$	$ 381

A summary of restructuring expenses by reportable segments recognized for the year ended December 31, 2015 was as follows (in thousands):

	United States electrical construction and facilities services segment	United States mechanical construction and facilities services segment	United States building services segment	Corporate Administration	Total
Severance	$ —	$ 6	$ 924	$ —	$ 930
Leased facilities	(106)	—	—	—	(106)
Total charges	$ (106)	$ 6	$ 924	$ —	$ 824

Government Contracts

As a government contractor, we are subject to U.S. government audits and investigations relating to our operations, fines, penalties and compensatory and treble damages, and possible suspension or debarment from doing business with the government. Based on currently available information, we believe the outcome of ongoing government disputes and investigations will not have a material impact on our financial position, results of operations or liquidity.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 15 - COMMITMENTS AND CONTINGENCIES - (Continued)

Legal Matters

One of our subsidiaries was a subcontractor to a mechanical contractor ("Mechanical Contractor") on a construction project where an explosion occurred. An investigation of the matter could not determine who was responsible for the explosion. As a result of the explosion, lawsuits have been commenced against various parties, but, to date, no lawsuits have been commenced against our subsidiary with respect to personal injury or damage to property as a consequence of the explosion. However, the Mechanical Contractor has asserted claims, in the context of an arbitration proceeding against our subsidiary, alleging that our subsidiary is responsible for a portion of the damages for which the Mechanical Contractor may be liable as a result of: (a) personal injury suffered by individuals as a result of the explosion and (b) the Mechanical Contractor's legal fees and associated management costs in defending against any and all such claims. In the most recent filing with the Arbitrator, the Mechanical Contractor has stated claims against our subsidiary for alleged violations of the Connecticut and Massachusetts Unfair and Deceptive Trade Practices Acts in the ongoing arbitration proceeding. Further, the general contractor (as assignee of the Mechanical Contractor) on the construction project, and for whom the Mechanical Contractor worked, has alleged that our subsidiary is responsible for losses asserted by the owner of the project and/or the general contractor because of delays in completion of the project and for damages to the owner's property. We believe, and have been advised by counsel, that we have a number of meritorious defenses to all such matters. We believe that the ultimate outcome of such matters will not have a material adverse effect on our consolidated financial position, results of operations or liquidity. Notwithstanding our assessment of the final impact of this matter, we are not able to estimate with any certainty the amount of loss, if any, which would be associated with an adverse resolution.

One of our subsidiaries, USM, Inc. ("USM"), doing business in California provides, among other things, janitorial services to its customers by having those services performed by independent janitorial companies. USM and one of its customers, which owns retail stores (the "Customer"), were co-defendants in a federal class action lawsuit brought by six employees of USM's California janitorial subcontractors. The action was commenced on September 5, 2013 in a Superior Court of California and was removed by USM on November 22, 2013 to the United States District Court for the Northern District of California. The employees alleged in their complaint, among other things, that USM and the Customer, during a period that began before our acquisition of USM, violated a California statute that prohibits USM from entering into a contract with a janitorial subcontractor when it knew or should have known that the contract did not include funds sufficient to allow the janitorial subcontractor to comply with all local, state and federal laws or regulations governing the labor or services to be provided. The employees asserted that the amounts USM paid to its janitorial subcontractors were insufficient to allow those janitorial subcontractors to meet their obligations regarding, among other things, wages due for all hours their employees worked, minimum wages, overtime pay and meal and rest breaks. These employees sought to represent not only themselves, but also all other individuals who provided janitorial services at the Customer's stores in California during the relevant four-year time period. We do not believe USM or the Customer violated the California statute or that the employees could have brought the action as a class action on behalf of other employees of janitorial companies with whom USM subcontracted for the provision of janitorial services to the Customer. The plaintiffs sought a declaratory judgment that USM had violated the California statute, monetary damages, including all unpaid wages and interest thereon, restitution for unpaid wages, and an award of attorneys' fees and costs.

USM and its Customer have settled claims asserted in the class action pursuant to the terms of a consent decree approved by the federal judge in the United States District Court for the Northern District of California on February 16, 2016, which followed a determination by the Court of the consent decree's fairness, adequacy and reasonableness. Under the terms of the consent decree, USM will (a) pay an aggregate of $1.0 million (i) for monetary relief to the members of the class, (ii) for awards to the class representative plaintiffs, (iii) for California Labor Code Private Attorney General Act payments to the State of California for an immaterial amount, and (iv) for all costs of notice and administration of the claims process, (b) pay to counsel for the class an aggregate of $1.3 million, of which $0.2 million has been allocated for their reimbursable costs and litigation expenses and $1.1 million has been allocated for attorneys' fees, and (c) monitor USM's California subcontractors providing janitorial services to its Customer in accordance with agreed upon procedures designed principally to ensure janitorial employees of those subcontractors are paid no less than minimum wage. The settlement amount was accrued for as of December 31, 2014. During 2015, a payment of $1.0 million was made to a third party claims administrator who was holding the funds pending approval by the Court of the consent decree, and the balance of $1.3 million was paid in February 2016 after final approval by the Court.

We are involved in several other proceedings in which damages and claims have been asserted against us. Other potential claims may exist that have not yet been asserted against us. We believe that we have a number of valid defenses to such proceedings and claims and intend to vigorously defend ourselves. We do not believe that any such matters will have a material adverse effect on our financial position, results of operations or liquidity. Litigation is subject to many uncertainties and the outcome of litigation is not predictable with assurance. It is possible that some litigation matters for which reserves have not been established could be

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 15 - COMMITMENTS AND CONTINGENCIES - (Continued)

decided unfavorably to us, and that any such unfavorable decisions could have a material adverse effect on our financial position, results of operations or liquidity.

NOTE 16 - ADDITIONAL CASH FLOW INFORMATION

The following presents information about cash paid for interest, income taxes and other non-cash financing activities for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	2015	2014	2013
Cash paid during the year for:			
Interest	$ [illegible]	$ [illegible]	$ [illegible]
Income taxes	$ 90,754	$ 88,277	$ 104,324
Non-cash financing activities:			
Assets acquired under capital lease obligations	$ 3,847	$ 93	$ 414

NOTE 17 - SEGMENT INFORMATION

We have the following reportable segments: (a) United States electrical construction and facilities services (involving systems for electrical power transmission and distribution; premises electrical and lighting systems; low-voltage systems, such as fire alarm, security and process control; voice and data communication; roadway and transit lighting; and fiber optic lines); (b) United States mechanical construction and facilities services (involving systems for heating, ventilation, air conditioning, refrigeration and clean-room process ventilation; fire protection; plumbing, process and high-purity piping; controls and filtration; water and wastewater treatment and central plant heating and cooling; cranes and rigging; millwrighting; and steel fabrication, erection and welding); (c) United States building services; (d) United States industrial services; and (e) United Kingdom building services. The "United States building services" and "United Kingdom building services" segments principally consist of those operations which provide a portfolio of services needed to support the operation and maintenance of customers' facilities, including commercial and government site-based operations and maintenance; facility maintenance and services, including reception, security and catering services; outage services to utilities and industrial plants; military base operations support services; mobile maintenance and services; floor care and janitorial services; landscaping, lot sweeping and snow removal; facilities management; vendor management; call center services; installation and support for building systems; program development, management and maintenance for energy systems; technical consulting and diagnostic services; infrastructure and building projects for federal, state and local governmental agencies and bodies; and small modification and retrofit projects, which services are not generally related to customers' construction programs. The segment "United States industrial services" principally consists of those operations which provide industrial maintenance and services, including those for refineries and petrochemical plants, including on-site repairs, maintenance and service of heat exchangers, towers, vessels and piping; design, manufacturing, repair and hydro blast cleaning of shell and tube heat exchangers and related equipment; refinery turnaround planning and engineering services; specialty welding services; overhaul and maintenance of critical process units in refineries and petrochemical plants, and specialty technical services for refineries and petrochemical plants.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 17 - SEGMENT INFORMATION - (Continued)

The following tables present information about industry segments and geographic areas for the years ended December 31, 2015, 2014 and 2013 (in thousands):

	2015	2014	2013
Revenues from unrelated entities:			
United States electrical construction and facilities services	$ 1,367,142	$ 1,312,038	$ 1,347,750
United States mechanical construction and facilities services	2,312,763	2,201,212	2,329,834
United States building services	1,739,259	1,721,341	1,792,978
United States industrial services	922,085	839,930	519,413
Total United States operations	6,341,249	6,074,521	5,989,975
United Kingdom building services	377,477	350,444	343,552
Total worldwide operations	$ 6,718,726	$ 6,424,965	$ 6,333,527
Total revenues:			
United States electrical construction and facilities services	$ 1,378,620	$ 1,320,347	$ 1,371,979
United States mechanical construction and facilities services	2,326,683	2,219,886	2,387,072
United States building services	1,794,086	1,782,897	1,839,129
United States industrial services	923,648	842,040	522,417
Less intersegment revenues	(81,788)	(86,649)	(130,622)
Total United States operations	6,341,249	6,074,521	5,989,975
United Kingdom building services	377,477	350,444	343,552
Total worldwide operations	$ 6,718,726	$ 6,424,965	$ 6,333,527
Operating income (loss):			
United States electrical construction and facilities services	$ 81,875	$ 90,893	$ 128,114
United States mechanical construction and facilities services	158,688	114,418	93,765
United States building services	70,882	65,865	67,225
United States industrial services	56,469	63,159	38,763
Total United States operations	367,914	334,335	327,867
United Kingdom building services	11,634	15,011	13,021
Corporate administration	(91,642)	(68,578)	(69,891)
Restructuring expenses	(824)	(1,168)	(647)
Impairment loss on identifiable intangible assets	—	(1,471)	—
Gain on sale of building	—	11,749	—
Total worldwide operations	287,082	289,878	270,350
Other corporate items:			
Interest expense	(8,932)	(9,075)	(8,769)
Interest income	673	842	1,128
Income from continuing operations before income taxes	$ 278,823	$ 281,645	$ 262,709

EMCOR Group, Inc. and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 17 - SEGMENT INFORMATION - (Continued)

	2015	2014	2013
Capital expenditures:			
United States electrical construction and facilities services	$ 6,003	$ [illegible]	$ 6,164
United States mechanical construction and facilities services	5,345	8,631	8,866
United States building services	7,293	10,389	7,579
United States industrial services	11,073	9,139	10,281
Total United States operations	29,714	35,030	32,890
United Kingdom building services	5,298	1,935	1,536
Corporate administration	448	1,070	1,071
Total worldwide operations	$ 35,460	$ 38,035	$ 35,497
Depreciation and amortization of Property, plant and equipment:			
United States electrical construction and facilities services	$ [illegible]	$ [illegible]	$ 3,640
United States mechanical construction and facilities services	7,624	7,600	7,280
United States building services	9,814	10,560	11,288
United States industrial services	9,629	9,839	8,781
Total United States operations	31,763	32,334	30,989
United Kingdom building services	3,603	3,305	4,477
Corporate administration	928	885	844
Total worldwide operations	$ 36,294	$ 36,524	$ 36,310
Costs and estimated earnings in excess of billings on uncompleted contracts:			
United States electrical construction and facilities services	$ 39,116	$ 32,464	$ [illegible]
United States mechanical construction and facilities services	46,220	43,442	38,804
United States building services	20,959	18,553	14,055
United States industrial services	3,358	281	5
Total United States operations	109,653	94,743	82,754
United Kingdom building services	8,081	8,458	7,973
Total worldwide operations	$ 117,734	$ 103,201	$ 90,727
Billings in excess of costs and estimated earnings on uncompleted contracts:			
United States electrical construction and facilities services	$ 139,857	$ 134,422	$ 118,458
United States mechanical construction and facilities services	238,463	199,983	205,974
United States building services	44,476	38,059	30,827
United States industrial services	1,170	1,516	805
Total United States operations	423,966	373,980	356,064
United Kingdom building services	5,269	14,575	25,231
Total worldwide operations	$ 429,235	$ 388,555	$ 381,295

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 17 - SEGMENT INFORMATION - (Continued)

	2015	2014	2013
Long-lived assets:			
United States electrical construction and facilities services	$ 20,139	$ 18,702	$ 16,512
United States mechanical construction and facilities services	296,633	288,161	293,790
United States building services	378,367	392,354	405,498
United States industrial services	730,413	750,101	772,209
Total United States operations	1,425,552	1,449,318	1,488,009
United Kingdom building services	10,927	6,899	8,831
Corporate administration	1,543	2,123	2,896
Total worldwide operations	$ 1,438,022	$ 1,458,340	$ 1,499,736
Total assets:			
United States electrical construction and facilities services	$ 372,525	$ 332,150	$ 329,642
United States mechanical construction and facilities services	894,366	793,056	795,256
United States building services	721,653	737,082	756,785
United States industrial services	883,338	954,018	940,916
Total United States operations	2,871,882	2,816,306	2,822,599
United Kingdom building services	133,782	110,340	160,828
Corporate administration	540,806	462,321	482,488
Total worldwide operations	$ 3,546,470	$ 3,388,967	$ 3,465,915

The results of our United States mechanical construction and facilities services segment included revenues of $12.1 million recognized during the fourth quarter of 2015 as a result of the settlement of a claim on an institutional project located in the southeastern United States. Our United Kingdom building services segment recognized income of $4.8 million during the second quarter of 2014, which has been recorded as a reduction of "Cost of sales" in the Consolidated Statements of Operations for the year ended December 31, 2014, as a result of a reduction in the estimate of certain accrued contract costs that were no longer expected to be incurred within its building services operations. Our corporate administration operating loss for the year ended December 31, 2013 was reduced by the receipt of an insurance recovery of approximately $2.6 million that was received in January 2013 associated with a previously disposed of operation, which has been classified as a component of "Cost of sales" in the Consolidated Statements of Operations.

EMCOR Group, Inc. and Subsidiaries

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 18 - SELECTED UNAUDITED QUARTERLY INFORMATION

(In thousands, except per share data)

Quarterly and year-to-date computations of per share amounts are made independently; therefore, the sum of per share amounts for the quarters may not equal per share amounts for the year. The results of the construction operations of our United Kingdom segment for all periods are presented as discontinued operations.

2015 Quarterly Results	March 31	June 30	Sept. 30	Dec. 31
Revenues	$ 1,589,197	$ 1,652,563	$ 1,699,328	$ 1,777,826
Gross profit	$ 216,929	$ 239,527	$ 235,402	$ 252,621
Impairment loss on identifiable intangible assets	$ —	$ —	$ —	$ —
Gain on sale of building	$ —	$ —	$ —	$ —
Net income attributable to EMCOR Group, Inc.	$ 32,849	$ 40,859	$ 41,321	$ 51,066
Basic EPS from continuing operations	$ 0.53	$ 0.75	$ 0.66	$ 0.81
Basic EPS from discontinued operation	(0.01)	(0.00)	(0.00)	0.01
	$ 0.52	$ 0.75	$ 0.66	$ 0.82
Diluted EPS from continuing operations	$ 0.52	$ 0.74	$ 0.66	$ 0.80
Diluted EPS from discontinued operation	(0.00)	(0.00)	(0.00)	0.01
	$ 0.52	$ 0.74	$ 0.66	$ 0.81

2014 Quarterly Results	March 31	June 30	Sept. 30	Dec. 31
Revenues	$ 1,490,539	$ 1,552,919	$ 1,566,511	$ 1,814,705
Gross profit	$ 216,203	$ 220,241	$ 222,229	$ 249,573
Impairment loss on identifiable intangible assets	$ —	$ —	$ —	$ 1,471
Gain on sale of building	$ —	$ —	$ 11,749	$ —
Net income attributable to EMCOR Group, Inc.	$ 41,261	$ 39,911	$ 43,024	$ 42,466
Basic EPS from continuing operations	$ 0.64	$ 0.61	$ 0.68	$ 0.67
Basic EPS from discontinued operation	(0.03)	(0.02)	(0.01)	(0.01)
	$ 0.61	$ 0.59	$ 0.67	$ 0.66
Diluted EPS from continuing operations	$ 0.64	$ 0.61	$ 0.68	$ 0.66
Diluted EPS from discontinued operation	(0.03)	(0.02)	(0.01)	(0.01)
	$ 0.61	$ 0.59	$ 0.67	$ 0.65

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders of EMCOR Group, Inc. and subsidiaries:

We have audited the accompanying consolidated balance sheets of EMCOR Group, Inc. and subsidiaries as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive income, equity and cash flows for each of the three years in the period ended December 31, 2015. Our audits also included the financial statement schedule listed in the Index at Item 15(a). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of EMCOR Group, Inc. and subsidiaries at December 31, 2015 and 2014, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2015, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), EMCOR Group, Inc. and subsidiaries' internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) and our report dated February 25, 2016 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Stamford, Connecticut
February 25, 2016

Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders of EMCOR Group, Inc. and subsidiaries:

We have audited EMCOR Group, Inc. and subsidiaries' internal control over financial reporting as of December 31, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) (the COSO criteria). EMCOR Group, Inc. and subsidiaries' management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, EMCOR Group, Inc. and subsidiaries maintained, in all material respects, effective internal control over financial reporting as of December 31, 2015, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of EMCOR Group, Inc. and subsidiaries as of December 31, 2015 and 2014, and the related consolidated statements of operations, comprehensive income, equity and cash flows for each of the three years in the period ended December 31, 2015 and our report dated February 25, 2016 expressed an unqualified opinion thereon.

Stamford, Connecticut
February 25, 2016

/s/ Ernst & Young LLP

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

ITEM 9A. CONTROLS AND PROCEDURES

Based on an evaluation of our disclosure controls and procedures (as required by Rules 13a-15(b) of the Securities Exchange Act of 1934), our President and Chief Executive Officer, Anthony J. Guzzi, and our Executive Vice President and Chief Financial Officer, Mark A. Pompa, have concluded that our disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934) are effective as of the end of the period covered by this report.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities and Exchange Act of 1934). Our internal control over financial reporting is a process designed with the participation of our principal executive officer and principal financial officer or persons performing similar functions to provide reasonable assurance regarding the reliability of financial reporting and the preparation of our financial statements for external reporting purposes in accordance with U.S. generally accepted accounting principles.

Our internal control over financial reporting includes policies and procedures that: (a) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect our transactions and dispositions of assets, (b) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with U.S. generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of our management and Board of Directors and (c) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on our financial statements.

Because of its inherent limitations, our disclosure controls and procedures may not prevent or detect misstatements. A control system, no matter how well conceived and operated, can only provide reasonable, not absolute, assurance that the objectives of the control system are met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

As of December 31, 2015, our management conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework established in *Internal Control-Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). Based on this evaluation, management has determined that EMCOR's internal control over financial reporting is effective as of December 31, 2015.

The effectiveness of our internal control over financial reporting as of December 31, 2015 has been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in its report appearing in this Annual Report on Form 10-K, which such report expressed an unqualified opinion on the effectiveness of our internal control over financial reporting as of December 31, 2015.

Changes in Internal Control over Financial Reporting

In addition, our management with the participation of our principal executive officer and principal financial officer or persons performing similar functions has determined that no change in our internal control over financial reporting (as that term is defined in Rules 13(a)-15(f) and 15(d)-15(f) of the Securities Exchange Act of 1934) occurred during the fourth quarter of our fiscal year ended December 31, 2015 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this Item 10 with respect to directors is incorporated herein by reference to the Section of our definitive Proxy Statement for the 2016 Annual Meeting of Stockholders entitled "Election of Directors", which Proxy Statement is to be filed with the Securities and Exchange Commission pursuant to Regulation 14A not later than 120 days after the end of the fiscal year to which this Form 10-K relates (the "Proxy Statement"). The information required by this Item 10 concerning compliance with Section 16(a) of the Securities Exchange Act of 1934 is incorporated herein by reference to the section of the Proxy Statement entitled "Section 16(a) Beneficial Ownership Reporting Compliance". The information required by this Item 10 concerning the Audit Committee of our Board of Directors and Audit Committee financial experts is incorporated by reference to the section of the Proxy Statement entitled "Meetings and Committees of the Board of Directors" and "Corporate Governance". Information regarding our executive officers is contained in Part I of this Form 10-K following Item 4 under the heading "Executive Officers of the Registrant". We have adopted a Code of Ethics that applies to our Chief Executive Officer and our Senior Financial Officers, which is listed on the Exhibit Index.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this Item 11 is incorporated herein by reference to the sections of the Proxy Statement entitled "Compensation Discussion and Analysis", "Executive Compensation and Related Information", "Potential Post Employment Payments", "Director Compensation", "Compensation Committee Interlocks and Insider Participation" and "Compensation Committee Report".

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this Item 12 (other than the information required by Section 201(d) of Regulation S-K, which is set forth in Part II, Item 5 of this Form 10-K) is incorporated herein by reference to the sections of the Proxy Statement entitled "Security Ownership of Certain Beneficial Owners" and "Security Ownership of Management".

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS AND DIRECTOR INDEPENDENCE

The information required by this Item 13 is incorporated herein by reference to the sections of the Proxy Statement entitled "Compensation Committee Interlocks and Insider Participation" and "Corporate Governance".

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required by this Item 14 is incorporated herein by reference to the section of the Proxy Statement entitled "Ratification of Appointment of Independent Auditors".

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a)(1). The following consolidated financial statements of EMCOR Group, Inc. and Subsidiaries are filed as part of this report under Part II, Item 8, Financial Statements and Supplementary Data:

Financial Statements:

Consolidated Balance Sheets - December 31, 2015 and 2014

Consolidated Statements of Operations - Years Ended December 31, 2015, 2014 and 2013

Consolidated Statements Comprehensive Income - Years Ended December 31, 2015, 2014 and 2013

Consolidated Statements of Cash Flows - Years Ended December 31, 2015, 2014 and 2013

Consolidated Statements of Equity - Years Ended December 31, 2015, 2014 and 2013

Notes to Consolidated Financial Statements

Reports of Independent Registered Public Accounting Firm

(a)(2) The following financial statement schedule is included in this Form 10-K report: Schedule II - Valuation and Qualifying Accounts

All other schedules are omitted because they are not required, are inapplicable, or the information is otherwise shown in the consolidated financial statements or notes thereto.

(a)(3) For the list of exhibits, see the Exhibit Index immediately following the signature page hereof, which Exhibit Index is incorporated herein by reference.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: February 25, 2016

EMCOR GROUP, INC.
(Registrant)

BY: /s/ ANTHONY J. GUZZI
Anthony J. Guzzi
President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities indicated on February 25, 2016.

/s/ ANTHONY J. GUZZI Anthony J. Guzzi	President, Chief Executive Officer and Director (Principal Executive Officer)
/s/ MARK A. POMPA Mark A. Pompa	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)
/s/ STEPHEN W. BERSHAD Stephen W. Bershad	Chairman of the Board of Directors
/s/ JOHN W. ALTMEYER John W. Altmeyer	Director
/s/ DAVID A. B. BROWN David A. B. Brown	Director
/s/ LARRY J. BUMP Larry J. Bump	Director
/s/ RICHARD F. HAMM, JR. Richard F. Hamm, Jr.	Director
/s/ DAVID H. LAIDLEY David H. Laidley	Director
/s/ JERRY E. RYAN Jerry E. Ryan	Director
/s/ STEVEN B. SCHWARZWAELDER Steven B. Schwarzwaelder	Director
/s/ MICHAEL T. YONKER Michael T. Yonker	Director

SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS
(In thousands)

Description	Balance at Beginning of Year	Costs and Expenses	Additions Charged to Other (1)	Deductions (2)	Balance at End of Year
Allowance for doubtful accounts					
Year Ended December 31, 2015	$ 10,424	2,853	—	(2,102)	$ 11,195
Year Ended December 31, 2014	$ 11,890	2,918	-	(4,384)	$ 10,424
Year Ended December 31, 2013	$ 11,473	3,532	12	(3,127)	$ 11,890

(1) Amount principally relates to business acquisitions and divestitures, and the effect of exchange rate changes.

(2) Deductions primarily represent uncollectible balances of accounts receivable written off, net of recoveries.

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
2(a-1)	Purchase Agreement dated as of February 11, 2002 by and among Comfort Systems USA, Inc. and EMCOR-CSI Holding Co.	Exhibit 2.1 to EMCOR Group, Inc.'s ("EMCOR") Report on Form 8-K dated February 14, 2002
2(a-2)	Purchase and Sale Agreement dated as of August 20, 2007 between FR X Ohmstede Holdings LLC and EMCOR Group, Inc.	Exhibit 2.1 to EMCOR's Report on Form 8-K (Date of Report August 20, 2007)
2(a-3)	Purchase and Sale Agreement, dated as of June 17, 2013 by and among Texas Turnaround LLC, a Delaware limited liability company, Altair Strickland Group, Inc., a Texas corporation, Rep Holdings LLC, a Texas limited liability company, ASG Key Employee LLC, a Texas limited liability company, Repcon Key Employee LLC, a Texas limited liability company, Gulfstar MBII, Ltd., a Texas limited partnership, The Trustee of the James T. Robinson and Diana J. Robinson 2010 Irrevocable Trust, The Trustee of the Steven Rothbauer 2012 Descendant's Trust, The Co-Trustees of the Paila Strickland 2012 Descendant's Trust, The Co-Trustees of the Carter Strickland 2012 Descendant's Trust, and The Co-Trustees of the Walton 2012 Grandchildren's Trust (collectively, "Sellers") and EMCOR Group, Inc.	Exhibit 2.1 to EMCOR's Report on Form 8-K (Date of Report June 17, 2013)
3(a-1)	Restated Certificate of Incorporation of EMCOR filed December 15, 1994	Exhibit 3(a-5) to EMCOR's Registration Statement on Form 10 as originally filed March 17, 1995 ("Form 10")
3(a-2)	Amendment dated November 28, 1995 to the Restated Certificate of Incorporation of EMCOR	Exhibit 3(a-2) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 1995 ("1995 Form 10-K")
3(a-3)	Amendment dated February 12, 1998 to the Restated Certificate of Incorporation of EMCOR	Exhibit 3(a-3) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 1997 ("1997 Form 10-K")
3(a-4)	Amendment dated January 27, 2006 to the Restated Certificate of Incorporation of EMCOR	Exhibit 3(a-4) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2005 ("2005 Form 10-K")
3(a-5)	Amendment dated September 18, 2007 to the Restated Certificate of Incorporation of EMCOR	Exhibit A to EMCOR's Proxy Statement dated August 17, 2007 for Special Meeting of Stockholders held September 18, 2007
3(b)	Amended and Restated By-Laws	Exhibit 3(b) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 1998 ("1998 Form 10-K")
3(c)	Amendment to Article I, Section 6(c) and Section 6(i) of the Amended and Restated By-Laws	Exhibit 3.1 to EMCOR's Report on Form 8-K (Date of Report December 5, 2013)
4(a)	Fourth Amended and Restated Credit Agreement dated as of November 25, 2013 by and among EMCOR Group, Inc. and a subsidiary and Bank of Montreal, as Agent, and the lenders listed on the signature pages thereof (the "Credit Agreement")	Exhibit 4(a) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2013 ("2013 Form 10-K")
4(b)	Fourth Amended and Restated Security Agreement dated as of November 25, 2013 among EMCOR, certain of its U.S. subsidiaries, and Bank of Montreal, as Agent	Exhibit 4(b) to 2013 Form 10-K
4(c)	Fourth Amended and Restated Pledge Agreement dated as of November 25, 2013 among EMCOR, certain of its U.S. subsidiaries, and Bank of Montreal, as Agent	Exhibit 4(c) to 2013 Form 10-K
4(d)	Third Amended and Restated Guaranty Agreement dated as of November 25, 2013 by certain of EMCOR's U.S. subsidiaries in favor of Bank of Montreal, as Agent	Exhibit 4(d) to 2013 Form 10-K

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
10(a)	Form of Severance Agreement ("Severance Agreement") between EMCOR and each of Sheldon I. Cammaker, R. Kevin Matz and Mark A. Pompa	Exhibit 10.1 to the April 2005 Form 8-K
10(b)	Form of Amendment to Severance Agreement between EMCOR and each of Sheldon I. Cammaker, R. Kevin Matz and Mark A. Pompa	Exhibit 10(c) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended March 31, 2007 ("March 2007 Form 10-Q")
10(c)	Letter Agreement dated October 12, 2004 between Anthony Guzzi and EMCOR (the "Guzzi Letter Agreement")	Exhibit 10.1 to EMCOR's Report on Form 8-K (Date of Report October 12, 2004)
10(d)	Form of Confidentiality Agreement between Anthony Guzzi and EMCOR	Exhibit C to the Guzzi Letter Agreement
10(e)	Form of Indemnification Agreement between EMCOR and each of its officers and directors	Exhibit F to the Guzzi Letter Agreement
10(f-1)	Severance Agreement ("Guzzi Severance Agreement") dated October 25, 2004 between Anthony Guzzi and EMCOR	Exhibit D to the Guzzi Letter Agreement
10(f-2)	Amendment to Guzzi Severance Agreement	Exhibit 10(g-2) to the March 2007 Form 10-Q
10(g-1)	Continuity Agreement dated as of June 22, 1998 between Sheldon I. Cammaker and EMCOR ("Cammaker Continuity Agreement")	Exhibit 10(c) to the June 1998 Form 10-Q
10(g-2)	Amendment dated as of May 4, 1999 to Cammaker Continuity Agreement	Exhibit 10(i) to the June 1999 Form 10-Q
10(g-3)	Amendment dated as of March 1, 2007 to Cammaker Continuity Agreement	Exhibit 10(m-3) to the March 2007 Form 10-Q
10(h-1)	Continuity Agreement dated as of June 22, 1998 between R. Kevin Matz and EMCOR ("Matz Continuity Agreement")	Exhibit 10(f) to the June 1998 Form 10-Q
10(h-2)	Amendment dated as of May 4, 1999 to Matz Continuity Agreement	Exhibit 10(m) to the June 1999 Form 10-Q
10(h-3)	Amendment dated as of January 1, 2002 to Matz Continuity Agreement	Exhibit 10(o-3) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended March 31, 2002 ("March 2002 Form 10-Q")
10(h-4)	Amendment dated as of March 1, 2007 to Matz Continuity Agreement	Exhibit 10(n-4) to the March 2007 Form 10-Q
10(i-1)	Continuity Agreement dated as of June 22, 1998 between Mark A. Pompa and EMCOR ("Pompa Continuity Agreement")	Exhibit 10(g) to the June 1998 Form 10-Q
10(i-2)	Amendment dated as of May 4, 1999 to Pompa Continuity Agreement	Exhibit 10(n) to the June 1999 Form 10-Q
10(i-3)	Amendment dated as of January 1, 2002 to Pompa Continuity Agreement	Exhibit 10(p-3) to the March 2002 Form 10-Q
10(i-4)	Amendment dated as of March 1, 2007 to Pompa Continuity Agreement	Exhibit 10(o-4) to the March 2007 Form 10-Q
10(j-1)	Change of Control Agreement dated as of October 25, 2004 between Anthony Guzzi ("Guzzi") and EMCOR ("Guzzi Continuity Agreement")	Exhibit E to the Guzzi Letter Agreement
10(j-2)	Amendment dated as of March 1, 2007 to Guzzi Continuity Agreement	Exhibit 10(p-2) to the March 2007 Form 10-Q
10(j-3)	Amendment to Continuity Agreements and Severance Agreements with Sheldon I. Cammaker, Anthony J. Guzzi, R. Kevin Matz and Mark A. Pompa	Exhibit 10(e) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2008 ("2008 Form 10-K")

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
10(k-1)	Amendment dated as of March 29, 2010 to Severance Agreement with Sheldon I. Cammaker, Anthony J. Guzzi, R. Kevin Matz and Mark A. Pompa	Exhibit 10.1 to Form 8-K (Date of Report March 29, 2010) ("March 2010 Form 8-K")
10(k-2)	Third Amendment to Severance Agreement dated June 4, 2015 between EMCOR and Sheldon I. Cammaker	Exhibit 10(k-2) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2015 ("June 2015 Form 10-Q")
10(l-1)	EMCOR Group, Inc. Long-Term Incentive Plan ("LTIP")	Exhibit 10 to Form 8-K (Date of Report December 15, 2005)
10(l-2)	First Amendment to LTIP and updated Schedule A to LTIP	Exhibit 10(s-2) to 2008 Form 10-K
10(l-3)	Second Amendment to LTIP	Exhibit 10.2 to March 2010 Form 8-K
10(l-4)	Third Amendment to LTIP	Exhibit 10(q-4) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended March 31, 2012 ("March 2012 Form 10-Q")
10(l-5)	Fourth Amendment to LTIP	Exhibit 10(l-5) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2013
10(l-6)	Form of Certificate Representing Stock Units issued under LTIP	Exhibit 10(t-2) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2007 ("2007 Form 10-K")
10(l-7)	Fifth Amendment to LTIP	Filed herewith
10(l-8)	Sixth Amendment to LTIP	Filed herewith
10(m-1)	2003 Non-Employee Directors' Stock Option Plan	Exhibit A to EMCOR's Proxy Statement for its Annual Meeting held on June 12, 2003 ("2003 Proxy Statement")
10(m-2)	First Amendment to 2003 Non-Employee Directors' Plan	Exhibit 10(a-2) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2006 ("2006 Form 10-K")
10(n)	Key Executive Incentive Bonus Plan, as amended and restated	Exhibit B to EMCOR's Proxy Statement for its Annual Meeting held June 13, 2013
10(o)	Consents on December 15, 2009 to Transfer Stock Options by Non-Employee Directors	Exhibit 10(z) to 2009 Form 10-K
10(p-1)	2007 Incentive Plan	Exhibit B to EMCOR's Proxy Statement for its Annual Meeting held June 20, 2007
10(p-2)	Option Agreement dated December 13, 2007 under 2007 Incentive Plan between Jerry E. Ryan and EMCOR	Exhibit 10(a)(h-2) to 2007 Form 10-K
10(p-3)	Option Agreement dated December 15, 2008 under 2007 Incentive Plan between David Laidley and EMCOR	Exhibit 10.1 to Form 8-K (Date of Report December 15, 2008)
10(p-4)	Form of Option Agreement under 2007 Incentive Plan between EMCOR and each non-employee director electing to receive options as part of annual retainer	Exhibit 10(i)(h-3) to 2007 Form 10-K
10(q-1)	Amended and Restated 2010 Incentive Plan	Exhibit 10(q-1) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended September 30, 2015
10(q-2)	Form of Option Agreement under 2010 Incentive Plan between EMCOR and each non-employee director with respect to grant of options upon re-election at June 11, 2010 Annual Meeting of Stockholders	Exhibit 10(f)(i-2) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2010
10(q-3)	Form of Option Agreement under 2010 Incentive Plan, as amended, between EMCOR and each non-employee director electing to receive options as part of annual retainer	Exhibit 10(c)(q) to 2011 Form 10-K

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
10(r)	EMCOR Group, Inc. Employee Stock Purchase Plan	Exhibit C to EMCOR's Proxy Statement for its Annual Meeting held June 18, 2008
10(s)	Form of Restricted Stock Award Agreement dated January 3, 2012 between EMCOR and each of Larry J. Bump, Albert Fried, Jr., Richard F. Hamm, Jr., David H. Laidley, Frank T. MacInnis, Jerry E. Ryan and Michael T. Yonker	Exhibit 10(m)(m) to 2011 Form 10-K
10(t-1)	Director Award Program Adopted May 13, 2011, as amended and restated December 14, 2011	Exhibit 10(n)(n) to 2011 Form 10-K
10(t-2)	Form of Amended and Restated Restricted Stock Award Agreement dated December 14, 2011 amending and restating restricted stock award agreement dated June 1, 2011 under Director Award Program with each of Stephen W. Bershad, David A.B. Brown, Larry J. Bump, Albert Fried, Jr., Richard F. Hamm, Jr., David H. Laidley, Jerry E. Ryan and Michael T. Yonker	Exhibit 10(o)(o) to 2011 Form 10-K
10(u)	Restricted Stock Unit Agreement dated May 9, 2011 between EMCOR and Anthony J. Guzzi	Exhibit 10(o)(u) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended September 30, 2011
10(v)	Amendment to Option Agreements	Exhibit 10(r)(r) to 2011 Form 10-K
10(w)	Form of Restricted Stock Unit Agreement dated March , 2012 between EMCOR and each of Sheldon I. Cammaker, R. Kevin Matz and Mark A. Pompa	Exhibit 10(o)(o) to the March 31, 2012 Form 10-Q
10(x)	Form of Non-LTIP Stock Unit Certificate	Exhibit 10(p)(p) to the March 31, 2012 Form 10-Q
10(y)	Form of Director Restricted Stock Unit Agreement	Exhibit 10(k)(k) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012 ("June 2012 Form 10-Q")
10(z)	Director Award Program, as Amended and Restated December 16, 2014	Exhibit 10(z) to EMCOR's Annual Report on Form 10-K for the year ended December 31, 2014
10(a)(a)	EMCOR Group, Inc. Voluntary Deferral Plan	Exhibit 10(e)(e) to 2012 Form 10-K
10(b)(b)	First Amendment to EMCOR Group, Inc. Voluntary Deferral Plan	Exhibit 10(e)(e) to 2013 Form 10-K
10(c)(c)	Form of Executive Restricted Stock Unit Agreement	Exhibit 10(f)(f) to 2012 Form 10-K
10(d)(d)	Restricted Stock Unit Award Agreement dated October 23, 2013 between EMCOR and Stephen W. Bershad	Exhibit 10(g)(g) to 2013 Form 10-K
10(e)(e)	Restricted Stock Unit Award Agreement dated June 11, 2014 between EMCOR and Stephen W. Bershad	Exhibit 10(g)(g) to EMCOR's Quarterly Report on Form 10-Q for the quarter ended June 30, 2014
10(f)(f)	Restricted Stock Unit Award Agreement dated June 11, 2015 between EMCOR and Stephen W. Bershad	Exhibit 10(f)(f) to the June 2015 Form 10-Q
10(g)(g)	Restricted Stock Unit Award Agreement dated October 29, 2015 between EMCOR and Steven B. Schwarzwaelder	Exhibit 10.1 to Form 8-K (Date of Report October 30, 2015)
10(h)(h)	Executive Compensation Recoupment Policy	Filed herewith
11	Computation of Basic EPS and Diluted EPS for the years ended December 31, 2015 and 2014	Note 5 of the Notes to the Consolidated Financial Statements
14	Code of Ethics of EMCOR for Chief Executive Officer and Senior Financial Officers	Exhibit 14 to 2003 Form 10-K
21	List of Significant Subsidiaries	Filed herewith
23.1	Consent of Ernst & Young LLP	Filed herewith

EXHIBIT INDEX

Exhibit No.	Description	Incorporated By Reference to or Filed Herewith, as Indicated Below
31.1	Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by Anthony J. Guzzi, the President and Chief Executive Officer	Filed herewith
31.2	Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 by Mark A. Pompa, the Executive Vice President and Chief Financial Officer	Filed herewith
32.1	Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the President and Chief Executive Officer	Furnished
32.2	Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 by the Executive Vice President and Chief Financial Officer	Furnished
95	Information concerning mine safety violations or other regulatory matters	Filed herewith
101	The following materials from EMCOR Group, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2015, formatted in XBRL (Extensible Business Reporting Language): (i) the Consolidated Balance Sheets, (ii) the Consolidated Statements of Operations, (iii) the Consolidated Statements of Comprehensive Income, (iv) the Consolidated Statements of Cash Flows, (v) the Consolidated Statements of Equity and (vi) the Notes to Consolidated Financial Statements.	Filed

Pursuant to Item 601(b)(4)(iii) of Regulation S-K, upon request of the Securities and Exchange Commission, the Registrant hereby undertakes to furnish a copy of any unfiled instrument which defines the rights of holders of long-term debt of the Registrant's subsidiaries.

EXHIBIT 10(l-7)

FIFTH AMENDMENT
TO THE
LONG TERM INCENTIVE PLAN
OF EMCOR GROUP, INC.

WHEREAS, the EMCOR Group, Inc. Long Term Incentive Plan was adopted in 2005 and has since been amended (the aforesaid plan, as amended, the LTIP);

WHEREAS, Section 8.1 of the LTIP provided that the Board of Directors of EMCOR Group, Inc. (the "Board") may amend the LTIP, subject to the terms of Section 8.1; and

WHEREAS, the Board has determined that the LTIP shall be further amended as provide below;

NOW, THEREFORE, the Long Term Incentive Plan is hereby amended as follows:

1. Section 2 is hereby amended to add the following paragraph to the definition of Earnings Per Share:

"Earnings Per Share" for a Three Year Applicable Period commencing on or after January 1, 2015 shall mean the aggregate of the diluted earnings per share of the Company's Common Stock for each of such three years, as reported in the Company's "Consolidated Statements of Operations" for such years in accordance with generally accepted accounting principles; provided, however, that in computing net income to arrive at any such year's earnings per share there shall be excluded from the calculation of such net income (a) non-cash charges associated with the write-down of balance sheet values of assets, (b) investment banking, consulting, legal, and accounting fees and related disbursements directly associated with any proposed or consummated (i) acquisition or investment or (ii) sale or disposition of Company assets or securities, (c) the effect of any changes in statutory tax rates from those in effect on March 29, 2010, (d) restructuring charges due to sale or closure of a subsidiary's business, (e) the cumulative effect of any change in accounting principles, (f) charges associated with withdrawal liabilities relating to multi-employer pension plans and lump sum type surcharges (as opposed to increases in hourly contribution rates) assessed by multi-employer pension plans, to ameliorate underfunding in their respective plans and (g) income or loss from discontinued operations; and provided further, however, that the Compensation Committee may, within the first 90 days of a Three Year Applicable Period, adjust any such period's Earnings Per Share, to the extent permitted under Section 162(m) of the Code, to omit the impact on such Earnings Per Share of extraordinary items, gains or losses on the acquisition or disposal of a business, and/or unusual or infrequently occurring events and transactions."

2. Except as hereinabove amended, the LTIP, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the 5th day of March 2015.

EMCOR GROUP, INC.

By: /s/ Anthony J. Guzzi
President and Chief Executive Officer

EXHIBIT 10(l-8)

**SIXTH AMENDMENT
TO THE
LONG TERM INCENTIVE PLAN
OF EMCOR GROUP, INC.**

WHEREAS, the EMCOR Group, Inc. Long Term Incentive Plan was adopted in 2005 and has since been amended (the aforesaid plan, as amended, the "LTIP");

WHEREAS, Section 8.1 of the LTIP provides that the Board of Directors of EMCOR Group, Inc. (the "Board") may amend the LTIP, subject to the terms of Section 8.1; and

WHEREAS, the Board has determined that the LTIP should be further amended as provided below;

NOW, THEREFORE, the LTIP is hereby amended as follows:

1. Effective January 1, 2016 new Section 9.14 is added to read as follows:

"9.14. Recoupment of Awards. All Performance Based Target Bonus awards, that may be granted with respect to Applicable Three Year Periods commencing on or after January 1, 2016, whether or not vested, will be subject to the Company's Executive Compensation Recoupment Policy, as such policy may be amended and in effect from time to time (the "Clawback Policy"). By participating in the Plan, including by receiving any award benefit or payment under the Plan, a Participant will be deemed to have agreed to comply promptly and in full with all terms and conditions of the Clawback Policy with respect to such award."

2. Except as hereinabove amended, the LTIP, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the 1st day of January 2016.

EMCOR GROUP, INC.

By: /s/ Anthony J. Guzzi
President and Chief Executive Officer

EMCOR Group, Inc.

EXECUTIVE COMPENSATION RECOUPMENT POLICY

The Board of Directors (the "Board") of EMCOR Group Inc. (the "Company") has adopted the following policy on the recoupment of executive compensation (the "policy"). References to the Board herein shall include any committee of the Board that has been delegated authority by the Board to administer and enforce this policy in accordance with its terms.

In the event that the Company is required to prepare an accounting restatement to correct an error that is material to its previously issued financial statements under the securities laws, with respect to any cash or equity-based bonus or other cash or equity-based incentive compensation that was granted, earned or became vested based wholly or in part upon the attainment of any financial reporting measure ("incentive-based compensation") during the three completed fiscal years immediately preceding the "required financial restatement date," the Board must seek reimbursement of the amount (computed without regard to any taxes paid) of any such incentive-based compensation awarded or paid to an Executive or effect the cancellation of unvested and vested equity awards previously granted to an Executive, if and to the extent the amount of such incentive-based compensation would have been lower had the level of achievement of the applicable financial reporting measure been calculated based on such restated financial results, unless the Board, or a duly authorized committee, thereof determines, after a reasonable attempt to recover such amount, that it would be impracticable to seek such recovery as a result of the imposition of undue costs on the Company or its shareholders or it would violate non-U.S. law.

The Board will seek the full amount of a recovery under this policy from an affected Executive, absent a determination by the Board in its sole discretion that such recovery would be impracticable. However, the Board has discretion to determine the form and timing of any such recovery, provided that such recovery is accomplished in a reasonably prompt manner. The Board will take such steps as it deems necessary in its sole discretion to ensure that all Executives subject to the policy agree to abide by its terms.

For purposes of this policy, the "required financial restatement date" is the earlier to occur of the date when the Board concludes, or reasonably should have concluded, that the Company's financial statements contained a material error or the date when a court, regulator or other legally authorized body directs the Company to issue a restatement to correct such a material error. For the avoidance of doubt, an Executive will be deemed to have received incentive-based compensation in the fiscal year when the financial reporting measure that is applicable, in whole or in part, to the incentive-based compensation award is attained, even if the Executive remains subject to additional payment conditions with respect to such award.

If the achievement of a certain financial reporting measure was considered in determining the incentive-based compensation awarded or paid to an Executive, but the incentive-based compensation was not awarded or paid on a formulaic basis such that the amount of any erroneously awarded incentive-based compensation cannot be determined directly from the information in the accounting restatement, the Board will determine in its sole discretion the recoverable amount based on its reasonable estimate of the effect of the financial restatement.

For purposes of this policy, an "Executive" shall mean any current or former employee who is, or was, an "officer" of the Company for purposes of Section 16 of the Securities and Exchange Act of 1934, as amended, at any time during the performance period applicable to the incentive-based compensation at issue.

The remedies under this policy are in addition to, and not in lieu of, any legal and equitable claims the Company may have or any actions that may be imposed by law enforcement agencies, regulators or other authorities. This policy will be administered in a manner that complies with applicable law and securities exchange listing requirements. The Company may adopt additional recoupment provisions in the future or amend existing requirements as required by law or regulation. Subject to the foregoing, the Board shall have the discretionary authority to make all determinations under this policy, including the authority to construe and apply all relevant terms, and may amend this policy at any time.

Date: December 15, 2015

EXHIBIT 11

SEE NOTE 5 TO THE ACCOMPANYING CONSOLIDATED FINANCIAL STATEMENTS FOR INFORMATION RELATING TO THE CALCULATION OF BASIC EPS AND DILUTED EPS.

EXHIBIT 21

LIST OF SIGNIFICANT SUBSIDIARIES

Dyn Specialty Contracting, Inc.
MES Holdings Corporation
EMCOR Construction Services, Inc.
EMCOR International, Inc.
EMCOR Mechanical/Electrical Services (East), Inc.
EMCOR (UK) Limited
EMCOR Group (UK) plc
EMCOR Facilities Services, Inc.
EMCOR-CSI Holding Co.
FR X Ohmstede Acquisitions Co.
RepconStrickland, Inc.

EXHIBIT 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statement (Form S-8 No. 333-168503) pertaining to the 2010 Incentive Plan of EMCOR Group, Inc.,

(2) Registration Statement (Form S-8 No. 333-152764) pertaining to the EMCOR Group, Inc. Employee Stock Purchase Plan,

(3) Registration Statement (Form S-8 No. 333-147015) pertaining to the 2007 Incentive Plan of EMCOR Group, Inc.,

(4) Registration Statement (Form S-8 No. 333-112940) pertaining to the EMCOR Group, Inc. Stock Option Agreements dated as of January 4, 1999, May 5, 1999, January 3, 2000, January 2, 2001, December 14, 2001, January 2, 2002, June 19, 2002, October 25, 2002, January 2, 2003, February 27, 2003, and January 2, 2004, the EMCOR Group, Inc. 2003 Non-Employee Directors' Stock Option Plan and the EMCOR Group, Inc. 2003 Management Stock Incentive Plan, and

(5) Registration Statement (Form S-8 No. 333-186926) pertaining to the EMCOR Group, Inc. Voluntary Deferral Plan;

of our reports dated February 25, 2016, with respect to the consolidated financial statements and schedule of EMCOR Group, Inc. and subsidiaries, and the effectiveness of internal control over financial reporting of EMCOR Group, Inc. and subsidiaries, included in this Annual Report (Form 10-K) of EMCOR Group Inc. for the year ended December 31, 2015.

Stamford, Connecticut
February 25, 2016

/s/ Ernst & Young LLP

EXHIBIT 31.1

CERTIFICATION

I, Anthony J. Guzzi, certify that:

1. I have reviewed this annual report on Form 10-K of EMCOR Group, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)), and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 25, 2016

/s/ ANTHONY J. GUZZI

Anthony J. Guzzi
President and
Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION

I, Mark A. Pompa, certify that:

1. I have reviewed this annual report on Form 10-K of EMCOR Group, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)), and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 25, 2016

/s/ MARK A. POMPA

Mark A. Pompa
Executive Vice President
and Chief Financial Officer

EXHIBIT 32.1

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of EMCOR Group, Inc. (the "Company") on Form 10-K for the period ended December 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Anthony J. Guzzi, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 25, 2016

/s/ ANTHONY J. GUZZI
Anthony J. Guzzi
President and
Chief Executive Officer

EXHIBIT 32.3

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of EMCOR Group, Inc. (the "Company") on Form 10-K for the period ended December 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Mark A. Pompa, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 25, 2016

/s/ MARK A. POMPA

Mark A. Pompa
Executive Vice President
and Chief Financial Officer

EXHIBIT 95

MINE SAFETY DISCLOSURES

During the reporting period covered by this report, our subsidiary MOR-PPM, Inc. ("PPM") received one significant and substantial citation from the Mine Safety and Health Administration ("MSHA") for work performed at Unimin Corporation's Tunnel City Mine in Tomah, WI. The citation was subsequently terminated by MSHA. The total civil penalty assessed by MSHA related to PPM's work at the Tunnel City Mine for this reporting period was $1,788.00. PPM has no other disclosures to report under section 1503 for the Tunnel City Mine for the period covered by this report.

On December 1, 2015, PPM received an imminent danger order dated November 30, 2015 issued by MSHA under Section 107(a) of the Federal Mine Safety and Health Act of 1977 for work performed at the Blair Plant in Trempealeau County, Wisconsin. The order was terminated within minutes of it being issued and no employees or equipment were injured or damaged. No civil penalty has been assessed. PPM has no other disclosures to report under section 1503 for the Blair Plant for the period covered by this report.

During the reporting period covered by this report, PPM received two citations from MSHA for work performed at the Hi-Crush Wyeville Mine in Wyeville, Wisconsin. The order was subsequently terminated by MSHA. The total civil penalty assessed by MSHA related to PPM's work at the Wyeville Mine for this reporting period was $227.00. PPM has no other disclosures to report under section 1503 for the Wyeville Mine for the period covered by this report.

During the reporting period covered by this report, our subsidiary Southern Industrial Constructors, Inc. ("SIC") received a single proposed civil penalty assessment of $100.00 from MSHA related to work performed at 3M Corporation's Pittsboro Plant in Moncure, NC. The citation was subsequently terminated by MSHA. SIC has no other disclosures to report under section 1503 for the Pittsboro Plant for the period covered by this report.

NOTICE OF AWARD

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EDWARD P. MANGANO
COUNTY EXECUTIVE

SHILA SHAH-GAVNOUDIAS, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

NOTICE OF AWARD

June 13, 2016

Joseph P. Florio, President
Welsbach Electric Corp. of L.I.
300 Newtown Road
Plainview, New York 11803

Dear Mr. Florio:

As a result of bids received on March 22, 2016, for work to be done under:

CONTRACT NO: H62000-03E
TITLED: Nassau County Traffic Signal System Operations Phase IV-PIN 0760.81

You are hereby notified that you are awarded the contract by the County of Nassau, as the lowest responsible bidder, based on your total bid of $ 2,448,500.00 as per Nassau County Resolution Number 158-2016 and the County Executive's subsequent approval of the contract. Under the terms of the contract documents, you are required to submit the following at the execution of the contract:

1.Insurance and Performance and Labor and Material Bonds:
You must submit to the County of Nassau, Department of Public Works, on or before the date of the signing of the contract, two (2) copies of insurance policies, or certificates thereof, and two (2) copies of Performance and Labor and Material Bonds, in the proper form as provided in the contract documents, and a check for Five Hundred Thirty-Three Dollars ($533.00) made payable to the County of Nassau for a processing fee. Two (2) copies of Performance and Labor and Material Bonds are to be executed and dated on or before the same day that the contract is to be executed.

2.Signing and Execution of the Contract:
Notice is hereby given that you, your partners, or corporate officers with corporate seal, as the case may be, must be at the Department of Public Works office, 1194 Prospect Avenue, Westbury, New York, to sign and execute the contract **no later than 10:30 A.M. on Friday, June 17, 2016.** Your attention is called to the provision in the Instruction to Bidders which provides for forfeiture of bidder's deposit upon failure to comply with the provisions therein for submitting proper Insurances, Performance and Labor and Material Bonds, and the execution of this contract. You are hereby notified that before any materials can be used in the performance of this contract, they must be officially accepted by the Department of Public Works.

Your particular attention is called to the laws and terms of the contract governing employees, limitation of working hours, and minimum and prevailing rates of pay for employees. In addition, payment of wages must be made in cash unless approval to pay otherwise is granted by the State Industrial Commissioner. No subcontractors or suppliers will be permitted unless they are officially registered and approved, in writing, by the County of Nassau.

Very truly yours,

Shila Shah-Gavnoudias, P.E.
Commissioner of Public Works

SSG:RM:KGA:ac

c: Rakhal Maitra, Deputy Commissioner of Public Works
Kenneth G. Arnold, Assistant to Commissioner of Public Works
Sheila Dukacz, Traffic Engineer II
Loretta Dionisio, Hydrogeologist II

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AGREEMENT

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COUNTY OF NASSAU
STATE OF NEW YORK
Department of Public Works
AGREEMENT

For furnishing all labor, materials and equipment, together with all work incidental thereto, necessary and required for the contract entitled:

SIGNAL SYSTEM OPERATIONS PHASE 4
PIN 0760.81
VARIOUS ROADWAYS
NASSAU COUNTY, NEW YORK

Contract No. H62000003E

THIS AGREEMENT,

made and executed this _______ day of _________________________, 20 ____, by and between the County of Nassau, hereinafter called the party of the first part, and

the Contractor, hereinafter called the party of the second part.

WITNESSETH:

In consideration of the mutual stipulations, agreements and covenants herein contained, the parties hereto have agreed with each other, the party of the first part, for itself, its successors and assigns, and the party of the second part, for itself or themselves, its successors and assigns, or its or their executors, administrators and assigns, as follows:

ARTICLE I. GENERAL

A. The Contractor shall do all the work and furnish all labor, materials, equipment, tools and appliances, except as hereinafter otherwise stated, that may be necessary and proper for performing and completing the work.

B. The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract and that his information was secured by personal investigation and research and not from the estimates of the Commissioner of Public Works, and that he will make no claim against the County by reason of estimates, tests or representations of any officer or agent of the County.

ARTICLE II. DEFINITIONS

Whenever the following words appear in this Contract and Specifications hereto attached:

COUNTY:

The word "County" or pronoun used in place thereof shall mean the County of Nassau as above mentioned, represented by it's County Executive, party of the first part.

CONTRACTOR:

The word "Contractor" or pronoun used in place thereof shall mean the party of the second part of this Agreement, and shall apply thereto regardless of number or gender.

ENGINEER:

The word "Engineer" or pronoun used in place thereof shall mean the Commissioner of Public Works, acting directly or through authorized agent or agents.

HE, HIM, HIMSELF: The word "he" shall mean "he or she", "him" shall mean "him" or "her", "himself" shall mean "himself" or "herself" wherever appropriate throughout the Contract.

NOTICE:

NOTICE:

The word "Notice" shall mean written notice. Notice shall be served upon the Contractor, either personally or by leaving the said notice at his residence or with his agent in charge of the work, or with any employee found on the work, or addressed to the Contractor at the residence or place of business given in the bid and deposited in post paid wrapper in any Post Office Box regularly maintained by the United States Post Office.

SPECIFICATIONS:

The word "Specifications" shall mean all of the directions, conditions, requirements and standards of performance applying to the work as hereinafter detailed and designated as such and this project uses NYSDOT standard specifications of 2008 with approved updates.

ARTICLE III. SPECIAL CONDITIONS

The said work shall be performed in accordance with the true intent and meaning of the 2008 NY State Standard Specifications, therefore which, together with the Proposal, Notice to Bidders, Instruction to Bidders, Notice of Award and the Bond, are hereby referred to and made a part of this Contract, without any further expense of any nature whatsoever to the County than the consideration named in this Contract. The County, however, reserves the right to make such additions, deductions or changes, as it deems necessary, making an addition or deduction therefore at the prices named in the proposal for this work; and this Contract shall in no way be invalidated thereby, and no claim shall be made by the Contractor for any loss of anticipated profits because of any such change, or by reason of any variation between the approximate quantities and the quantities of the work as done.

ARTICLE IV. EXTRA WORK

It is further agreed that any material to be furnished or work necessary to be done other than that specified in this Contract shall be covered by a supplemental contract or resolution and that no claim will be made by the Contractor for any such work performed or material furnished before such supplemental contract shall have been approved or passed by the County Executive. Notification will be made to NYSDOT Construction prior to the start of any added or extra work. Work shall conform to the latest NYS Standard Specifications (2008) Sec 109-05. Refer to section 104 Scope of Work for any changes, contingencies, extra work or deductions on the project.

ARTICLE V. DETERMINATION AND DECISIONS

The work under this Contract shall be done to the satisfaction of the County Executive and Commissioner of Public Works, and in full accordance with the Plans and Specifications or any amendments or additions thereto, and before final acceptance by the County Executive all matters of dispute must be adjusted to the mutual satisfaction of the parties hereto. Determinations and Decisions, in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive any money thereof, until the matter in question has been adjusted.

Article VI. County's Right and Notice
IT IS MUTUALLY AGREED THAT,

1. if the Contractor fails to begin work when notified to do so by the Commissioner; or
2. if the Contractor becomes insolvent or,
3. if a petition of bankruptcy is filed by or against the Contractor, or
4. if the work to be done under this Contract shall be abandoned or,
5. if this Contract or any part thereof shall be sublet without the consent of the Commissioner of Public Works being first obtained in writing or,
6. if this Contract or any right, monies or claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or,
7. if, at any time, the Commissioner shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled or,
8. that the work or any part thereof is unnecessarily or unreasonably

delayed, or,

9. that the Contractor is not or has not been executing the Contract in good faith or,
10. that the Contractor is violating any of the provisions of this Contract; the Commissioner, with the approval of the County Executive and without prejudice to any other rights or remedy of the County, shall have the right to declare the Contractor in default and so notify the Contractor by a written notice, setting forth the ground or grounds upon which such default is declared and that the Contractor shall discontinue the work, either as to a portion of the same or the whole thereof.

Article VII. Contractor's Duty

Upon receipt of the notice provided in Article VI, above, the Contractor shall immediately discontinue all further operations on the work or such part thereof; and shall immediately quit the site or such part thereof, leaving untouched all plant, materials, equipment, tools and supplies.

Article VIII. Completion of the Work

1. The Commissioner, after declaring the Contractor in default as provided in Article VI above, may then have the work completed by such means and in such manner, by contract with or without public letting, or otherwise, as he may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site, as well as such subcontractors, as he may deem advisable.

2. The expense of such completion, including the cost of reletting, shall be deducted and paid by the County out of the monies due or to become due to the Contractor under this Contract, or any part thereof; and in case such expense is more than the sum remaining unpaid of the original Contract price, the Contractor and his sureties shall pay the amount of such deficiency to the County of Nassau.

ARTICLE IX. MACHINERY AND PLANT

The Contractor shall furnish at his own cost all transportation, apparatus, ways, works, machinery, and plant, and also suitable appliances requisite for the execution of this Contract, and shall be solely answerable for the same, and for the safe, proper and lawful construction, maintenance and use thereof. The Contractor shall cover and protect the work from damage, and all injury to the same before completion of this Contract and its acceptance by the County Executive shall be made good by the Contractor who shall be solely answerable for all damages to the County, to the neighboring premises, or to any private or personal property due to improper, illegal or negligent conduct of himself or his subcontractor, employees or agents in or about the said work, or in the execution of the work covered by this Contract or any extra work undertaken, as hereinafter provided, or to any defect in or improper use of scaffolding, apparatus, ways, works, machinery and plant. He shall assume the defense and save harmless the County, it's officers or agents from all claims whatsoever relating to labor or materials furnished for the work, or to inventions, patents or patent rights used in the work or in doing the work.

ARTICLE X. PATENTED DEVICE, MATERIAL AND PROCESSES

It is mutually understood and agreed that contract prices are to include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters patent or copyright, the Contractor shall indemnify and save harmless the County of Nassau from any and all claims for infringement by reason of the use of any such patented design, device, material or process, to be performed under the Contract and shall indemnify the said County for any costs, expenses and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution or after the completion of the work. The NYSDOT Materials Inspection Manual(MURK Part 2-A), as well as the Materials Approved List are two important references to utilize in order to determine if materials are acceptable on the contract. Also make sure the contractor submits applicable Materials Certifications, including 'Buy America' certifications for all steel items, if any, on the project

ARTICLE XI. RESPONSIBILITY FOR INJURIES TO PERSONS AND PROPERTY.

A. The Contractor shall be solely responsible for physical injuries (including death) to persons (including, but not limited to, employees of the Contractor and subcontractors and employees of the County of Nassau) or damage to property (including, but not limited to, property of the County of Nassau or the Contractor or subcontractors) occurring on account of or in connection with the performance of the work hereunder or sustained by any employee of the Contractor, a subcontractor, County of Nassau or other persons while at the site of the work, and shall indemnify and save harmless the County of Nassau from loss and liability upon any and all claims on account of such injuries to persons (including death) or damage to property, and from all costs and expenses in suits which may be brought against the County of Nassau on account of any such injuries to persons or damage to property, irrespective of the actual cause of the accident and irrespective of whether it shall have been due to negligence of the Contractor or his subcontractors or negligence of the County of Nassau, their respective agents, servants or employees.

B. The term "loss and liability", as used herein, shall be deemed to include, but not to be limited to, liability for the payment of Worker's Compensation under the Worker's Compensation Law of the State of New York, and the Contractor specifically covenants to reimburse the County of Nassau for all payments of Worker's Compensation which the County of Nassau shall be required to make to any employee who shall claim to have sustained injuries on account of or in connection with the work hereunder, whether or not such injuries shall have been sustained as a result or negligence of the Contractor, his subcontractors, the County of Nassau, their respective agents, servants or employees, or negligence of the injured employee.

C. The Contractor shall be solely responsible for all injuries to person or damage to property therein occurring on account of the performance of work under this Contract whether due to negligence, fault or default of the Contractor or not, and irrespective of whether it shall have been due to the negligence, fault or default of the County of Nassau, it's respective agents, servants or employees. The Contractor shall fully protect, indemnify and save harmless the County of Nassau from loss and from liability upon any and all claims on account of such injuries to employees or other persons or damage to property on account of any work done by the Contractor and from any costs and expenses in suits which may be brought against the County of Nassau for such damages or injuries.

D. The obligation of the Contractor to indemnify and save harmless the County of Nassau as herein above set forth is absolute and not dependent upon any question of negligence on the part of the Contractor, the subcontractor, the County of Nassau, their respective agents, servants or employees. The approval by the County of Nassau of the methods of doing the work or the failure of the County of Nassau to call attention to improper or inadequate methods or to require a change in methods or to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse the Contractor in case of any such injury to person or damage to property.

E. The Contractor shall take out and maintain during the life of this Contract a liability insurance policy and renewals thereof, issued by an insurance company approved by the County of Nassau, insuring the Contractor at all times during the life of the Contract against loss by reason of his contractual liability under this ARTICLE with limits of * for injuries to persons (including death) and * for damage to property. A Certificate of the issuance of such insurance policy shall be delivered to the County of Nassau upon the execution and delivery of this Contract and such Certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled without 10 days prior notice to the County of Nassau. At least 2 weeks prior to the expiration of the original policy or any renewal thereof a new certificate of the renewal of such insurance, containing an agreement by the insurance company that the insurance will not be canceled without 10 days prior notice to the County of Nassau shall be delivered to the County of Nassau.

* See Article XXVIII for schedule.

ARTICLE XIII. TIME OF START AND COMPLETION

A. The Contractor shall commence work on the day specified in the Notice To Proceed signed by the Commissioner. However, before starting work, Nassau County will be required to set up a pre-construction meeting with the following in attendance: Nassau County project management, lowest bid contractor, NYSDOT Construction monitors for Local Projects, and utility representatives (if applicable). Two submittals will be required at the time of the meeting: 1. the prime contractors Health and Safety Plan, to be reviewed and approved by Nassau County prior to any work being performed. A copy of the plan will be sent to NYSDOT Construction indicating approval by the sponsor (section 107-05 of the NYS Standard Specifications) 2. A copy of the revised Construction Management Plan for NYSDOT and a second copy that can be signed by all four required signers and kept as part of the project records. Time being of the essence of this contract, the contractor shall thereafter prosecute the work diligently, using such means and methods of construction as will assure its full completion, in accordance with the requirements of the Contract Documents, not later than the date specified in the said notice.

B. Unless the date for completion is extended as herein provided, the Contractor shall complete the work in the number of consecutive calendar days fixed in this contract. The period for performance shall start from the day specified in the Commissioner's Notice To Proceed.

C. Unless approved in writing by the County, in its sole and absolute discretion, no contractual work shall be permitted on Official County Holidays. The Contractor is responsible for coordination with the County Engineer and/or his duly authorized representative prior to the start of work to determine the date(s) of observance of the Official County Holiday(s) that may occur during the course of the Contract. The Official County Holidays are: New Years Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. Failure of the Contractor(s) to consider Official County Holidays during the preparation of their work plans and schedules shall not be cause for a delay claim against the County. Should circumstances arise, during the course of the Contract, where the Contractor requests approval to work on an Official County Holiday and it is granted, the Contractor will be required to reimburse the County for the cost of providing inspection services. Furthermore, failure of the Contractor to have considered such contingency costs in his bid price shall not be cause for an extra work claim to the County at a later date.

ARTICLE XIII. EXTENSION OF TIME

A. It is mutually agreed that no extension beyond the date of completion fixed by the terms of this Contract shall be effective unless in writing signed by the Commissioner of Public Works. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Commissioner of Public Works, which may include a charge for engineering and inspection expenses actually incurred upon the work. Applications for such extension shall be filed by the Contractor with the Commissioner of Public Works, approved or denied, and submitted to NYSDOT Construction for their concurrence at least fifteen (15) days prior to the date of expiration fixed by the terms of this agreement. Nassau County shall submit to NYSDOT Construction a copy of both letters, including the initial letter from the Contractor requesting an extension of time with specific reasons (such as weather, etc), as well as the letter from Nassau County acknowledging and approving the time request. The request for a time extension by the contractor shall be submitted by Nassau County to NYSDOT Construction for their concurrence, only after the contractor has submitted a letter requesting time extension with a detailed explanation to the Nassau County and Nassau County has then agreed to the extension and sent a response letter to the contract approving the time extension request. The contractor's request for a time extension must be submitted to the County for a considerable period prior to the actual completion date preferably at least one month. The Contractor's request for extension must be submitted to the County prior to the actual completion date.

B. The Contractor agrees to make no claim for damages for delay in performance of this Contract occasioned by any act or omission to act by the County or any of its representatives and agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of the work as provided herein.

ARTICLE XIV. LIQUIDATED DAMAGES

It is mutually agreed between the parties that time is of the essence in this Contract, and that there will be on the part of the County considerable monetary damage in the event of any delay in the completion of the same. The sum of $500.00 per day is hereby agreed upon as the liquidated damages for each and every day after the specified date of completion in which the work remains in an incomplete condition, which amount shall in no event be considered as a penalty or otherwise than as the liquidated and adjusted damages of the County because of the said delay. The party of the second part hereby agrees that the sum of $500.00 for each such day shall be deducted and retained out of monies which may become due hereunder. The County agrees that the date when such liquidated damages shall cease to accrue shall be the date of advise of completion as given by the Commissioner of Public Works, and waives the right of such liquidated damages as to the period covered by the final inspection and by notice to any parties interested. When work is stopped by order of the Commissioner of Public Works during the Winter, the liquidated damages will be waived for the period until work may be resumed in the following spring.

* See Article XXVIII for schedule.

ARTICLE XV. INSURANCE AND BOND REQUIREMENTS

A. GENERAL

1. At the execution of this contract, the contractor, at his own expense, must furnish those insurance policies and bonds as described below. Insurance certificates will be acceptable at date of contractor's signing.

2. All insurance policies and bonds must remain in effect throughout the duration of this contract.

3. Limits of liability are described in the Schedule of Requirements (Article XXVI) of this agreement.

B. CONTRACTOR'S PUBLIC LIABILITY INSURANCE

The contractor shall procure such Public Liability Insurance as shall protect him and his subcontractor(s) or any one directly or indirectly employed by either of them from claims for damage for bodily injury, including death, as well for claims for damage to property which may arise from operations under this contract for all Municipalities, Municipal Sub-Divisions and FEE Owners of properties on which work is done.

C. WORKER'S COMPENSATION INSURANCE

In accordance with the laws of The State of New York, failure to comply with this provision shall make this contract void.

D. OWNER'S CONTINGENT PUBLIC LIABILITY INSURANCE

The Contractor shall also furnish Owners Contingent Public Liability Insurance protecting, as the named insured;

1. The County of Nassau;
2. all Municipalities, Municipal Sub-Divisions; and
3. Fee Owners of Properties,
4. Consultants

on which work is being done, each to the full limits of liability as are listed in the Schedule of Requirements (Article XXVI) of this agreement, against claims arising from the operations of the Contractor and his subcontractors.

E. BONDS

The Contractor shall execute both a Performance Bond and a Labor and Material Bond, each in the amount of one hundred percent (100%) of the contract price, to remain in effect for the duration of the contract. In addition the bond forms are provided with the Contract Bid Documents and must be used, no other bond forms are acceptable. Such bonds to be executed by a surety company authorized to do business in the State of New York and acceptable to the County

Comptroller; or bonds secured by collateral, or securities approved by the County Comptroller, and approved as to form and manner of execution by the County Attorney. Attorneys in fact who sign contract bonds must file with such bonds a certified copy of the power of attorney to sign such bonds.

All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy of which must be attached to the Bond OR issued by a Surety Company listed in the most recent copy of the Department of Treasury=s Listing of Approved Sureties (Department Circular 570). The amount of said Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

ARTICLE XVI. ARREARS TO COUNTY (Sec. 2206 COUNTY CHARTER)

The Contractor warrants that he is not in arrears to the County upon debt or contract, and that he is not a defaulter, as surety, contractor or otherwise.

ARTICLE XVII. WORKER'S COMPENSATION LAW

Pursuant to the provisions of Chapter Four Hundred and Seventy-eight of the Laws of Nineteen Hundred Sixteen or amendments thereto, this Contract shall be void and if no effect unless the party of the second part shall secure compensation for the benefit of, and keep insured during the life of this Contract, such employees as are required to be insured by the provisions of Chapter Forty-one of the Laws of Nineteen Hundred Fourteen and acts amendatory thereto, known as the "Worker's Compensation Law."

ARTICLE XVIII. LABOR LAWS AND NOTICE OF EMPLOYEES' RIGHTS

An updated New York State Schedule of Prevailing Hourly Wage Rates for this Contract have been applied for and should be attached. If the updated schedule has not been received at the time of bid, they will be attached and made part of this agreement prior to execution of Contract, the Prevailing Wage Rates apply.

1. All persons employed to perform any work under this contract, must be provided with major medical and hospitalization benefits for the duration of this contract. Such benefits may be provided through a monthly lump-sum payment to the health care insurer of the employee's choice. Nothing herein shall be deemed to require the establishment or maintenance of an employee benefit plan.

2. No apprentice employed by the Contractor or any of his Subcontractors shall be permitted to perform any work required

under this contract unless said apprentice is individually enrolled in, or a graduate of, a New York State approved apprentice training program registered with the Commissioner of Labor, and in conformity with Article 23 of the New York State Labor Law.

3. The Contractor must pay all wages and supplements required by law. Cash payments in lieu of fringe benefit supplements may be made at the option of the contractor, but any such cash payments must be made by check, draft or order payable to the employee. Records of such cash payments must be made promptly available for inspection upon request for the Nassau County Office of Labor Relations.

4. Posting of Notices
   a. Every Contractor who is a party to a public works contract with the County of Nassau shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, acknowledges and agrees to establish and maintain a Bulletin Board at or near the established job site Management Office or at such site as the Nassau County Department of Public Works directs, for the conspicuous posting of Notices including the New York State Department of Labor Schedules of Prevailing Wages and Supplements applicable to the Project, Worker's Compensation Law Notices, and all other Notices which are required by law and such Notices as the County of Nassau may require the Contractor to post at the site. To the extent practicable, notice must be posted in such a manner so that the general public may view same at the entrance to the job site.

   b. Such posting shall be secure from deterioration and/or obliteration by the elements, defacement, and acts of vandalism.

   c. Notices shall be maintained in a legible manner and shall be replaced if damaged, defaced, rendered illegible or removed for any reason.

   d. The posting of such Notices shall be undertaken prior to commencement of work at the site, if practical and feasible, and shall be maintained until the project has been substantially completed.

   e. Said notice shall include the telephone number and address of the New York State Department of Labor, Bureau of Public Works.

   f. For multiple prime contracts, each Contractor is required to provide the above, and identify the Contract to which it pertains. Nothing herein shall be construed to relieve the Contractor from posting requirements otherwise required by law.

5. Providing Notice to Employees

a. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, provide written notice to each employee including all his Subcontractors employees that he or she is entitled to receive the prevailing wage and supplements for the occupation for which he or she has been hired. Suchwritten notice shall be given to the employee at or before such individual commences work at the Project Site.

b. The Contractor shall obtain from each employee a written acknowledgment that the employee has received a copy of such notice and is receiving the prevailing wage rate. For the purpose of this section, an employee includes, in addition to those immediately under the hire and/or supervision of the Contractor, employees and independent contractors of subcontractors engaged in work at the Project Site. The written acknowledgments of the employees required herein shall accompany each month's partial payment request. Wage rate interviews should be performed periodically and be included in the project file. Be sure to use the appropriate NY State MURK 10 form. Also, be sure to complete the bottom section of this MURK form by verifying the salary of the particular worker against the certified payrolls submitted by the contractor.

6. Payroll Records

a. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, maintain at the job site (or such place designated by the County of Nassau) original payrolls, employee attendance records

and/or transcripts thereof as are required to be maintained pursuant to Section 220 of the New York Labor Law and shall maintain the written acknowledgments of the employees as required above with the payrolls and transcripts.

b. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, provide to the Resident Project Engineer the Nassau County Director of Labor Relations (or other individuals designated by the County of Nassau) upon application for payment an employment attendance sheet for all employees, including employees of Subcontractors, for each day on which work is performed on the site, upon a form acceptable to the County of Nassau, containing such information as the County of Nassau deems appropriate, including job classification, hours of employment, wage rate and supplements payable and employer. A current attendance record shall be maintained at a location designated by the County of Nassau.

c. Every Contractor on a public works contract to which Nassau County is a party shall, on behalf of its employees, Subcontractors, employees of Subcontractors and Independent Contractors of Subcontractors, submit a transcript of its original payroll record for all work performed by the Contractor to the Public Works Commissioner of the County of Nassau, the Clerk of the Nassau County Legislature and to the Nassau County Office of Labor Relations within thirty days after the issuance of its first payroll, and every thirty days thereafter. Submissions shall be in such a form as to comply with Section 220 of the Labor Law.

d. Upon receipt of a copy of the prevailing rate schedule of wages and supplements specified in the public improvement contract, or of a subsequently issued prevailing rate schedule, every Contractor and Subcontractor shall provide a verified statement attesting that the Contractor and Subcontractor has received and reviewed such schedule of wages and supplements, or subsequently issued schedule, and agrees that it will pay the applicable prevailing wages and will provide the supplements specified therein. Such verified statement shall be filed with the Public Works Commissioner of the County of Nassau and the Clerk of the Nassau County Legislature. It shall be a violationof Local Law 1998 for any Contractor or its Subcontractor to fail to provide to its Subcontractor a copy of the prevailing rate schedule of wages and supplements specified in the contract as well as any prevailing rate issued subsequent to the schedule specified in the contract.

e. Before the Contractor may request a progress Payment for any item of work performed by a Subcontractor, the Contractor shall furnish the County of Nassau with a copy of that Subcontractor's verified statement required by New York Labor Law Section 220-a. Before issuance of the final payment, the Contractor shall furnish the County with the original certifications and verified statements required by New York Labor Law Section 220-a. Before any payment is made to the contractor, the contractor must submit materials certifications as per the contract items specifications to Nassau County along with the AAP-33LL form, Employment Monthly Utilization form and the AAP 21LL, Contractor Report of Contract Payments. These two forms must be printed from the EEO system and included with the payment. After this information has been reviewed and found acceptable to Nassau County, payment procedures may begin.

f. Before final payment is made by or on behalf of the county for any sum or sums due on account of a contract for a public improvement, it shall be the duty of the Nassau County Comptroller to require the Contractor to file every verified statement required to be obtained by the Contractor from its Subcontractors pursuant to subdivision two of Local Law 1998 and to file a statement in writing in form satisfactory to such officer certifying to the amounts then due and owing from such Contractor filing such statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the contract, setting forth therein the names of the persons whose wages or supplements are unpaid and the amount due to each or on behalf of each respectively. Such statement shall also set forth the amounts known by the Contractor to be then due and owing from each Subcontractor, or from a Subcontractor of such Subcontractor, for wages or supplements, or shall certify that the Contractor has no knowledge of such amounts owing to or on behalf of any laborers of its Subcontractors, and that in the event it is determined by the Commissioner that the wages or supplements or both of any employees of such Subcontractors have not been paid or provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements pursuant to New York State law. Such statements so to be filed shall be verified by the oath of the Contractor that he or she has read such statement subscribed by him or her and knows the contents thereof, and that the same is true of his or her own knowledge except with respect to wages and supplements owing by Subcontractors which may be certified upon information and belief. Before Nassau County submits the final payment for reimbursement, Nassau County shall contact and coordinate with NYSDOT Local Projects Construction Monitors to schedule a final inspection. This will be performed only after the first punchlist is completed by the contractor. During the final inspection, a second punchlist will be established. The items of incomplete work or work not meeting specification will need to be resolved by the contractor. Nassau County will need to follow the requirements from Chapter 17 of the PLAFAP manual for Local Project Close-Outs.

g. The Contractor shall ensure that all employees on the job site shall have received appropriate training and possess all required state and county licenses for specialty, craft, skill, trade or other professional or licensed trades.

h. No Contractor, Subcontractor, nor any person acting on its behalf should in any manner discriminate because of race, creed, color, religion, sex, national origin, age, marital status, or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

PREVENTION OF DELAY

The Contractor and his Subcontractors shall not employ any labor or means whose employment or utilization during the course of this Contract, may tend to, or in any way cause, or result in, strikes, work stoppages, delays, suspension of work or similar troubles by workmen employed by the Contractor or his Subcontractors, or by any of the trades working in or about the job sites where work is being performed under this Contract, or any other Contract on the job site. Any violation of this requirement by the Contractor may, upon written determination of the Commissioner of Public Works, be considered as proper and sufficient cause for canceling and terminating this Contract without any penalty to the COUNTY and the COUNTY shall be entitled to recover any damages from the Contractor that may have been caused by such violation.

NO TEXT ON THIS PAGE

NEW YORK STATE
SCHEDULE OF PREVAILING HOURLY WAGE RATES

NO TEXT ON THIS PAGE

Andrew M. Cuomo, Governor

Mario J. Musolino, Acting Commissioner

Nassau County Dept Public Work

Loretta Dionisio, Hydrogeologist II
1194 Prospect Avenue
Westbury NY 11590

Schedule Year	2015 through 2016
Date Requested	08/06/2015
PRC#	2015008240

Location	Various - Nassau County
Project ID#	H62000-03E
Project Type	This contract will provide personnel to operate and maintain the County's traffic signal and ITS communications infrastructure.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2015 through June 2016. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: ____________________ Date Cancelled: ____________________

Name & Title of Representative: ____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30R).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.state.ny.us.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.state.ny.us.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, by are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 , Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers, compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers, Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the Information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Andrew M. Cuomo, Governor

Mario J. Musolino, Acting Commissioner

Nassau County Dept Public Work

Loretta Dionisio, Hydrogeologist II
1194 Prospect Avenue
Westbury NY 11590

Schedule Year 2015 through 2016
Date Requested 08/06/2015
PRC# 2015008240

Location: Various - Nassau County
Project ID# H62000-03E
Project Type This contract will provide personnel to operate and maintain the County's traffic signal and ITS communications infrastructure.

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information
All information must be supplied

Federal Employer Identification Number: ____________________

Name: ____________________

Address: ____________________

____

City: ____________________ State: __________ Zip: __________

Amount of Contract: $__________

Approximate Starting Date: ___/___/___

Approximate Completion Date: ___/___/___

Contract Type:
- [ ] (01) General Construction
- [ ] (02) Heating/Ventilation
- [ ] (03) Electrical
- [ ] (04) Plumbing
- [ ] (05) Other : __________

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

www.labor.state.ny.us PW 16 PWAsk@labor.state.ny.us

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concerns with regard to inclusion of this information on payrolls if another identifier will suffice.

For these reasons, ***the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.***

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This Item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

Construction Industry
Fair Play Act

Required Posting For Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.state.ny.us .

New York State Department of Labor
Required Notice under Article 25-B of the Labor Law

ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS: YOU ARE COVERED BY THE CONSTRUCTION INDUSTRY FAIR PLAY ACT

The law says that you are an employee <u>unless</u>:

- You are free from direction and control in performing your job AND
- You perform work that is not part of the usual work done by the business that hired you AND
- You have an independently established business

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.

Employee rights. If you are an employee:

- You are entitled to state and federal worker protections such as
  - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
  - workers' compensation benefits for on-the-job injuries
  - payment for wages earned, minimum wage, and overtime (under certain conditions)
  - prevailing wages on public work projects
  - the provisions of the National Labor Relations Act and
  - a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor:

- You must pay all taxes required by New York State and Federal Law.

Penalties for paying off-the-books or improperly treating employees as independent contractors:

• **Civil Penalty**	First Offense: up to $2,500 per employee. Subsequent Offense(s): up to $5,000 per employee.
• **Criminal Penalty**	First Offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing Public Work for up to one year. Subsequent Offense(s): Misdemeanor - up to 60 days in jail, up to a $50,000 fine and debarment from performing Public Work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

IA 999 (09/10)

WORKER NOTIFICATION

(Labor Law §220, paragraph a of subdivision 3-a)

Effective February 24, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website *www.labor.state.ny.us* or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(1L:8)

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

If you are employed on this project as a worker, laborer, or mechanic you are entitled to receive the prevailing wage and supplements rate for the classification at which you are working.

Chapter 629 of the Labor Laws of 2007: These wages are set by law and must be posted at the work site. They can also be found at: www.labor.ny.gov

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 775-3568	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: ______________________

Project Location: ______________________

PW 101 (10.12)

OSHA 10-hour Construction Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least $250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least $250,000.00, contain a provision of this requirement.

NOTE: ***The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.***

(03,12)

Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:

   www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

   Rochester Institute of Technology OSHA Education Center
   Rochester, NY
   Donna Winter
   Fax (585) 475-6292
   e-mail: dlwpoc@rit.edu
   (866) 385-7470 Ext. 2919
   www.rit.edu/~outreach/course.php3?CourseID=54

   Atlantic OSHA Training Center
   UMDNJ – School of Public Health
   Piscataway, NJ
   Janet Crooks
   Fax (732) 235-9460
   e-mail: crooksje@umdnj.edu
   (732) 235-9455
   https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~

   Atlantic OSHA Training Center
   University at Buffalo
   Buffalo, New York
   Joe Syracuse
   Fax (716) 829-2806
   e-mail:mailto:jaos@buffalo.edu
   (716) 829-2125
   http://www.smbs.buffalo.edu/CENTERS/tr/schedule_OSHA.php

   Keene State College
   Manchester, NH
   Leslie Singleton
   e-mail: lsingletin@keene.edu
   (800) 449-6742
   www.keene.edu/courses/print/courses_osha.cfm

3. List of trainers and training schedules for OSHA outreach training at:

   www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of $250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

IMPORTANT INFORMATION

Regarding Use of Form PW30R

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

To use the '4 Day / 10 Hour Work Schedule':

There MUST be a Dispensation of Hours (PW30) in place on the project

AND

You MUST register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER...

The '4 Day / 10 Hour Work Schedule' applies ONLY to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

(Please note : For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting)

Instructions for Completing Form PW30R

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

Before completing Form PW30R check to be sure ...

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY, Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply
    *** Do not write in any additional Classifications or Counties.***

Requestor Information:

- Enter the name of the person submitting the registration, their title with the company , and the date the registration is filled out

Return Completed Form:

- Mail the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 -OR-
- Fax the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870

New York State Department of Labor
Bureau of Public Work
W. Averell Harriman State Office Campus
Building 12 - Room 130
Albany, New York 12240
Phone - (518) 457-5589 Fax - (518) 485-1870

Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing Form PW30R check to be sure ...
There is a Dispensation of Hours in place on the project.
The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed ...
Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm. 130, Albany, NY 12240
-or-
Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: ______ FEIN: ______

Address: ______

City: ______ State: ______ Zip Code: ______

Phone Number ______ Fax Number: ______ Email Address: ______

Contact Person: ______

Phone No: ______ Fax No: ______ Email: ______

Project Information

Project PRC#: ______ Project Name/Type: ______

Exact Location of Project: ______ County: ______

(If you are Subcontractor)
Prime Contractor Name: ______

Job Classification(s) to Work 4/10 Schedule: (Choose all that apply on Job Classification Checklist - Pages 2 & 3)
*** Do not write in any additional Classifications or Counties***

Requestor Information

Name: ______

Title: ______ Date: ______

PW-30R (07.14) 1 of 3

[illegible]

1. Albany County
2. Allegany County
3. Bronx County
4. Broome County
5. Cattaraugus County
6. Cayuga County
7. Chautauqua County
8. Chemung County
9. Chenango County
10. Clinton County
11. Columbia County
12. Cortland County
13. Delaware County
14. Dutchess County
15. Erie County
16. Essex County
17. Franklin County
18. Fulton county
19. Genesee County
20. Greene County
21. Hamilton County
22. Herkimer County
23. Jefferson County
24. Kings County (Brooklyn)
25. Lewis County
26. Livingston County
27. Madison County
28. Monroe County
29. Montgomery County
30. Nassau County
31. New York County (Manhattan)
32. Niagara County
33. Oneida County
34. Onondaga County
35. Ontario County
36. Orange County
37. Orleans County
38. Oswego County
39. Otsego County
40. Putnam County
41. Queens County
42. Rensselaer County
43. Richmond County (Staten Island)
44. Rockland County
45. Saint Lawrence County
46. Saratoga County
47. Schenectady County
48. Schoharie County
49. Schuyler County
50. Seneca County
51. Steuben County
52. Suffolk County
53. Sullivan County
54. Tioga County
55. Tompkins County
56. Ulster County
57. Warren county
58. Washington County
59. Wayne County
60. Westchester County
61. Wyoming County
62. Yates County

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

Job Classification	Class	Entire Counties	Partial Counties	Check
Carpenter-Building	276B-Al	7	2, 5	
Carpenter-Building	273B-Cat	15	5	
Carpenter-Building	276-B-B-Liv	26, 28, 35, 59	61	
Carpenter-Building	276B-Gen	19, 32, 37	61	
Carpenter-Floor Layers	276B-FL-Liv	26, 28, 35, 59	61	
Carpenter-Heavy & Highway	276HH-All	2, 5, 7		
Carpenter-Heavy & Highway	276HH-Erie	15		
Carpenter-Heavy & Highway	276HH-Gen	19, 32, 37, 31		
Carpenter-Heavy & Highway	276HH-Liv	26, 28, 35, 59		
Carpenter-Residential	276R-Al	7	2, 5	
Carpenter - Building	277B-Bro	4 54		
Carpenter - Building	277B-Cay	6, 60, 62		
Carpenter - Building	277B-CS	8 12, 49, 51, 55	2	
Carpenter - Building	277 JLS	29, 26, 45		
Carpenter - Building	277 omh	22, 27, 33		
Carpenter - Building	277 On	34		
Carpenter - Building	277 Os	38		
Carpenter - Building	277CDO Bldg	9, 13, 39		
Carpenter - Heavy & Highway	277CDO HH	9, 18, 39		
Carpenter - Heavy & Highway	277HH-BXO	4, 6, 8, 12, 49, 60, 51, 54, 55, 62		
Carpenter - Heavy & Highway	277 oneida	22, 23, 25, 27, 33, 34, 38, 45		
Carpenter - Building	291B-Alb	1, 16, 20, 29, 42, 47, 45		
Carpenter - Building	291B-Ol	10, 16, 17		
Carpenter - Building	291B-Ham	21, 57, 58		
Carpenter - Building	291B-Sar	46		
Carpenter - Heavy & Highway	291HH-Alb	1, 10, 16, 17, 19, 20, 21, 29, 42, 46, 47, 48, 57, 63		
Electrician	25m	30 52		
Electrician-Telecom Cable Splicer	43	12, 22, 27, 33, 38	3, 9, 34, 39, 55, 59	

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

Job Classification	Local	Entire Counties	Partial Counties	
Electrician	86	26, 28	19, 36, 37, 59, 61	
Electrician	840 Teledata and 840 Z1	62	6, 24, 35, 50, 69	
Electrician	910	10, 16, 17, 23, 25, 46		
Electrician Lineman	1049 Line/Gas	30, 41, 52		
Electrician Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		
Electrician Lineman	1249a West	60		
Electrician Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 43, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		
Electrician Lineman	1249aRR36LT	11, 14, 36, 40, 44, 56		
Electrician Lineman	1249aWestLT	60		
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 50	
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 43, 47, 48, 57, 58		
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 40, 47, 48, 57, 58		
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		
Glazier	677z3	4, 6, 9, 13, 38, 49, 51, 54, 55		
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		
Insulator - Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 35, 38, 49, 50, 45, 54, 55		
Laborers - Building	785(7)	4	9, 13, 54	

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

Job Classification	Code	Prime Counties	Partial Counties	✓
Laborers - Building	785B-CS	8, 51	49	
Laborers- Heavy & Highway	7-785b	12, 55	49, 54	
Laborers Heavy & Highway	785(7)	4	9, 13, 54	
Laborer - Heavy & Highway	785HH-CS	8, 51	49	
Laborer - Building	621b	2, 7	5	
Laborer - Residential	621r	2, 7	5	
Mason-Building	3b-Co-Z2	8, 49, 51	2	
Mason-Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason-Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason-Building	3B-Bing-Z2	4, 6, 13, 39, 54		
Mason-Building	3B-Ith-Z2	12, 55		
Mason-Building	3B-Jam-Z2	7	2, 5	
Mason-Residential	3B-Jam-Z2R	2, 4, 6, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	
Mason-Building	3B-Z3	15, 32	5	
Mason-Building	3B-Z3,Orleans	37		
Mason-Residential	3B-Z3R	15, 32	5	
Mason-Residential	3B-Z3R,Orleans	37		
Mason-Heavy & Highway	3h	2, 4, 6, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	
Mason-Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason-Tile Finisher	3TF-Z2	2, 4, 6, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason-Tile Finisher	3TF-Z3	15, 32, 37	5	
Mason-Tile Finisher-Residential	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason-Tile Finisher-Residential	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason-Tile Finisher-Residential	3TF-Z3R	15, 32, 37	5	
Mason-Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 32		

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties ***

Job Classification	Local	Full Counties	Partial Counties	Check
Mason-Tile Setter Residential	3TS Z1R	19, 20, 20, 35, 50, 59, 61, 62		☐
Mason-Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 64, 65	5	☐
Mason-Tile Setter Residential	3TS Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 64, 65	5	☐
Mason-Tile Setter	3TS-Z3	15, 32, 37	5	☐
Mason-Tile Setter Residential	3TS-Z3R	15, 32, 37	5	☐
Mason - Building/Heavy & Highway	780	3, 24, 30, 31, 41, 43, 52		☐
Operating Engineer - Heavy & Highway	137HVH	40, 60	14	☐
Operating Engineer - Heavy & Highway	832H	2, 8, 28, 25, 35, 48, 61, 59, 62	19	☐
Painter	150	28, 59, 32	26, 35	☐
Painter	178 B	4, 9, 54		☐
Painter	178 E	8, 49	51	☐
Painter	178 I	12, 55		☐
Painter	178 O	13, 39		☐
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	☐
Painter	38.O		38	☐
Painter	86.W	23, 45	28	☐
Painter	4-Bul, Nia, Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	☐
Painter	4-Jamestown		5, 7	☐
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		☐
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		☐
Teamsters-Heavy & Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	☐
Teamsters-Heavy & Highway	317bh/h	8, 12, 80, 51, 55, 62	2	☐
Teamsters-Building/Heavy & Highway	456	40, 60		☐
				☐
				☐

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. In most cases the payment or provision of supplements is for each hour worked (noted in the schedule as "Per hour worked"). Some classifications require the payment or provision of supplements for each hour paid (noted in the schedule as "Per hour paid"), which require supplements to be paid or provided at a premium rate for premium hours worked. Some classifications may also require the payment or provision of supplements for paid holidays on which no work is performed.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.state.ny.us) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg., H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3

Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1.2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Asbestos Worker 08/01/2015

JOB DESCRIPTION Asbestos Worker DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2015	09/01/2015 Additional
Asbestos Worker Removal & Abatement Only*	$ 45.00	$ 0.50/Hr

NOTE: *On Mechanical Systems that are NOT to be SCRAPPED.

SUPPLEMENTAL BENEFITS
Per Hour:

Asbestos Worker Removal & Abatement Only	$ 7.20

OVERTIME PAY
See (B, B2, *E, Q) on OVERTIME PAGE
Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8) on HOLIDAY PAGE

REGISTERED APPRENTICES
Apprentice Removal & Abatement Only:
1000 hour terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
70%	60%	63%	80%

SUPPLEMENTAL BENEFIT
Per Hour:

Apprentice Removal & Abatement	$ 7.20

4-12a - Removal Only

Boilermaker 08/01/2015

JOB DESCRIPTION Boilermaker DISTRICT 4

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour:	07/01/2015
Boilermaker	$ 51.56
Repairs & Renovations	$ 51.56

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015
Boilermaker Repairs & Renovations	32% of Hourly Wage Paid + $23.19

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY
OVERTIME PAY
See (D, O) on OVERTIME PAGE
HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE
NOTE: *Employee must work in pay week to receive Holiday Pay.
**Boilermaker gets 4 times the hourly wage rate for working on Labor Day.
***Repairs & Renovation see (B,E,Q) on HOLIDAY PAGE

HOLIDAY

REGISTERED APPRENTICES
Wage per hour:
(1/2) Year Terms at the following pecentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

Apprentice(s)	07/01/2015 32% of Hourly Wage Paid Plus Amount Below
1st Term	$ 19.27
2nd Term	20.11
3rd Term	20.95
4th Term	21.80
5th Term	22.65
6th Term	23.49
7th Term	24.35

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Carpenter 08/01/2015

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES
Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.
Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.
Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour:	07/01/2015	10/17/2015
Core Drilling:		
Driller	$ 35.82	+ Additional $ 2.21
Driller Helper	$ 29.44	+ Additional $ 1.94

Additional Helpers: One (1) year increments. This is not an apprenticeship for Driller.

Helper 1st year	$ 23.61
Helper 2nd year	23.55
Helper 3rd year	26.50
Helper 4th year	29.44

Note: Hazardous Waste Pay Differential:
For Level C, an additional 10% above wage rate per hour
For Level B, an additional 10% above wage rate per hour
For Level A, an additional 10% above wage rate per hour
Note: When required to work on water: an additional $ 0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2015	10/17/2015
Driller and All Helpers	$ 22.79	$ 22.79

OVERTIME PAY

OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY
Paid: See (5,6) on HOLIDAY PAGE.
Overtime: * See (5,6) on HOLIDAY PAGE.
** See (5,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

Carpenter 08/01/2015

JOB DESCRIPTION Carpenter DISTRICT 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour:

	07/01/2015
Timberman	$ 45.80

SUPPLEMENTAL BENEFITS
Per Hour:

07/01/2015

$ 47.05

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr. Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour:
(1) year terms:

1st	2nd	3rd	4th
$18.24	$22.00	$28.04	$30.48

Supplemental benefits per hour:
$ 31.92

8-1556 Tm

Carpenter 08/01/2015

JOB DESCRIPTION Carpenter DISTRICT 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2015

Building
Millwright $ 48.44
+ Additional
$ 2.40*

SUPPLEMENTAL BENEFITS
Per hour paid:

Millwright $ 50.49

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19)* on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

* must show up to work

REGISTERED APPRENTICES
Wages per hour is Pecentage of Journeyworkers wage:

(1) year terms:

1st.	2nd.	3rd.	4th.
$26.64	$31.49	$36.33	$48.02

Supplemental benefits per hour paid:

(1) year terms:

1st.	2nd.	3rd.	4th.
$32.91	$36.18	$40.63	$46.21

6-740 1

Carpenter 08/01/2015

JOB DESCRIPTION Carpenter DISTRICT 8

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2015

Marine Construction:

Marine Diver	$ 61.30
Marine Tender	43.45

SUPPLEMENTAL BENEFITS
Per Hour Paid:

Journeyman $ 46.00

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (16, 18) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 13, 15, 16, 18) on HOLIDAY PAGE

8-1456MC

Carpenter 08/01/2015

JOB DESCRIPTION Carpenter DISTRICT 8

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

PARTIAL COUNTIES
Orange: The area lying or Southern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES
Per hour: 07/01/2015

Carpet/Resilient
Floor Coverer $ 49.88

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS
Per hour paid:

Floor Coverer $ 44.07

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wage per hour is Pecentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
$19.95	$24.94	$32.42	$39.90

Supplemental benefits per hour:

$ 30.22

3-2287

Carpenter 05/01/2015

JOB DESCRIPTION Carpenter DISTRICT 3

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2015

Piledriver	$ 50.50
Dockbuilder	$ 50.50

SUPPLEMENTAL BENEFITS
Per hour paid

Journeyworker $ 47.03

OVERTIME PAY
See (B, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour
(1)year terms:

1st	2nd	3rd	4th
$20.20	$25.25	$32.83	$40.40

Supplemental benefits per hour:

Apprentices $ 31.90

3-1556 Db

Carpenter 06/01/2015

JOB DESCRIPTION Carpenter DISTRICT 8

ENTIRE COUNTIES
Bronx, Kings, New York, Putnam, Queens, Richmond

PARTIAL COUNTIES
Nassau: That portion of the county that lies west of Seaford Creek and south of the Southern State Parkway.

WAGES
Per hour: 07/01/2015

Show Exhibit/
Carpenter $ 50.50

SUPPLEMENTAL BENEFITS
Per hour paid:

Show Exhibit/
Carpenter $ 46.28

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour is Pecentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
$20.20	$25.25	$32.83	$40.40

Supplemental benefits per hour:
Apprentices $ 31.52

6-EXHIB

Carpenter - Building 07/01/2015

JOB DESCRIPTION Carpenter - Building DISTRICT 8

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES
Nassau: Work preformed south of the Southern State Parkway and west of the Seaford Creek.

WAGES
Per hour: 07/01/2015 07/01/2016

Building:
Carpenter $ 50.50 Additional $ 2.40

SUPPLEMENTAL BENEFITS
Per hour paid:

Building:
Carpenter $ 45.85

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18,19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wage per hour:

(1) year terms:

	1st	2nd	3rd	4th
Building	$ 20.20	$ 25.25	$ 32.83	$ 40.40

Supplemental benefits per hour for all Apprentices:

Building $ 31.11

8-NYC Bldg

Carpenter - Building / Heavy&Highway 08/01/2015

JOB DESCRIPTION Carpenter - Building / Heavy&Highway DISTRICT 4

ENTIRE COUNTIES
Suffolk

PARTIAL COUNTIES
Nassau: Work performed "North of Southern State Parkway and East of Seaford Creek"

WAGES
Per Hour: 07/01/2015
Carpenter
(Building) $ 40.62
Carpenter
(Heavy Highway) $ 40.62

NOTE ADD 15% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERMENTAL MANDATED Off-Shift Work.

SUPPLEMENTAL BENEFITS
Per Hour:

Both Carpenter
Categories $ 33.87

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One(1) Year Terms at the following:
Per Hour:

1st	2nd	3rd	4th
$ 19.08	$ 25.16	$ 29.22	$ 33.04

Supplemental Benefits
Per Hour:

All Terms: $ 17.85

4-Reg.Council Nass/Suff

Electrician 08/01/2015

JOB DESCRIPTION Electrician DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour: 07/01/2015
Electrician
Pump & Tank $ 40.05

SUPPLEMENTAL BENEFITS
Per Hour:

Electrician
Pump & Tank 65.25%
of *Wage
Paid

*Wage Paid includes any and all Premiums

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 Year Terms at the Following:

Per Hour:

1st Term	$ 12.02
2nd Term	$ 16.02
3rd Term	$ 20.02
4th Term	$ 24.03
5th Term	$ 28.04
6th Term	$ 34.04

SUPPLEMENTAL BENEFITS

Per Hour:

All Terms 83.25% of *Wage Paid

*Wage Paid includes any and all Premiums

4-25 Pump & Tank

Electrician 08/01/2015

JOB DESCRIPTION Electrician DISTRICT 1

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour: 07/01/2015

Electrician/Wireman	$ 50.45
HVAC Controls	50.45
Fire Alarms	50.45

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2015

Electrician/Wireman (all categories): 15% of Hourly Wage Paid + $23.07

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One(1) Year Terms at the following Percentage of Journeyman(s) Wage:

Apprentices with start dates PRIOR TO 10/02/2010:

4th	5th	6th
50%	60%	70%

Apprentices with start dates AFTER 10/02/2010:

1st	2nd	3rd	4th	5th	6th
35%	40%	45%	55%	65%	75%

Supplemental Benefits Per Hour:

Apprentices Hired Prior to 10/02/2010

Apprentices Hired After 10/02/2010

	07/01/2015	07/01/2016
1st	0% + $0.00	3% + $2.71
2nd	0% + $0.00	8% + $4.06
3rd	0% + $0.00	9% + $4.95
4th	16% + $11.52	10% + $8.99
5th	16% + $12.83	13% + $10.64
6th	16% + $15.14	14% + $17.05

NOTE: Percentages are on "Hourly Wage Paid"
NOTE: "Hourly Wage Paid" shall include any and all premium(s).

4-25

Electrician 08/01/2015

JOB DESCRIPTION Electrician DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2015	04/30/2016
Telephone and Intergrated Tele-Data System Electrician	$ 35.56	$ 36.76

This rate classification applies to ALL Voice, Data & Video work.; Excluding Fire Alarm Systems and Energy Managment Systems (HVAC Controls), in those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)228-3915 or Suffolk Offices at (631)687-4682.

SUPPLEMENTAL BENEFITS

Per Hour:		
Tele-Data Electrician	16% of Hourly Wage Paid + $16.56	16% Of Hourly Wage Paid + $17.33

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 25) on HOLIDAY PAGE

4-25tele

Electrician 08/01/2015

JOB DESCRIPTION Electrician DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2015	04/04/2016
Tree Trimmer/Remover Line Clearance Specialist	$ 30.04	$31.77
Ground Man (Not to Exceed 20% of Work Force)	$ 18.00	$19.03

These rates apply to all tree trimming/removal contracts including but not limited to "Electrical Line Clearance"/"Long Island Railroad Right of Ways".

All tree removal for heavy-highway or building construction contracts MUST use Heavy Highway Laborer and Operating Engineer classifications.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015	04/04/2016
Tree Trimmer/Remover Line Clearance Specialist and Ground Man	19.25% of Hourly Wage Paid + $8.76	19.50% of Hourly Wage Paid + $9.21

NOTE: "Hourly Wage Paid" shall include any and all premium(s) paid

OVERTIME PAY
See (B, E, P, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 8, 15, 23, 24, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 23, 24, 25, 26) on HOLIDAY PAGE

4-1049/ froe

Electrician 09/01/2015

JOB DESCRIPTION Electrician DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2015	04/30/2016
Electrician Electrical Maintenance *PLEASE NOTE*	$ 41.45	$ 42.20

Applicable to "EXISTING ELECTRICAL SYSTEMS" including, but not limited to TRAFFIC SIGNALS & STREET LIGHTING. Not used for additions.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, with one-half (1/2) hour allowed for a lunch period.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per Hour:		
Electrician	12% of Hourly Wage Paid + $ 16.42	12% of Hourly Wage Paid + $ 16.03

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY
See (B, E2, K, P) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One(1) Year Term(s) at the following Percentage of Journeyman(s) Wage

1st	2nd	3rd	4th	5th	6th
40%	50%	60%	70%	80%	90%

Supplemental Benefits:

	Apprentices Hired Prior to 04/26/2014		Apprentices Hired After 04/26/2014	
	07/01/2015	04/30/2016	07/01/2015	04/30/2016
1st	12% + $9.80	12% + $9.80	3% + $3.50	3% + $3.50
2nd	12% + $10.79	12% + $10.79	8% + $4.04	8% + $4.04
3rd	12% + $11.70	12% + $11.70	9% + $5.08	9% + $5.08
4th	12% + $12.59	12% + $12.59	10% + $6.81	10% + $6.81
5th	12% + $13.48	12% + $13.48	11% + $10.76	11% + $10.76
6th	12% + $13.56	12% + $13.56	DNA	DNA

NOTE: Percentages are on "Hourly Wage Paid"

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

4-25a

Electrician Lineman 08/01/2015

JOB DESCRIPTION Electrician Lineman DISTRICT 4

ENTIRE COUNTIES
Nassau, Queens, Suffolk

WAGES
For Utility Distribution & Transmission Line Construction:

Per Hour	07/01/2015
Lineman/Splicer	$ 50.76
Material Man	44.18
Heavy Equip. Operator	40.61
Groundman	30.43
Flagman	22.84

For Natural Gasline Construction:

Per Hour:	07/01/2015	06/01/2016
Journeyman U.G.Mech.	$ 42.59	$ 44.08

Four (4) ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS
Per Hour:
Utility Distribution & Transmission Line Construction:

	07/01/2015
All Classifications	31% of Hourly Wage Paid + $ 11.36

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

Natural Gasline Construction:

Per Hour:	07/01/2015	06/01/2016
Journeyman U.G.Mech.	25% of Hourly Wage Paid + $11.16	26% of Hourly Wage Paid + $11.96

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
OVERTIME for Natural Gas Mechanic(B,G,P)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 23, 25, 26) on HOLIDAY PAGE
Same as Above for natural Gas Mechanic.

REGISTERED APPRENTICES
1000 hour Terms at the following Percentage of Journeyman's Wage.
(Lineman Only)

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFIT:	07/01/2015
All Terms	31% of Hourly Wage Paid + $11.36

4-1049 Line/Gas

Elevator Constructor 08/01/2015

JOB DESCRIPTION Elevator Constructor

DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

PARTIAL COUNTIES
Rockland: Entire County except for the Township of Stony Point
Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES
Per hour:

	07/01/2015	03/17/2016
Elevator Constructor	$ 59.55	$ 60.96
Modernization & Service/Repair	46.92	47.91

SUPPLEMENTAL BENEFITS
Per Hour

Elevator Constructor	$ 35.17	$ 36.36
Modernization & Service/Repair	34.21	35.27

OVERTIME PAY
Constructor, See (D, M, T) on OVERTIME PAGE.

Modern./Service See (B, F, S) on OVERTIME PAGE.

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES PER HOUR:
*Note:1st Term is based on Average wage of Constructor & Modernization.
Terms 2 thru 4 Based on Journeyman's wage of classification Working In.

1 YEAR TERMS:

1st Term*	2nd Term	3rd Term	4th Term
50%	55%	65%	75%

SUPPLEMENTAL BENEFITS
Elevator Constructor

1st Term	$ 28.05	$ 30.44
2nd Term	29.73	31.27
3rd Term	30.94	32.51
4th Term	32.16	33.76

Modernization & Service/Repair

1st Term	$ 28.66	$ 30.37
2nd Term	29.21	30.73
3rd Term	30.32	31.87
4th Term	31.43	33.02

4-1

Glazier 05/01/2015

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
Per hour:

	07/01/2015	11/01/2015	05/01/2016
Glazier	$ 52.20*	$ 52.80*	+Additional

			$ 1.50
Scaffolding	$ 53.20*	$ 53.80*	+Additional $ 1.50

Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

Repair & Maintenance	$ 27.30*

Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under $121,550

*Additional $ .05 per hour for all regular hours worked

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2015	11/01/2015
Journeyworker	$ 28.04	$ 28.29
Repair & Maintenance	15.14	15.14

OVERTIME PAY
OVERTIME: Premium is applied to the respective base wage only.
See (C*,D* E2, O) on OVERTIME PAGE.

* If an optional 8th hour is required to complete the entire project, the same shall be paid at the regular rate of pay. If a 9th hour is worked, then both hours or more (8th & 9th or more) will be paid at double time rate of pay.

For Repair & Maintenance see (B,B2, F, P) on overtime page.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
Paid for the Repair & Maintenance (5, 6, 16 & 25)

REGISTERED APPRENTICES
Wage per hour:
(1) year terms at the following wage rates:

	07/01/2015	11/01/2015
1st term	$ 17.70	$ 17.05
2nd term	25.85	26.20
3rd term	31.19	31.54
4th term	41.71	42.14

Supplemental Benefits:
(Per hour worked)

1st term	$ 13.84	$ 13.99
2nd term	19.10	19.35
3rd term	20.87	21.13
4th term	24.32	24.57

B-1281 (DC9 NYC)

Insulator - Heat & Frost 08/01/2015

JOB DESCRIPTION Insulator - Heat & Frost DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2015	12/28/2015
Insulators Heat & Frost	$ 63.60	Additional $0.90/Hr

SUPPLEMENTAL BENEFITS

Per Hour:

Insulators
Heat & Frost $ 31.51

OVERTIME PAY
See (A, D, O, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages:

1 year terms at the following percentage of Journeymans Wage

1st	2nd	3rd	4th
40%	60%	70%	80%

Supplemental Benefits per hour:

Apprentice Insulator(s)

1st	2nd	3rd	4th
$12.60	$18.91	$22.06	$25.21

4-12

Ironworker

09/01/2015

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

PARTIAL COUNTIES
Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES
Per hour: 07/01/2015

Reinforcing &
Metal Lathing $ 53.83

SUPPLEMENTAL BENEFITS
Per hour paid:

Reinforcing &
Metal Lathing $ 31.86

OVERTIME PAY
See (B, B1, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following wage rates:
Wages Per Hour:

1st term	2nd term	3rd term
$ 23.01	$ 28.11	$ 33.21

SUPPLEMENTAL BENEFITS
Per Hour:

1st term	2nd term	3rd term
$ 18.18	$ 18.18	$ 18.18

4-46Reinf

Ironworker

08/01/2015

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour:

	07/01/2015	01/01/2016
Ornamental	$ 43.20	$ 1.25/hr
Chain Link Fence	43.20	Additional
Guide Rail Installation	43.20	

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker: $ 45.16

OVERTIME PAY
OVERTIME: See (A*,D1,E**,Q,V) on OVERTIME PAGE.

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two (2) hours on any regular work day (8th & 9th hours of work) and double time shall be paid for all work thereafter.
**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
1st term represents first 1-10 months, thereafter (1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th
50%	55%	60%	70%	80%

Supplemental Benefits per hour paid:

1st Term	$ 36.97
2nd Term	38.10
3rd Term	39.22
4th Term	41.48
5th Term	43.63

4-580-Or

Ironworker 08/01/2015

JOB DESCRIPTION Ironworker DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour

	07/01/2015	01/01/2016
IRONWORKER:		An Additional
Ironworker Rigger	$ 55.00	$ 1.36
Ironworker Stone Derrickmen	$ 56.00	$ 1.36

SUPPLEMENTAL BENEFITS
Ironworker: $ 38.37

OVERTIME PAY
See (D, D1, *E, Q, **V) on OVERTIME PAGE
*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.
** Benefits same premium as wages on Holidays only

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 5, 8, 25) on HOLIDAY PAGE
*Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES
Wage per hour:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th	5th	6th
07/01/2015	$20.05	$26.05	$30.26	$44.87	$50.48	$50.48

Supplemental benefits:

Per hour paid:	$18.75	$19.16	$28.78	$28.78	$28.78	$28.78

9-197D/R

Ironworker

08/01/2015

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
PER HOUR:

	07/01/2015
Ironworker: Structural Bridges Machinery	$ 48.75

SUPPLEMENTAL BENEFITS
PER HOUR:

Journeymen	$ 67.03

OVERTIME PAY
See (B*,E**,Q,V) on OVERTIME PAGE.

* Time and one-half shall be paid for all work in excess of (8) eight hours at the end of a work day to a maximum of two hours on any regular work day (the ninth (9th) and tenth (10th) hours of work)and double time shall be paid for all work thereafter.

** Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

HOLIDAY
Paid: See (5) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES PER HOUR:

6 month terms at the following rate:

1st	$ 25.49
2nd	26.00
3rd - 6th	26.68

Supplemental Benefits
PER HOUR:

All Terms	47.32

4-40/361-SP

Laborer - Building

08/01/2015

JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
WAGES
Per Hour:

	07/01/2015	07/01/2015
Building Laborer	$ 37.50	Additional $ 3.15/Hr
Asbestos Abatement Workers (Re-Roofing Removal see Roofer)	56.00	

SUPPLEMENTAL BENEFITS

Per Hour:

Building Laborer	$ 27.91
Asbestos Abatement Worker	15.98

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
See also(H)for Fire Watch on OVERTIME PAGE
Asbestos Worker See (B, H)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE
Asbestos Worker see (5,6,8 & 26)

REGISTERED APPRENTICES
Regular Hours Work Terms

Term #1	1 hr to 1000hrs
Term #2	1001hrs to 2000hrs
Term #3	2001hrs to 3000hrs
Term #4	3001hrs to 4000hrs

Wages per hour:

1st Term	$ 17.40
2nd Term	20.13
3rd Term	24.13
4th Term	23.76

Benefits per hour

1st Term	$ 18.15
2nd Term	20.17
3rd Term	21.24
4th Term	21.24

4-85

Laborer - Heavy&Highway 09/01/2015

JOB DESCRIPTION Laborer - Heavy&Highway DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Laborer (Heavy/Highway):
GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.
GROUP # 2: Asphalt Shovelers, Roller Boys and Tampers.
GROUP # 3: Basic Laborer, Power Tool(Jackhammer), Landscape Construction, Traffic Control Personnel(flaggers)

WAGES PER HOUR:

	07/01/2015	06/01/2016
GROUP # 1		
Total Wage Paid	$ 46.79	Additional
"Base Wage"	41.17	$2.85
GROUP # 2		
Total Wage Paid	$ 45.57	Additional
"Base Wage"	39.98	$2.89
GROUP # 3		
Total Wage Paid	$ 41.94	Additional
"Base Wage"	36.35	$2.75

NOTE: "Base Wage" for Premium/Overtime calculation Only. $5.59 is difference between "Base" and "Total"

SUPPLEMENTAL BENEFITS
Per Hour:

ALL GROUPS	$ 26.90
After Forty (40)paid Hours in a work Week OVERTIME PAY	$ 16.80

OVERTIME PAY
OVERTIME PAY
See (B, E2, F) on OVERTIME PAGE
NOTES: Premium/Overtime Pay to be calculated on "Base Wage" only"
Example Group# 3: $36.35 X Time and One Half = $54.52 + $5.60 = $60.12.
Premium Pay of 30% of base wage for all Straight time hours on all New York State, D.O.T. and other Government Mandated Off-Shift Work.
Hazardous Material Work add an Additional 10% of base wage

HOLIDAY
HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES
2000 hour(s) Terms at the following Pecentage of the Journeyman's Wage:

1st 0-1999/Hrs	80%
2nd 2000-3999/Hrs	90%

Supplemental Benefits per hour:

All APPRENTICES	$ 26.89
After Forty(40) paid hours In a work Week	$ 16.66

4-1298

Mason

09/01/2015

JOB DESCRIPTION Mason

DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2015

Brick/Blocklayer	$ 56.51

SUPPLEMENTAL BENEFITS
Per Hour:

Brick/Block Layer	$ 23.23

OVERTIME PAY
See (A, 5, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(900 hour) Terms at the following Percentage of Journeyworkers Wage:

1st	2nd	3rd	4th	5th
50%	60%	70%	80%	90%

Supplemental Benefits per hour:

All Apprentices	$ 15.96

4-15rb

Mason - Building

06/01/2015

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2015	12/07/2015 Additional
Building: Tile Setters	$ 54.31	$ 1.13

SUPPLEMENTAL BENEFITS
Per Hour:

Journey Worker $23.68* plus $2.30

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
* This portion of benefits subject to same premium rate as shown for overtime wages.
Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

Tile Setters:
(750 hour) term at the following wage rate:

Term: 1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6750-7500
$27.45	$30.71	$34.38	$39.08	$41.99	$44.93	$46.70	$50.45	$52.31	$53.55

Supplemental Benefits per hour:

1st term	$14.70* plus $0.72	6th term	$17.86* plus $1.51
2nd term	$15.70* plus $0.76	7th term	$16.10* plus $5.61
3rd term	$15.70* plus $0.83	8th term	$18.50* plus $5.85
4th term	$16.60* plus $1.17	9th term	$18.35* plus $6.22
5th term	$16.85* plus $1.19	10th term	$21.62* plus $6.27

9-7/52A

Mason - Building 08/01/2015

JOB DESCRIPTION Mason - Building DISTRICT 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Wages:	07/01/2015	07/01/2016
Marble Cutters& Setters	$ 56.53	$ 56.89

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker	$ 31.17	$ 32.05

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage Per Hour:

750 hour terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
$22.61	$25.44	$28.27	$31.09	$33.92	$36.74	$39.57	$42.40	$48.05	$53.70

Supplemental Benefits per hour paid at the following term:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$22.87	$23.55	$24.26	$24.95	$25.63	$26.32	$27.03	$27.72	$29.09	$30.46

9-7/4

Mason - Building 08/01/2015

JOB DESCRIPTION Mason - Building DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour: 07/01/2015 01/01/2016

Building-Marble Restoration:	07/01/2015	01/01/2016 An Additional
Marble, Stone & Terrazzo Polisher, etc	$ 39.60	$ 0.75

SUPPLEMENTAL BENEFITS
Per Hour Paid:
Journeyworker:

Building-Marble Restoration:
Marble, Stone &
Polisher $ 23.80

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
*ON SATURDAYS, 9TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES
WAGES per hour:
(900 hour)terms at the following wages:

	1st 0-900	2nd 901-1800	3rd 1801-2700	4th over 2700
07/01/2015	$ 27.43	$ 31.40	$35.33	$ 39.25

Supplemental Benefits Per Hour:

	1st	2nd	3rd	4th
07/01/2015	$ 21.49	$ 22.12	$ 22.75	$ 23.38

9-7/24-MP

Mason - Building 08/01/2015

JOB DESCRIPTION Mason - Building DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Building:

Wages per hour:	07/01/2015	01/01/2016 An Additional
Mosaic & Terrazzo Mechanic	$ 50.71	$ 1.15
Mosaic & Terrazzo Finisher	$ 49.10	$ 1.15

SUPPLEMENTAL BENEFITS
Journeyworker:
Per hour:

Mosaic & Terrazzo Mechanic $ 32.35

Mosaic & Terrazzo Finisher $ 32.35

OVERTIME PAY
See (A, B, C) on OVERTIME PAGE
Double the rate after 10 hours on Saturday

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES
Wages per hour:
(750 Hour) terms at the following wage rate.

1st	2nd	3rd	4th	5th	6th	7th	8th
$25.35	27.87	30.12	32.94	35.48	38.02	43.08	48.16

Supplemental benefits per hour:

16.19	17.01	19.42	21.05	22.66	24.28	27.52	30.75

9-7/3

Mason - Building 08/01/2015

JOB DESCRIPTION Mason - Building DISTRICT 9

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2015	12/07/2015	06/06/2016
Building Tile Finisher	$41.60	An Additional $0.82	An Additional $0.82

SUPPLEMENTAL BENEFITS
Per Hour:

Journey worker $ 21.02* plus $ 6.80

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
* This portion of Supplemental benefits subject to same premium rate as shown for overtime wages.
Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/38A-tf

Mason - Building 08/01/2015

JOB DESCRIPTION Mason - Building DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2015	01/01/2016
Marble, Stone, etc. Maintenance Finishers:	$ 21.67	$ 21.78

Note 1. An additional $2.00 per hour for time spent grinding floor using "50 grit" and below.
Note 2: Flaming equipment operator shall be paid an additional $25.00 per day.

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone, etc		
Maintenance Finishers:	$ 12.20	$ 12.41

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
*Double hourly rate after 8 hours on Saturday

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 16, 25) on HOLIDAY PAGE
1st term apprentice gets paid for all observed holidays

REGISTERED APPRENTICES
WAGES per hour
(750 hour) terms at the following percentage of journeyman's wage rate: 07/01/2015

1st term 0-750	70%
2nd term 750-1500	74%
3rd term 1501-2250	78%
4th term 2251-3000	82%
5th term 3001-3750	86%
6th term 3751-4500	98%

Supplemental Benefits:
Per hour paid

1st term	$ 11.92
2nd term	11.93
3rd term	11.94
4th term	11.95
5th term	11.96
6th term	11.98

9-7/24M-MF

Mason - Building / Heavy&Highway 08/01/2015

JOB DESCRIPTION Mason - Building / Heavy&Highway DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2015	07/01/2016 Ar. Additional
Marble-Finisher	$ 46.08	$ 0.90

SUPPLEMENTAL BENEFITS
Journeyworker:
per hour paid

Marble- Finisher	$ 30.41

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
* Work beyond 8 hours on a Saturday shall be paid at double the rate.
** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway 08/01/2015

JOB DESCRIPTION Mason - Building / Heavy&Highway DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2015

Cement Mason $ 45.38

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday. Any make-up day must be paid at the premium rate.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS
Per Hour:

Cement Mason $ 32.60

OVERTIME PAY
See (*B1, E2, **O, ***V) on OVERTIME PAGE
* Applies to 9th and 10th hours on Saturday
** 'Holidays' only for Building Construction
*** Additional $10.19 to be added to all Time and a Half hours paid

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following Percentage of Journeyworkers Wage.

1st Term	50%
2nd Term	60%
3rd Term	70%

Supplement Benefits per hour paid:

1st Term	$ 16.40
2nd Term	19.63
3rd Term	25.99

4-780

Mason - Building / Heavy&Highway 08/01/2015

JOB DESCRIPTION Mason - Building / Heavy&Highway DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
WAGES

NOTE: Shall include but not limited to Precast concrete slabs (London Walks)
Marble and Granite pavers 2'x 2' or larger.
Per Hour:

	07/01/2015
Stone Setter	$59.14
Stone Tender	$41.11

SUPPLEMENTAL BENEFITS
Per Hour:

Stone Setter	$ 28.10
Stone Tender	18.37

OVERTIME PAY
See (*C, **E, Q) on OVERTIME PAGE
* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.
** The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY
Paid: See (*18) on HOLIDAY PAGE
Overtime: See (5, 6, 10) on HOLIDAY PAGE
Paid: *Must work First 1/2.

REGISTERED APPRENTICES
Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters wage rate per hour:

1st	2nd	3rd	4th	5th	6th
50%	60%	70%	80%	90%	100%

Supplemental Benefits:
All Apprentices $19.31

4-1SIp
Mason - Heavy&Highway
09/01/2015

JOB DESCRIPTION Mason - Heavy&Highway
DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour:

	07/01/2015
Pointer, Caulkers & Cleaners	$ 47.41

SUPPLEMENTAL BENEFITS
Per Hour:

Pointer, Cleaners & Caulkers	$ 24.00

OVERTIME PAY
See (B, E2, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour.

One (1) year terms at the following wage rates.

	1st	2nd	3rd	4th
	$ 25.01	$ 27.25	$ 32.24	$ 38.65
Apprentices Supplemental Benefits: (per hour paid)	$ 4.75	$ 9.70	$ 12.45	$ 12.45

4-138C
Operating Engineer - Building
08/01/2015

JOB DESCRIPTION Operating Engineer - Building
DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
BUILDING CATEGORIES:

CLASS "AA"CRANES:
Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver

CLASS "A":
Asphalt Spreader, Backhoe Crawler/Hydraulic Excavator(360 upto & over 160,000lbs),Boiler, Boring Machine, Cherry Picker(over 70 tons), Concrete Pump, Gradall, Grader, Hoist, Loading Machine(10 yds or more), Milling Machine, Power Winch-Stone Setting/Structural Steel & Truck Mounted, Powerhouse, Road Paver, Scoop-Carryal,-Scraper in Tandem, Steam Shovel, Sidebeam Tractor, Stone Spreader(selfpropelled), Tank Work, Tower Crane Engineer.

CLASS "B":

Backhoe(other than 360), Bolt Screts, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 Tons), Conveyor-Mult, Dinkey Locomotive, Fork Lift, Hoist(2 Drum), Loading Machine & Front Loader, Mulch Machine(Machine Fed), Power Winches(Not included in Class "A"), Asphalt Roller, Hydraulic Pump w/ In Boring Machine, Scoop, Carryall/Scaper, Skid Loader/Skid Steer, Maintenance Man on Tower Crane,Trenching Machine, Vermeer Cutter, Work Boat.

CLASS "C":
Concrete Saw/Cutter/Breaker, Curb Machine(asphalt & Concrete), Maintenance Engineer(Small Equip. & Well Point), Field Mechanic, Milling Machine(Small), Pulvi Mixer, Pumps(all), Roller(dirt), Vac-All(Truck), Jet Pump(Truck), Interior Hoist, Concrete Finish Machine, Concrete Spreader, Hoist(one drum).

CLASS "D":
Breaker, Conveyor, Curing Machine, Fork Lift or Walk Behind (power operated), Generator, Hydra Hammer, Compactors(mechanical or hand operated), Pin Puller, Portable Heaters, Power Booms, Power Buggies, Pump(double action diaphragm), Ridge Cutter, Robotic Unit Operator, Shot Blaster.

CLASS "E":
Batching Plant, Generator, Grinder, Mixer, Mulching Machine, Oiler, Pump(gypsum), Pump(single action diaphragm), Stump Chipper, Track Temper, Tractor(caterpiller or wheel), Vibrator, Deckhand on Workboat, Trenching Machine(Hand).

	07/01/2015	06/01/2016 Additional
Class "AA"	$ 70.75	$ 3.03/Hr
Cranes: Boom length over 100 feet add $ 1.00 per hour		
" " " 150 " " $ 1.50 " "		
" " " 250 " " $ 2.00 " "		
" " " 350 " " $ 3.00 " "		
		Additional
Class "A"	$ 58.90	$ 2.80/Hr
Add $3.50 for Hazardous Waste Work		
Class "B"	$ 55.91	$ 2.69/Hr
Add $2.50 for Hazardous Waste Work		
Class "C"	$ 53.81	$ 2.52/Hr
Add $1.50 for Hazardous Waste Work		
Class "D"	$ 47.45	$ 0.00
Add $1.00 for Hazardous Waste Work		
Class "E"	$ 45.50	$ 0.00

SUPPLEMENTAL BENEFITS
Per Hour:

All Classes	$ 33.55
Overtime Rate	24.55

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
"NOTE" Employee must be Employed day before and day after Holiday to recieve Holiday Pay.

REGISTERED APPRENTICES
One(1) Year Terms at the following Rate:

1st Term	$ 20.84
2nd Term	21.67
3rd Term	22.50

Supplemental Benefits per hour:

All Apprentices	$ 15.64
Overtime Rate	5.60

4-138

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2015	08/01/2015
Well Driller	$ 34.50	$ 35.18
Well Driller Helper	$ 30.20	$ 30.80

Hazardous Waste Differential
Added to Hourly Wage:

Level A	$ 3.00
Level B	2.00
Level C	1.00

Monitoring Well Work
Add to Hourly Wage:

Level A	$ 3.00
Level B	2.00

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015
Well Driller & Helper	$ 10% of straight time rate plus $ 10.85

Additional $ 3.60 for Premium Time

OVERTIME PAY
See (B, E, G, P) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 16, 23) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES
Apprentices at 12 Month Terms

Wages Per Hour:	07/01/2015
1st Term	$ 20.84
2nd Term	$ 21.67
3rd Term	$ 22.33

SUPPLEMENTAL BENEFITS
Per Hour:

1st Term	10% of Wage + $ 6.10
2nd Term	10% of Wage + $ 6.60
3rd Term	10% of Wage + $ 6.60

BENEFITS AT PREMIUM TIME
Per Hour:

1st Term	10% of Wage + $ 5.85
2nd Term	10% of Wage + $ 6.60
3rd Term	10% of Wage + $ 6.10

4-138wel

Operating Engineer - Heavy&Highway 08/01/2015

JOB DESCRIPTION Operating Engineer - Heavy&Highway DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
HEAVY/HIGHWAY CATEGORIES:

CLASS "AA" CRANES:

Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane, Pile Driver

CLASS "A":
Asphalt Spreader, Backhoe Crawler/Hydraulic Excavator(360 up to & over 160,000lbs), Barrier Machine, Cherrypicker(over 70 tons), Concrete Pump, Grader, Gradall, Hoist, Loading Machine(bucket 10 yds. or more), Laser Screed, Milling Machine(Large), Power Winch-Stone Setting/Structural Steel or Truck Mounted, Powerhouse, Road Paver, Scoop-Carryall-Scraper in Tandem, Side Boom Tractor, Stone Spreader(self propelled), Striping Machine(long line/truck mounted), Tree Graple, Tank Work, Track Alignment Machine.

CLASS "B":
Backhoe(other than 360), Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 tons), Conveyor-Multi, Post Hole-Auger, Fork Lift, Hoist(2 drum), Loading Machine & Front Loader, Mulch Machine(machine fed), Power Winches(all others not included in class A), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scraper, Skid Loader/Skid Steer, Maintenance Man on Tower Crane, Trenching Machine, Vermeer Cutter, Work Boat.

CLASS "C":
Concrete Saw/Cutter/Breaker, Curb Machine(Asphalt & Concrete), Maintenance Engineer(Small Equip. & Well Point), Field Mechanic, Milling Machine(Small), Pulvi Mixer, Pumps(Hydraulic & 4in or over), Roller(Dirt), Vac-All (Truck), Jet Pump (Truck),Power Winch (Truck Mounted), Compressor(Structural Steel & 2 or more Batteries), Concrete Finish Machine, Concrete Spreader, Fireman, Hoist (One Drum),Welding Machine(Structural Steel & Pile Work).

CLASS "D":
Compressor(Pile,Crane,Stone Setting), Concrete Saw Cutter/ Breaker, Work Lift (Walk Behind,Power Operated), Generator(Pile Work),Hydra Hammer, Hand Operated Compactor, Pin Puller, Portable Heater, Powered Broom/Buggy/Grinder, Pum(Single) Action-1 to 3 inches/Gypsum/Double Action Diaphragm), Welding Machine, Robotic Units, Hand Line Striper, Boiler(Thermoplastic), Ridge Cutter, Shot Blaster, Conveyor, Curing Machine.

CLASS "E":
Batching Plant(On Job Site), Compressor, Generator, Grinder, Mixer, Mulching Machine(Hand Feed), Oiler, Pumps(Single action up to 3 in.), Root Cutter, Stump Chipper, Oiler on Tower Crane, Trenching Machine(Hand,walk behind), Track Tamper, Tractor, Vibrator, Deckhand on Work Boat.

	07/01/2015	06/01/2016
Class "AA"	$ 70.07	Additional $3.03
Cranes: Boom Length over 100 feet add $ 1.00 per hour " " " 150 " " $ 1.50 " " " " " 250 " " $ 2.00 " " " " " 350 " " $ 3.00 " "		
Class "A" *Add $3.50 for Hazardous Waste Work.	$ 62.07*	Additional $ 2.80
Class "B" *Add $2.50 for Hazardous Waste Work.	$ 58.03*	$ 2.63
Class "C" *Add $1.50 for Hazardous Waste Work	$ 55.95*	$ 2.02
Class "D" *Add $1.00 for Hazardous Waste Work	$ 48.35	$ 0.00
Class "E"	$ 47.39	$ 0.00

*NOTE : ADD 30% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED off-shift work.

SUPPLEMENTAL BENEFITS
Per Hour:

ALL CLASSES	$ 33.80
Note: OVERTIME AMOUNT	$ 24.35

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 7, 8) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 8) on HOLIDAY PAGE
"Note" Employee must be employed day before and day after

a holiday to receive holiday pay.

REGISTERED APPRENTICES
Wage per hour:
REGISTERED APPRENTICES
One(1) Year Terms at the following Rate:

1st Term	$ 20.84
2nd Term	21.67
3rd Term	22.33

SUPPLEMENTAL BENEFITS:

APPRENTICES	$ 15.64
Note: Overtime Amount	$ 5.00

4-138

Operating Engineer - Heavy&Highway

08/01/2015

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Party Chief - One who directs a survey party
Instrument-Man - One who runs the instrument and assists Party Chief
Rodman - One who holds the rod and in general, assists the survey party
Categories cover GPS & Under Ground Surveying

Per Hour:	07/01/2015	07/01/2016
Heavy Highway/Building		Additional
Party Chief	$ 64.08	$ 2.73
Instrument Man	48.84	2.30
Rodman	41.08	2.10

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Highway/Building	$ 32.45
Premium*: Heavy Highway/Building	$ 48.67
Premium**: Heavy Highway/Building	$ 64.90

* Applies to instances where 1-1/2 regular rate are paid
**Applies to instances where 2 times the rate are paid.

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* Doubletime paid on the 9th hour on Saturday.

HOLIDAY
Paid: See (5, 6, 8, 11, 12, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 15, 25) on HOLIDAY PAGE

4-15D-N/S co.

Operating Engineer - Marine Construction

08/01/2015

JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per Hour:

DREDGING OPERATIONS	07/01/2015
CLASS A Operator, Leverman, Lead Dredgeman	$ 35.55
CLASS A1 Dozer/Front Loader Operator	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.
CLASS B Spider/Spill Barge Operator, Tug Operator(over1000hp), Operator II, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	$ 30.81
Certified Welder, Boat Operator(licensed)	$ 29.01
CLASS C Drag Barge Operator, Steward, Mate, Assistant Fill Placer,	$ 28.22
Welder (please add)$ 0.09	
Boat Operator	$ 27.30
CLASS D Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	$ 22.68
Oiler(please add)$ 0.00	

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2015
All Classes A & B	$ 0.93 plus 8% of straight time wage, Overtime hours add $ 0.63
All Class C	$ 9.69 plus 8% of straight time wage, Overtime hours add $ 0.48
All Class D	$ 9.39 plus 8% of straight time wage, Overtime hours add $ 0.33

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

Operating Engineer - Survey Crew - Consulting Engineer 08/01/2015

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester
PARTIAL COUNTIES
Dutchess: That part in Duchess County lying South of the North City line of Poughkeepsie.
WAGES
Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: Survey Classifications	07/01/2015	07/01/2016 An Additional
Party Chief	$ 37.04	$ 2.24
Instrument Man	30.69	1.98
Rodman	25.62	1.82

SUPPLEMENTAL BENEFITS
Per Hour:

All Crew Members: $ 19.10

OVERTIME PAY
OVERTIME:... See (B, E*, Q, V) ON OVERTIME PAGE.
*Doubletime paid on the 9th hour on Saturday.

HOLIDAY
Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-f.66consult

Operating Engineer - Trenchless Pipe Rehab 08/01/2015

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab DISTRICT 4
ENTIRE COUNTIES
Nassau, Suffolk
WAGES

IMPORTANT NOTE: This Category & Classifications are now located in
Operating Engineers/Heavy Highway & Laborers/ Heavy Highway.

Per Hour:

	07/01/2015 (SEE)
Robotic Unit Operator	Operator(class D)
Technician/Boiler, Generator	Operator(classes C&B)
AM Liner/Hydra Seal	Laborer(Grp#3)
Nobes Pipe, Polyethylene Pipe or Pull and Inflate Liner	Laborer(Grp#3)

OVERTIME PAY
HOLIDAY

4-138TrchPReh

Painter 08/01/2015

JOB DESCRIPTION Painter DISTRICT 8
ENTIRE COUNTIES
Putnam, Suffolk, Westchester
PARTIAL COUNTIES

Nassau: All of Nassau except the areas described below: Atlantic Beach, Cedarhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd, the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd to St.Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor Haven, Harbour Acres.

WAGES

Per hour:	07/01/2015
Drywall Taper	$ 41.75

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2015
Journeyman	$ 20.97

OVERTIME PAY
See (A, H) on OVERTIME PAGE
For Journeyman: Deduct $4.25 from wage rate BEFORE calculating overtime pay.
For Apprentices: Deduct $ 2.44 from 2nd term wage rate, and $ 3.25 from 3rd term wage rate BEFORE calculating overtime pay.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (4, 5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages (per Hour)	07/01/2015

1500 hour terms at the following wage rate:

1st term	$ 18.13
2nd term	$ 27.19
3rd term	$ 36.20

Supplemental Benefits per hour:
One year term (1500 hours) at the following dollar amount.

1st year	$ 10.26
2nd year	$ 16.43
3rd year	$ 19.25

5-NYDCT9-DWT

Painter 08/01/2015

JOB DESCRIPTION Painter DISTRICT 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2015
Brush	$ 43.75
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	43.75
Spray & Scaffold	46.75
Fire Escape	46.75
Decorator	46.75
Paperhanger/Wall Coverer	41.03

SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2015
Paperhanger	$ 20.33
All others	20.97
Premium*	23.47*

*Applies only to "All others" catergory,not paperhanger journeyman.

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Indentured after 5/31/93 (1) year terms at the following wage rate. (per hour)

	07/01/2015
Appr 1st term...	$ 16.55
Appr 2nd term...	21.60
Appr 3rd term...	26.24
Appr 4th term...	35.02

Supplemental benefits: (per Hour worked)

Appr 1st term...	$ 10.23
Appr 2nd term...	12.92
Appr 3rd term...	15.20
Appr 4th term...	19.70

8-NYDC9-D/S

Painter

06/01/2015

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: Atlantic Beach, Cedarhurst, East Rockaway,Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave. Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike & Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing east the district north of Northern blvd to Port Washington blvd. West of Port Washington blvd to St.Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbour Acres.

WAGES

Per hour:	07/01/2015	12/30/2015	06/29/2016
Drywall Taper	$ 50.48	$ 50.98	$ 51.48

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015	12/30/2015	06/29/2016
Journeyworker:	$ 18.97	$ 18.97	$ 18.97

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6, 9, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

12 months' terms(year consists of 1500 hours).

	07/01/2015	12/30/2015	06/29/2016
1st year	$ 20.19	$ 20.39	$ 20.59
2nd year	$ 30.29	$ 30.59	$ 30.89
3rd year	$ 40.38	$ 40.78	$ 41.18

Supplemental Benefits per hour worked:

One (1) year term at the following dollar amount:

1st term	$ 10.25	$ 10.25	$ 10.25
2nd term	$ 16.43	$ 16.43	$ 16.43
3rd term	$ 19.25	$ 19.25	$ 19.25

8-NYCB-1974-DWT

Painter - Bridge & Structural Steel 05/01/2015

JOB DESCRIPTION Painter - Bridge & Structural Steel DISTRICT 8

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per Hour Worked:
STEEL:

Bridge Painting:	07/01/2015	10/01/2015
From May 1st to Nov. 15th -		
	$ 48.00 + 5.63*	$ 49.00 + 6.13*
From Nov. 16th to April 30th -		
	$ 48.00 + 6.63*	$ 49.00 + 6.33*

*Not subject to overtime and limited to first 40 hours
NOTE: All premium wages are to be calculated on $48.00 or $49.00 per hour only.

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

Power Tool/Spray is an additional $6.00 per hour above hourly rate, whether straight time or overtime

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SUPPLEMENTAL BENEFITS
Per Hour Worked:

Journeyworker:	07/01/2015	10/01/2015
From May 1st to Nov. 15th -		
Hourly Rate up to 40 hours	$ 28.95	$ 29.96
Hourly Rate after 40 hours	7.50	7.50
From Nov. 16th to April 30th -		
Hourly Rate up to 50 hours	28.95	29.70
Hourly Rate after 50 hours	7.50	7.50

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

OVERTIME PAY
See (A, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 5) on HOLIDAY PAGE

REGISTERED APPRENTICES
(Wage per hour Worked)

Apprentices: (1) year terms

	07/01/2015	10/01/2015
1st 90 days	$ 21.45	$ 22.05
1st year after 90 days	21.45	22.05

2nd year	32.18	33.08
3rd year	42.90	44.10

Supplemental Benefits per hour worked:

	07/01/2015	10/01/2015
1st 90 days	$ 8.93	$ 9.23
1st year after 90 days	11.58	11.90
2nd year	17.37	17.87
3rd year	23.16	23.86

9-DC-9/806/155-B/95

Painter - Line Striping 08/01/2015

JOB DESCRIPTION Painter - Line Striping DISTRICT 8

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per hour:

Painter (Striping-Highway):	07/01/2015
Striping-Machine Operator*	$ 27.11
Lineman Thermoplastic	$ 32.37

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety

Four (4), ten (10) hour days may be worked at straight time during a week.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyworker:

	07/01/2015
Striping-Machine operator	$ 14.18
Lineman Thermoplastic	$ 14.55

OVERTIME PAY
See (B, E, E2, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

8-1456-LS

Painter - Metal Polisher 08/01/2015

JOB DESCRIPTION Painter - Metal Polisher DISTRICT 8

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2015	06/01/2016	03/01/2017
Metal Polisher	$ 28.07	$ 28.80	$ 29.73
Metal Polisher**	29.02	29.83	30.88
Metal Polisher***	31.57	32.38	33.23

** Note: Applies on New Construction & complete renovation
*** Note: Applies when working on scaffolds over 34 feet

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015	06/01/2016	06/01/2017
Journeyworker: All classification	$ 9.12	$ 9.25	$ 9.41

OVERTIME PAY
See (B, E, E2, P, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

	07/01/2015	06/01/2016
1st year	$ 11.75	$ 11.75
2nd year	13.00	13.00
3rd year	15.75	15.75

Supplementals benefits:
Per hour paid:

1st year	$ 6.26	$6.26
2nd year	6.37	6.37
3rd year	6.51	6.51

0-9/V29A-MP

Plasterer 08/01/2015

JOB DESCRIPTION Plasterer DISTRICT 9

ENTIRE COUNTIES
Kings, Nassau, Queens, Suffolk

PARTIAL COUNTIES
New York: Includes work in all islands in New York City, except Manhattan

WAGES
Per hour:

	07/01/2015
Building: Plasterer/Traditional	$ 35.53

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyworker	$ 21.00

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages:
(per hour)
(1) year terms at the following % of Journeyworkers wage rate:

First year:
1st 6 months 40%
2nd 6 months 45%

Second year:
1st 6 months 55%
2nd 6 months 60%

Third year:

1st 6 months	70%
2nd 6 months	75%

Supplemental Benefits:
(per hour paid):
6 month terms:

1st six months	$ 0.37
2nd six months	$ 9.35
3rd six months	$ 11.35
4th six months	$ 12.33
5th six months	$ 14.32
6th six months	$ 15.33

9-282-Z4

Plumber 08/01/2015

JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2015
Plumber MAINTENANCE ONLY	$ 29.96

Maintenance: Correction of problem(s) with the existing fixture or group of fixtures, preventive repairs or servicing of said fixtures

SUPPLEMENTAL BENEFITS
SUPPLEMENTAL BENEFITS
Per Hour:

Plumber Maintenance	$ 13.55

OVERTIME PAY
See (B, J) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

4-200 Maintance

Plumber 05/01/2015

JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2015	06/10/2016
Plumber/ PUMP & TANK	$ 43.74	$ 43.99

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber	$ 22.98	$ 24.23

OVERTIME PAY
See (B, Q, *V) on OVERTIME PAGE
(V) For Sundays & Holidays If Worked Only

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
One(1) Year Terms at the Following
Percentage of Journeymans Wage:

1st Term	30%

2nd Term	40%
3rd Term	50%
4th Term	60%
5th Term	70%
6th Term	85%

Supplemental Benefits Per Hour:

1st Term	$11.16	12.72
2nd Term	$11.70	13.36
3rd Term	$12.52	13.77
4th Term	$12.90	14.15
5th Term	$16.13	17.30

4-200 Pump & Tank

Plumber 08/01/2015

JOB DESCRIPTION Plumber DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2015	11/01/2015
Plumber	$ 49.48	$ 49.98

SUPPLEMENTAL BENEFITS

Per Hour:		
Plumber	$ 35.47	$ 35.97

OVERTIME PAY
See (A, E, Q, *V) on OVERTIME PAGE
CODE "V" is only for SUNDAYS and HOLIDAYS WORKED

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
One(1) Year Terms at the following percentage of Plumbers Rate

1st Term	2nd Term	3rd Term	4th Term	5th Term
30%	40%	50%	60%	70%

Supplemental Benefits per hour:

	07/01/2015	11/01/2015
1st Term	$ 22.45	$ 23.55
2nd Term	24.26	24.76
3rd Term	25.53	26.12
4th Term	27.12	27.62
5th Term	28.70	29.20

4-200

Roofer 08/01/2015

JOB DESCRIPTION Roofer DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour	07/01/2015	10/01/2015
ROOFER/Waterproofer		
Total Wage to be Paid	$ 43.00	Additional $ 1.50/Hr
"Base" Wage	$ 39.00**	

SUPPLEMENTAL BENEFITS

ROOFER/Waterproofer $ 27.1?

OVERTIME PAY
Per Hour:
NEW ROOF SEE (B,E,Q)
RE-ROOF SEE (B,E,E2,Q)
NOTE:** Overtime Pay to be calculated on "BASE" Wage then add $4.00.
(Example: $39.00 x time and one half = $58.50 + $4.00 = $62.50)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 13, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) Year terms at the following Percentage of Roofers/Waterproofers Wage.

1st	2nd	3rd	4th
40%	50%	70%	80%

Supplemental Benefits per hour.

	07/01/2015
1st Term	$ 7.39
2nd Term	8.23
3rd Term	18.70
4th Term	21.37

4-154

Sheetmetal Worker

08/01/2015

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2015	08/01/2015
Sheetmetal Worker	$ 50.91	Additional $ 2.00/Hr
Temporary Operation or Maintenance of Fans	41.62	

SUPPLEMENTAL BENEFITS
Per Hour:

Sheetmetal Worker	$ 42.60
Maintenance Worker	42.60

OVERTIME PAY
See (A, E, E2, Q, V) on OVERTIME PAGE
For Maintenance See Codes B,E, Q & V

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour Wages

Six(6) Month Terms As Follows:

1st Term	$ 17.83
2nd Term	17.83
3rd Term	22.91
4th Term	22.91
5th Term	28.00
6th Term	30.55
7th Term	35.64
8th Term	38.10

9th Term 40.73

Per Hour Supplemental Benefits

1st Term	$ 15.78
2nd Term	15.78
3rd Term	21.80
4th Term	21.80
5th Term	25.68
6th Term	27.49
7th Term	31.27
8th Term	33.17
9th Term	35.07

4-28

Sheetmetal Worker 06/01/2015

JOB DESCRIPTION Sheetmetal Worker DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2015

Sign Erector $ 45.60

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2015

Sign Erector $ 40.25

OVERTIME PAY
See (A, B, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour.
6 month Terms at the following percentage of Sign Erectors wage rate.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS
Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$11.08	$12.56	$14.04	$15.51	$21.93	$23.06	$26.46	$28.45	$30.42	$32.40

4-137-SE

Steamfitter 06/01/2015

JOB DESCRIPTION Steamfitter DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2015

Steam/Sprinkler Fitter $ 61.06

Temporary Heat & AC $ 46.42

NOTE: Add 50% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS
Per Hour:

Steam/Sprinkler Fitter $ 47.27

Temporary Heat & AC $ 30.78

OVERTIME PAY
See (C, *D, O, V) on OVERTIME PAGE
(*D) On all HVAC and Mechanical contracts that do not exceed $15,000,000, and on all fire protection/sprinkler contracts that do not exceed $1,500,000.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 year Terms at the Following:

WAGES per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
$ 24.45	$ 30.58	$ 39.71	$ 40.06	$ 51.91

SUPPLEMENTAL BENEFIT
Per Hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
$ 10.30	$ 23.02	$ 30.81	$ 37.72	$ 40.02

4-638A-StmSpFtr

Steamfitter 08/01/2015

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2015

AC Service/Heat Service Steamfitter Maintenance $ 39.25

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
Refrigeration Compressor Installation up to 5hp (combined).
Air Condition / Heating Compressor installation up to 10hp (combined).

SUPPLEMENTAL BENEFITS
Per Hour

AC Service/Heat Service Steamfitter Maintenance $ 10.75

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE

4-638B-StmFtrRef

Teamster - Asphalt Delivery 08/01/2015

JOB DESCRIPTION Teamster - Asphalt Delivery

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

Heavy Construction Work:
Shall include the supply of Asphalt for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

	07/01/2015
Asphalt Delivery	$ 36.535

Light Construction Work:
Shall include the supply of Asphalt for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots, Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

	07/01/2015
Asphalt Delivery	$ 29.94

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Construction Work
TRUCK DRIVER

	07/01/2015
Asphalt Delivery	$ 41.76

Light Construction Work
TRUCK DRIVER

	07/01/2015
Asphalt Delivery	$ 11.55

OVERTIME PAY
See (B, *B2, E, **I, P, **R, ***U) on OVERTIME PAGE
(NOTE) PREMIUM PAY of 25% on straight time hours for New York State D.O.T. and or other GOVERNMENTAL MANDATED off shift work.
Note: (B,E,P,T&*U) Apply to Heavy Construction.
Note: (B2,I,T&*U) Apply to Light Construction.
Note: (*U) Only applies after 8 hours worked on holiday.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked; (**25) Paid at Double if Worked.

4-282

Teamster - Building 07/01/2015

JOB DESCRIPTION Teamster - Building DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:
Truck Driver (Building Demolition & Debris)

	07/01/2015
Trailers	$ 29.98
Straight Jobs	$ 29.58

SUPPLEMENTAL BENEFITS
Per Hour:

All Classifications

	07/01/2015
	$ 31.34

OVERTIME PAY
See (B, E, S*) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 16, 25, 26) on HOLIDAY PAGE

Teamster - Delivery of Concrete 06/01/2015

JOB DESCRIPTION Teamster - Delivery of Concrete DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

Heavy Construction Work:
Shall include the supply of Ready-Mix Concrete for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools & Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

	07/01/2015
Concrete Delivery	$ 37.895

Light Construction Work:
Shall include the supply of Ready-Mix Concrete for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects, Parking Lots and Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

	07/01/2015
Concrete Delivery	$ 34.946

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Construction Work	07/01/2015
Concrete Delivery	$ 38.275
Light Construction Work	07/01/2015
Concrete Delivery	$ 11.525

OVERTIME PAY
NOTE: Heavy Construction:B2,I
Light Construction:B,E,P

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 8, *16, *25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked. (*25) Paid at Double if Worked.

4-282hs

Teamster - Heavy&Highway 06/01/2015

JOB DESCRIPTION Teamster - Heavy&Highway DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

Heavy Construction Work:
Shall include the construction, improvement or modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

	07/01/2015
Site Excavating (Chauffeurs)	$ 35.585

Light Construction Work:
Shall include the construction, improvement and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within these projects, Parking Lots and Office Buildings.

	07/01/2015
Site Excavating	

(Chauffeurs) $ 26.94

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2015

Heavy Construction Work
Chauffeurs $ 41.7625

Light Construction Work
Chauffers $ 11.55

OVERTIME PAY
See (B, *B2, E, **, P, **R, ***U) on OVERTIME PAGE
(NOTE) PREMIUM PAY of 25% on straight time hours for NEW YORK STATE D.O.T. and or other GOVERMENTAL MANDATED off shift work.
Note: (B,E,P,T & *U) Apply to Heavy Construction.
Note: (B2,H,T & *U) Apply to Light Construction.
Note: (*U) Only applies after 8 hours work on holiday

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, **16, **25) on HOLIDAY PAGE
NOTE:(**16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282

Welder 08/01/2015

JOB DESCRIPTION Welder DISTRICT 1

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour 07/01/2015

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays
(S)	Two and one half times the hourly rate for Holidays, if worked

(S1)	Two and one half times the hourly rate the first 8 hours on Sunday or Holidays. One and one half times the hourly rate all additional hours.
(T)	Triple the hourly rate for Holidays, if worked
(U)	Four times the hourly rate for Holidays, if worked
(V)	Including benefits at SAME PREMIUM as shown for overtime
(W)	Time and one half for benefits on all overtime hours.

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

[This Form Must Be Typed]

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( ) Fax: ( )
E-Mail:

2. NY State Units (see Item 6)
- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 10 Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO ☐ check if new or change)
Name and complete address

Telephone: ( ) Fax: ( )
E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.
- ☐ New Schedule of Wages and Supplements.
  APPROXIMATE BID DATE :
- ☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT:

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title
Description of Work
Contract Identification Number
Note: For NYS units, the OSC Contract No.

6. Location of Project:
Location on Site
Route No/Street Address
Village or City
Town
County

7. Nature of Project - Check One:
- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :
- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

PW-39 (06.11)

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

https://dbr.labor.state.ny.us/EDList/searchPage.do

NYSDOL Bureau of Public Work Debarment List 08/05/2015

Article 8

AGENCY	FISCAL OFFICER	FEIN	EMPLOYER NAME	EMPLOYER DBA	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4016 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715NEW YORK NY 10007	02/05/2013	02/05/2018
DOL	DOL	*****0711	A JULIANO & SON LTD		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL		A JULIANO CONSTRUCTION		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL	*****0065	A-1 CONSTRUCTION & RENOVATION INC		1678 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/06/2015	01/06/2020
DOL	NYC	*****2468	ABBEY PAINTING CORP		21107 29TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****6095	ABCO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	03/25/2010	07/02/2017
DOL	DOL	*****6095	ABCO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	03/25/2010	07/02/2017
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1800 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****3400	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	03/27/2013	03/27/2018
DOL	DOL	*****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/20/2011	01/20/2016
DOL	DOL	*****4599	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10579	08/27/2013	08/27/2018
DOL	DOL	*****6010	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL	*****7564	ADAMS FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/06/2010	07/06/2017
DOL	DOL		ADESUWA UWUIGBE		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 40TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****6387	ADVANCED METALS		387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	DOL		AFFORDABLE PAINTING PLUS		907 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL	*****2338	AGG MASONRY INC		195 72ND ST - SUITE 721 BROOKLYN NY 11209	09/10/2013	09/10/2018
DOL	DOL		ALBERT CASHY		49-35 54TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	DOL		ALEJANDRO MATOS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	08/27/2011	08/27/2016
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7406 3RD AVENUEBROOKLYN NY 11209	09/10/2013	09/10/2018
DOL	DOL	*****0740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAG 27 BUTLER PLACEYONKERS NY 10710	03/18/2015	03/18/2020
DOL	DOL	*****4224	AMERICAN STEEL MECHANICAL INC		503 PAINTER STREET MEDIA PA [illegible]	02/20/2013	02/20/2018
DOL	NYC		ANDERSON LOPEZ		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		ANDREW DIPALL		C/O CONSOLIDATED INDUSTR 2001 ROUTE 44/55MODENA NY 12548	12/11/2012	12/11/2017
DOL	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	06/01/2010	06/01/2015
DOL	DOL	*****7304	ANNEX CONTRACTING LTD		2005 WYNSUM AVENUE MERRICK NY 11566	03/18/2014	03/18/2019
DOL	DOL	*****7074	ANNEX GENERAL CONTRACTING INC		2005 WYNSUM AVENUE MERRICK NY 11566	03/18/2014	03/18/2019
DOL	DA		ANTHONY CARDINALE		56-48 59TH STREET MASPETH NY 11378	[illegible]	[illegible]
DOL	DOL		ANTHONY JULIANO		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL	*****5025	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/24/2017

DOL	DOL	*****8219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	187 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		APOLLO PAINTING CO		187 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****8265	APOLLO PAINTING CORP		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	*****0194	APPLIED CONSTRUCTION INC		49 RUGBY ROAD WESTBURY NY 11590	10/20/2013	11/20/2018
DOL	NYC	*****0103	AQUA JET PAINTING CORP		19 VIKING DRIVE WEST ISLIP NY 11795	04/15/2014	04/16/2019
DOL	DOL	*****6353	AGGAPE LANDSCAPE & CONSTRUCTION CORP		684 ROUTE 608 SLAUVELT NY 10983	07/23/2012	11/19/2019
DOL	NYC		AUSLEY OBRIEN		1278 NORTH AVENUE#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 30294	01/22/2016	01/22/2023
DOL	DOL	*****2524	B & B CONCRETE CONTRACTORS INC		66 OLD TURNPIKE ROAD SUITE 6 NANUET NY 10954	02/04/2011	02/04/2016
DOL	DOL		BARBARA CASSIDY		7 BLONIS PLACE VALHALLA NY 10595	04/02/2015	04/03/2020
DOL	DOL	*****2354	BEDELL CONTRACTING CORP		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****0999	BEST ROOFING OF NEW JERSEY LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/26/2010	11/09/2013
DOL	DOL		BEVERLY F WILLIAMS		1230 PRESIDENT STREET BROOKLYN NY 11225	11/10/2013	11/10/2018
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	*****0055	BROOKLYN WELDING CORP		1278 NORTH AVENUE#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	*****6155	C & J LANDSCAPING & MAINTENANCE INC		620 PINE HILL ROAD CHESTER NY 10940	06/23/2014	09/23/2019
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		CANTISANI HOLDING LLC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	*****1143	CARMODY BUILDING CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****8389	CARMODY CONCRETE CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		CARMODY CONTRACTING CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	*****8218	CARMODY CONTRACTING INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	*****8912	CARMODY INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****8012	CARMODY INDUSTRIES INC		442 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY MAINTENANCE CORP		105 KISCO AVENUE MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****0084	CARMODY MASONRY CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****8612	CARMODY'21 INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	*****0172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/16/2014	04/02/2020
DOL	DOL	*****1600	CATONE CONSTRUCTION COMPANY INC		234 ALPINE ROAD ROCHESTER NY 14429	03/09/2012	03/09/2017
DOL	DOL		CATONE ENTERPRISES INC		225 DAKOTA STREET ROCHESTER NY 14429	03/09/2012	03/09/2017
DOL	DOL	*****8746	CATSKILL FENCE INSTALLATIONS INC		5446 ROUTE 32 CATSKILL NY 12414	03/22/2014	03/22/2019
DOL	DOL	*****3510	CAZ CONTRACTING CORP		37-11 36TH AVENUE LONG ISLAND CITY NY 11101	04/26/2013	04/26/2019
DOL	DOL	*****6555	CERTIFIED INSTALLERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/16/2014	04/02/2020
DOL	DOL		CHARLES OKRASKI		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	DOL	*****1416	CHROMINO CONTROL GROUP LLC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	02/09/2009	02/26/2017

NYSDOL Bureau of Public Work Debarment List 08/06/2015

Article 8

DOL	DOL		CHRIS BAVOURY		44 THISTLEBUTT IVY ROAD POMONA, NY 10970	10/14/2011	10/14/2016
DOL	DOL		CHRIST R PAPAS		C/O TRAC CONSTRUCTION INC 9091 ERIE ROADANGOLA NY 14006	02/03/2011	02/03/2019
DOL	DOL		CHRISTOF PREZSYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/03/2012	01/03/2017
DOL	DOL	*****3380	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	NYC	*****1708	COFIRE PAVING CORPORATION		120-58 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	NYC	*****2956	COLONIAL ROOFING COMPANY INC		247 46TH STREET BROOKLYN NY 11220	02/06/2014	02/06/2019
DOL	NYC	*****2162	COLORTECH INC		6090 59TH AVENUE MASPETH NY 11378	11/10/2013	11/10/2018
DOL	DOL	*****8342	CONKLIN PORTFOLIO LLC		60 COLONIAL ROAD STILLWATER NY 12170	02/16/2013	02/16/2018
DOL	DOL	*****2703	CONKLINS TECH-MECHANICAL INC		6 PARKER AVENUE POUGHKEEPSIE NY 12601	03/26/2014	03/25/2019
DOL	DOL	*****4176	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	10/11/2012	01/26/2016
DOL	DOL		CONSTANTINOS ZERVAS		27-11 59TH AVENUE LONG ISLAND CITY NY 11101	08/28/2013	08/28/2018
DOL	DOL	*****0742	CORTLAND GLASS COMPANY INC		386 TOMPKINS STREET CORTLAND NY 13045	10/21/2010	07/16/2016
DOL	NYC	*****4453	DRAFT CONTRACTING GROUP INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****0607	DRAFT FENCE INC		3266 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL	*****0810	D & G PAINTING & DECORATING INC		65 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4004 CAHWYLER ROADAUBURN NY 13021	05/01/2015	05/01/2020
DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 63-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 63-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN RUSSINS III		212 OXFORD WAY SCHENECTADY NY 12309	10/11/2012	09/12/2018
DOL	NYC	*****8850	DECOMA BUILDING CORPORATION		134 EVERGREEN PLACE STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL	*****4419	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	DOL	*****3553	DELTA CONTRACTING PAINTING AND DESIGN INC		70 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DEMETRIOS KOUTSOURAS		590 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL	*****9269	DESANTIS ENTERPRISES		401 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2020
DOL	NYC	*****5291	DEWATERS PLUMBING AND HEATING LLC		60 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL	*****0762	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	08/21/2014	08/21/2019
DOL	DOL		DIANE DEAVER		721 WARWICK TURNPIKE HEWITT NJ 07421	09/25/2012	12/11/2017
DOL	DOL		DORIS SKOGA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	02/24/2012	02/24/2017
DOL	DOL	*****6985	DUFOUR GROUP INC	DUFOUR MASONRY	853 WEST 30TH STREET #7M NEW YORK NY 10019	08/10/2014	08/10/2019
DOL	DOL		DUFOUR MASONRY		853 WEST 58TH ST #7M NEW YORK NY 10019	08/10/2014	08/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		853 WEST 58TH STREET #7M NEW YORK NY 10019	08/10/2014	08/10/2019
DOL	DOL	*****5040	DYNA CONTRACTING INC		263 59TH STREET BROOKLYN NY 11208	11/10/2013	11/10/2016
DOL	DOL		EARL GALBREATH		840 ASHFORD AVENUE ARDSLEY NY 10502	03/27/2013	03/27/2018

DOL	DOL	*****468	EAST COAST DRYWALL INC		1263 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	*****0011	ECOA CLEANING CONTRACTORS INC		P O BOX 2[illegible]4022 BROOKLYN NY 11221	05/13/2012	05/13/2017
DOL	NYC	*****8074	ECONOMY IRON WORKS INC		370 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	NYC		EDWARD MENIKEN		C/O AQUA JET PAINTING 13 VIKING DRIVEWEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****0800	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		28-70 40TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC	*****8200	EL TREBOL SPECIAL CLEANING INC		86-20 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 30 SAVO LOOPSTATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	701 OSWEGO RIVER ROAD PHOENIX NY 13135	08/24/2016	11/19/2016
DOL	DOL	*****0709	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/30/2002	01/30/2003
DOL	AG		EMILIO FRANZA		80 JUNIUS STREET BROOKLYN NY 11212	07/23/2014	07/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/10/2016	01/07/2019
DOL	DOL	*****0811	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/SUITE 2 PITTSFORD NY 14534	11/10/2016	01/07/2019
DOL	DOL	*****2865	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/10/2016	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/10/2016	01/07/2019
DOL	DOL		ERIKA BARNETT		862 BEACH BREEZE LANE UNIT DARVERNE NY 11692	02/03/2013	02/03/2018
DOL	DOL		ESTEVES & FRAGA CONSTRUCTION CO INC		680 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVES & FRAGA INC		955 MADISON AVENUE PATERSON NJ 07501	01/06/2015	01/06/2019
DOL	DOL		EVELIO ELLEDIAS		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	NYC		EVERTON CARLESE		134 EVERGREEN PLSTE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	03/23/2019
DOL	DOL		FANTASTIC PAINTING		495 LANSING ROAD FULTONVILLE NY 12072	11/19/2013	11/19/2018
DOL	DOL	*****0087	FSM-FERRO INC		3820 14TH AVENUE BROOKLYN NY 11218	10/27/2011	10/27/2016
DOL	DOL	*****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/10/2013	10/10/2018
DOL	DOL	*****0061	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		FMB		4 LEGHORN COURT NEW YORK NY 11746	11/20/2012	11/20/2017
DOL	DOL	*****0067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/29/2012	10/01/2017
DOL	DOL		FRAN MICELI		2276 HOLLERS AVENUE BRONX NY 10475	01/07/2014	03/23/2019
DOL	DOL		FRANCES KALAFATIS		2276 HOLLERS AVENUE BRONX NY 10475	01/07/2014	03/23/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2276 HOLLERS AVENUE BRONX NY 10475	01/07/2014	03/23/2019
DOL	NYC		FRANK ACOCELLA		66 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	DOL		FRANK J MERGIANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2006	02/09/2010
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTING INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/13/2013	10/19/2018
DOL	DOL	*****1022	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/13/2013	10/19/2018

DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	9179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	08/26/2016	07/02/2017
DOL	DOL	*****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6737	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****4043	G&F PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTION & LAWN CARE SERVICE	73 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL		GEORGE A PATTI SI		P O BOX 772 JAMESTOWN NY 14702	05/13/2016	05/13/2018
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 16 WALKER WAYALBANY NY 12205	03/21/2014	03/21/2019
DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1999	01/19/2098
DOL	DOL		GERALD A POLLOCK		304 TOMPKINS STREET CORTLAND NY 13045	08/20/2013	07/15/2016
DOL	DOL		GERALD F POLLISH JR		2680 BRIGHTON HENRIETTA TOWN LINE ROADROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	DOL	*****7076	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1288 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	*****2878	GM CONSTRUCTION & LAWN CARE SERVICE		73 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****0082	GOLD B FLOORING INSTALLATIONS INC		20 HAMILTON ROAD MONTICELLO NY 12701	10/10/2013	10/10/2018
DOL	DOL		GREGORY A FUCCI		C/O P&F PAINTING SERVICES 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GRETCHEN SULLIVAN		P O BOX 130 CRETE IL 60417	11/10/2011	11/10/2016
DOL	DOL	*****7780	GRYF CONSTRUCTION INC		364 SPOTSWOOD-ENGLISH RD MONROE NJ 08831	08/08/2011	08/08/2016
DOL	DOL	*****9465	GUILLO CONTRACTING CORP		P O BOX 225 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	DOL		GUS PAPASTEFANOU		C/O G & G PAINTING & DECO 59 LITTLE-COLLABAR ROADMONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	NYC	*****0043	H & H CONTRACTORS CORP		2560 BROADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL		H.H. RAUH CONSTRUCTION, LLC		2930 RT. 394 ASHVILLE NY 14710	01/14/2011	01/14/2016
DOL	DOL	*****2198	H.H. RAUH CONTRACTING CO., LLC		2930 RT. 394 ASHVILLE NY 14710	01/14/2011	01/14/2016
DOL	DOL		H.H. RAUH PAVING, INC.		7 WEST 1ST ST. LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	05/18/2013	05/18/2018
DOL	NYC		HAMEEDULLAH AGAN		261 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	AG	*****8913	HARA ELECTRIC CORP		23-31 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL	*****8405	HARD LINE CONTRACTING INC		83 EDISON AVENUE MOUNT VERNON NY 10550	10/29/2011	10/29/2016
DOL	AG		HARVINDER SINGH PALL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HI-TECH CONTRACTING CORP		114 PEARL STREET PORT CHESTER NY 10573	09/19/2012	09/19/2017
DOL	DOL	*****4331	HIDDEN VALLEY EXCAVATING INC		223 SEYMOUR STREET FREDONIA NY 14063	02/03/2011	02/03/2020
DOL	DOL	*****6070	HILLIANO CONSTRUCTION & ELECTRICAL INC		353 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020

DOL	DOL	*****6420	IMPERIAL MASONRY RESTORATION INC		141 ARGONNE DRIVE KENMORE NY 14217	10/05/2012	10/05/2017
DOL	DA	*****1926	IRON HORSE ONE INC		10 ROSWELL AVENUE OCEANSIDE NY 11572	09/30/2010	09/30/2015
DOL	DOL		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 593 MADISON AVENUEPATERSON NJ 07501	01/03/2018	01/03/2019
DOL	DOL	*****7509	J M RICH LLC		P O BOX 286 STILLWATER NY 12170	03/16/2015	03/21/2019
DOL	DOL	*****5479	J N P CONSTRUCTION CORP		30 LOUIS COURT P O BOX 1907SOUTH HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		JN RICH LLC		P O BOX 286 STILLWATER NY 12170	03/16/2010	03/21/2019
DOL	DOL	*****0289	J TECH CONSTRUCTION		PO BOX 64702 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN			08/24/2012	08/24/2017
DOL	DOL	*****4810	J V MAGIC TOUCH CORPORATION		64-25 97TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2016	01/12/2020
DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/18/2010	10/18/2018
DOL	DOL	*****0082	JAG LLC		335 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2865	JAG INDUSTRIES INC		57 BROAD ST - SUITE 820 GLENS FALLS NY 12801	09/12/2013	09/16/2018
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 107 SULLYS TRAIL SUITE 2 PITTSFORD NY 14534	11/16/2013	01/07/2019
DOL	DOL		JAMES SICKAU		8200 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL		JAMES WALSH		55 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		JASON M RICH		P O BOX 286 STILLWATER NY 12170	03/16/2018	03/21/2019
DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	01/25/2015	01/26/2019
DOL	DOL		JEFF P BRADLEY		550 PINE HILL ROAD CHESTER NY 10918	09/25/2014	09/30/2018
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	07/02/2020
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/10/2013	10/10/2018
DOL	DOL		JEROME FACCIPONALA		C/O CATSKILL FENCE INSTAL 5446 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	NYC		JERRY BEWATERS		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL		JOHN CATONE		C/O CATONE CONSTRUCTION 294 ALPINE ROADROCHESTER NY 14612	09/05/2012	09/05/2017
DOL	DOL		JOHN DESSUS		487 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2015	08/12/2019
DOL	NYC		JOHN HOARSUI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2013
DOL	DOL		JOHN H LEE	JOHN LEE QUALITY PAVING	37 WILER ROAD HILTON NY 14468	01/20/2013	01/29/2018
DOL	DOL	*****749	JOHN LEE QUALITY PAVING		37 WILER ROAD HILTON NY 14468	01/20/2013	01/29/2019
DOL	DOL	*****2701	JOHN SMYKLA	AFFORDABLE PAINTING PLUS	367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2016
DOL	DOL	*****8905	JORGE TORLEON	J TECH CONSTRUCTION	PO BOX 64702 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		JORGE OLVINA		544 ROUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		JORGE VILLALOBOS		94-29 57TH AVENUE - APT 6 ELMHURST NY 11373	01/12/2016	01/12/2020
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	09/15/2011	09/15/2020
DOL	DOL		JOSEPH CASUCCI		9828 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016

DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	06/27/2013	06/27/2018
DOL	DOL		JOSHUA KASOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19116	02/06/2014	02/06/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACEYONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL	*****4840	JUDCO SITE DEVELOPMENT LLC		463 LAKEVIEW AVENUE VALHALLA NY 10595	12/18/2013	12/18/2018
DOL	DOL		JULIUS AND OITA BEHRENS		6 EMES LANE MONSEY NY 10952	11/20/2008	11/20/2013
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 226CALVERTON NY 11933	07/09/2013	07/09/2018
DOL	NYC		KATHLEEN BELA	C/O COLONIAL ROOFING COMPANY INC	247 40TH STREET BROOKLYN NY 11220	02/06/2014	02/06/2019
DOL	DOL		KEITH SCHOPIS		C/O KJB HAULING AND HOME 95 MAPLE AVENUENEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KEN DRAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/26/2012	12/11/2017
DOL	DOL		KEVIN BABCOCK JR		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KEVIN M BABCOCK		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL	*****6041	KINGSVIEW ENTERPRISES INC		7 W FIRST STREET P O BOX 2 LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL	*****2462	KJB HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2401 47TH STREET ASTORIA NY 11105	08/23/2013	08/23/2018
DOL	DOL		KRZYSZTOF PRZYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/09/2012	01/09/2017
DOL	DOL	*****6332	KJ&NR CONSTRUCTION		2877 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL	*****0620	LAGUARDIA CONSTRUCTION CORP		47-40 46TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	NYC	*****9016	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	03/16/1998	03/16/2998
DOL	DOL	*****8294	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	03/24/2015	03/24/2020
DOL	DOL		LARRY DOMINGUEZ		114 PEARL STREET PORT CHESTER NY 10573	09/13/2012	09/13/2017
DOL	DOL		LAURA A. CAUTHIER		C/O IMPERIAL MASONRY REST 341 ARGONNE DRIVEKENMORE NY 14217	10/05/2012	10/05/2017
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	06/27/2013	06/27/2018
DOL	DOL		LAVERN GLAVE		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2010	09/15/2015
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	*****884	LEAD CONSTRUCTION SERVICES INC		2 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	*****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTION CORP	114 PEARL STREET PORT CHESTER NY 10573	09/16/2012	09/16/2017
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON 15TH STBROOKLYN NY 11235	07/23/2013	07/23/2018
DOL	DOL		LINDSEY R GRILL		146 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****3463	LINPHILL ELECTRICAL CONTRACTORS INC		525 SOUTH 10TH AVENUE MOUNT VERNON NY 10550	01/07/2011	04/15/2016
DOL	DOL		LINVAL BROWN		525 SOUTH 10TH AVENUE MOUNT VERNON NY 10550	01/07/2011	04/15/2016
DOL	NYC	*****2850	M A Z FLAGG CONTRACTING CORP		25-16 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018

DOL	NYC	*****0917	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC		MACIEJ BONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	*****0141	MACKEY REED ELECTRIC INC		1ST FLOOR STORE FRONT 80-10 LITTLE NECK PARKWAY FLORAL PARK NY 11001	09/24/2014	09/24/2019
DOL	DOL		MANUEL ESTEVES		88 OLD TURNPIKE ROAD SUITE 6 NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/18/1998	08/18/2999
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/18/1998	08/18/2999
DOL	DOL		MAR CONTRACTING CORP		320 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	08/20/2012	10/01/2017
DOL	DOL		MARIA ESTEVES AKA MARIA MARTINS		C/O THREE FRIENDS CONSTR 536 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 536 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIO LUIS		81 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		MARIO R ECHEVERRIA JR		608 MEACHAM AVE-SUITE 108 ELMONT NY 11003	03/24/2010	03/24/2015
DOL	DOL	*****0885	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****3010	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BORMELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	*****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	NYC	*****4814	MASCON RESTORATION INC		129-08 15TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	NYC	*****4814	MASCON RESTORATION LLC		129-08 15TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	*****0346	MASONRY CONSTRUCTION INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2008	06/04/2017
DOL	DOL	*****9494	MASONRY INDUSTRIES INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2008	06/04/2017
DOL	DOL	*****3857	MSL CONTRACTING CORPORATION		2920 ST RAYMOND AVENUE BRONX NY 10461	09/20/2011	09/20/2016
DOL	DOL	*****5026	MCINTOSH INTERIORS LLC		6531 AVENUE S BROOKLYN NY 11230	02/05/2013	02/05/2018
DOL	DOL	*****6856	MCSI ADVANCED AV SOLUTIONS LLC		2085 BRIGHTON HENRIETTA TOWN LINE ROAD ROCHESTER NY 14623	11/04/2013	11/04/2018
DOL	DOL	*****4253	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2016
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2016
DOL	NYC	*****5230	METRO DUCT SYSTEMS INC		12-19 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	06/24/2018
DOL	DOL	*****8938	M CEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL	*****0108	MICHAEL CZECHOWICZ	OCTAGON CO	37-11 35TH AVENUE 2ND FL LONG ISLAND CITY NY 11101	01/30/2013	01/30/2018
DOL	DOL		MICHAEL F LEARY JR		8843 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		8843 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL KRISTAKIS		263 80TH STREET BROOKLYN NY 11209	11/10/2013	11/10/2018
DOL	DOL	*****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTION	3677 ANAWALK ROAD KATONAH NY 10536	09/05/2012	09/05/2017
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		MICHELLE L BARBER		636 LUZERNE ROAD QUEENSBURY NY 12804	09/18/2013	09/18/2018
DOL	DOL	*****2089	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	NYC		MIGUEL ACOSTA		30-19 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018

DOL	NYC		MILANCE HACZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DOL	*****6017	MILLENNIUM PAINTING INC		57 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	AG		MOHAMMAD RIAZ		48 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	*****2696	MONDOL CONSTRUCTION INC		11-47 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	DOL		MORTON LEVITIN		3536 BAYFIELD BOULEVARD OCEANSIDE NY 11572	09/30/2011	09/30/2016
DOL	DOL	*****5737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/24/2017
DOL	NYC		MUHAMMAD ZULFIQAR		125-06 19TH AVENUE COLLEGE POINT NY 11356	02/06/2012	02/06/2017
DOL	DOL	*****2657	MUNICIPAL MILLING & MIX-IN-PLACE		6001 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/31/2017
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE U BROOKLYN NY 11229	01/20/2013	01/20/2018
DOL	NYC	*****1291	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	*****6902	NEW YORK INSULATION INC		60-16 59TH STREET MASPETH NY 11378	05/19/2012	05/08/2020
DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1068 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	DOL		NIKOLAS PSAREAS		866 N WELLWOOD AVE STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	*****6278	NJ DEGREGORY & COMPANY		1068 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1068 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC	*****1906	NORTH AMERICAN IRON WORKS INC		1630 DECATUR STREET RIDGEWOOD NY 11385	06/16/2015	06/16/2020
DOL	DOL	*****9156	OCTAGON CO		37-11 35TH AVENUE 2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		OKAY ALGAYIAS		1541 EAST 38TH STREET BROOKLYN NY 11234	06/04/2012	05/04/2017
DOL	NYC		OLIVER HOLGUIN		95-26 75TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	NYC	*****6337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-15 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/10/2014	08/24/2019
DOL	DOL	*****4546	PAF PAINTING CORP		171 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	04/12/2016
DOL	DOL	*****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	167 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FL NEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****9902	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 603 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL	*****8608	PERFORM CONCRETE INC		21 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	NYC		PETER LUSTIG		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	NYC		PETER TATARIS		5330 69TH AVENUE MASPETH NY 11378	11/10/2013	11/10/2018
DOL	DOL	*****7914	PRECISION SITE DEVELOPMENT INC		69 HUDSON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2015

DOL	DOL	*****2009	PROFESSIONAL ESTIMATING & BUSINESS CORP		107 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6695	PROLINE CONCRETE OF WNY INC		5030 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL	*****0015	RAMADA CONSTRUCTION CORP		60 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		RANA A KAHN		1978 61ST ST - SUITE A-6 BROOKLYN NY 11214	01/06/2015	01/06/2020
DOL	DOL	*****2033	RAW POWER ELECTRIC CORP		3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/16/2018
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		REGINALD WARREN		C/O RAW POWER ELECTRIC 3 PARK PLACEMIDDLETOWN NY 10940	09/16/2014	09/16/2019
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 280 STILLWATER NY 12170	09/10/2013	09/21/2018
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL SUITE 20 PITTSFORD NY 14534	11/10/2013	01/07/2019
DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 333 WEST 39TH STREET #7 NEW YORK NY 10018	03/10/2014	03/10/2019
DOL	DOL	*****9316	RIEKS CONTRACTING LLC		4904 CAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		RODDYE BISSEMAR		89-61 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	05/11/2003	5/11/2008
DOL	DOL	*****1650	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISONVILLE NY 12962	07/16/2014	07/16/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/16/2014	07/16/2019
DOL	NYC		ROBERT FIORANELLI		120-40 29TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	NYC		ROBERT GUIDO		3306 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT L EVANS		130A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROBERT TORCIELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	08/24/2015	08/24/2020
DOL	DOL		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		ROCMAR CONSTRUCTION CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****7083	ROCMAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		ROMEO WARREN		C/O RAW POWER ELECTRIC CORP 3 PARK PLACEMIDDLETOWN NY 10940	09/16/2013	09/16/2019
DOL	DOL		ROSEANNE CANTIGANI		11 TATAMUCK ROAD POUND RIDGE NY 10576	05/04/2012	05/04/2017
DOL	NYC		ROSE J HOLLAND		130 30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		S & M CONTRACTING LLC		80 MIDLAND AVENUE WALLINGTON NJ 07057	11/06/2010	11/06/2015
DOL	DOL		S & S ELECTRIC		225 BROADWAY SCHENECTADY NY 12306	06/10/2013	06/10/2018
DOL	NYC		SAEED HASAN		4650 BROADWAY #6 NEW YORK NY 10040	08/06/2014	08/06/2019
DOL	DOL	*****4923	SCHENLEY CONSTRUCTION INC		761 WARWICK TURNPIKE HEWITT NJ 07421	06/26/2012	12/11/2017
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTION LLC	P O BOX 1286 SALINA OK 74365	11/20/2012	11/20/2017
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		130A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	*****6050	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTION COMPANY	130A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018

DOL	DOL		SEAN BURSAGE	C/O SEAN BURSAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****8535	SEAN BURSAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****8510	SEVEN STAR ELECTRICAL CONTRACTING CORP		28-24 STEINWAY STREET ASTORIA NY 11103	09/27/2011	09/27/2016
DOL	DOL		SEVEN STAR ELECTRICAL INC		C/O THEONI ATHANASIADIS 1023 COMMACK ROAD DIX HILLS NY 11746	09/27/2011	09/27/2016
DOL	NYC		SHAFIQUL ISLAM		11-87 30TH DRIVE LONG ISLAND CITY NY 11102	06/26/2014	06/26/2019
DOL	NYC		SHAHZAD ALAM		21-10 80TH AVE BAYSIDE NY 11360	07/03/2012	07/03/2017
DOL	DOL	*****0459	SIGNATURE PAVING AND SEALCOATING		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	DOL	*****6462	SIGNATURE SEALCOATING AND STRIPING SERVICE		346 LIVINGSTON AVENUE P O BOX 772 JAMESTOWN NY 14702	04/24/2007	08/13/2015
DOL	DOL	*****5904	SIGNING STAR LIMITED LIABILITY COMPANY		6 HANSEN PLACE WAYNE NJ 07470	09/19/2013	09/18/2018
DOL	DOL	*****0637	SKEEM CONSTRUCTION INC		45-62 42ND STREET SUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL		SRABOJE DOBRIC		60 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	02/29/2017
DOL	NYC	*****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****3585	SPOTLESS CONTRACTING	IMPACT INDUSTRIAL SERVICES INC	44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL	*****8406	STAR INTERNATIONAL INC		89-61 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/2033
DOL	DOL		STEFANIE MCKENNA		80 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2016
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/10/2013	12/10/2018
DOL	DOL		STEPHRON SHELDON	FANTASTIC PAINTING	499 LANSING ROAD FULTONVILLE NY 12072	11/19/2013	11/19/2018
DOL	DOL		STEVEN CONKLIN		60 COLONIAL ROAD STILLWATER NY 12170	02/18/2011	02/15/2016
DOL	DOL		STEVEN SAGGESE		3000 WYNSUM AVENUE MERRICK NY 11566	09/15/2014	09/15/2019
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVELT NY 10913	07/23/2012	11/15/2018
DOL	DOL	*****8210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/29/2012	11/26/2017
DOL	DOL		SUZANNE S GOLD	C/O GOLDS FLOORING INSTALLATIONS INC	26 HAMILTON ROAD MONTICELLO NY 12701	10/15/2015	10/15/2015
DOL	DOL	*****0673	T D CONTRACTORS CORP	T D CONTRACTORS INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		TAMMY CASTIGNOLA		C/O CATSKILL FENCE INSTAL 5446 ROUTE 32 CATSKILL NY 12414	06/22/2014	06/22/2019
DOL	DOL		TECH-MECHANICAL FAB CO INC		1 PARKER AVENUE POUGHKEEPSIE NY 12601	06/25/2014	06/25/2019
DOL	DOL	*****6057	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****4203	THE GUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2013
DOL	DOL		THE THORNE GROUP INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****2073	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	02/13/2018
DOL	DOL	*****6243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 266 STILLWATER NY 12170	09/18/2013	09/21/2018
DOL	DOL		THEONI ATHANASIADIS		C/O SEVEN STAR ELECTRICAL 28-24 STEINWAY STREET ASTORIA NY 11105	09/27/2011	09/27/2016
DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	08/24/2013	10/10/2018

DOL	NYC		THOMAS SCARINGI		100-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL		THOMAS TERRANOVA		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL	*****2731	THREE FRIENDS CONSTRUCTION CORP		186 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC	*****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY P BARBER		680 LUZERNE ROAD QUEENSBURY NY 12804	09/18/2013	09/18/2018
DOL	NYC		TIMOTHY O'SULLIVAN		C/O SKEEM CONSTRUCTION 4322 42ND STREETSUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	NYC	*****1628	TM MECHANICAL CORP		100-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	*****0820	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2016	01/08/2021
DOL	DOL	*****0176	TOURO CONTRACTING CORP		1641 EAST 59TH STREET BROOKLYN NY 11234	06/04/2012	06/04/2017
DOL	DOL	*****2307	TRAG CONSTRUCTION INC	MUNICIPAL MILLING & MIX -IN- PLACE	0081 ERIE ROAD ANGOLA NY 14006	02/08/2014	02/03/2019
DOL	DOL	*****0914	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSET DRIVE WALLKILL NY 12589	08/22/2014	08/22/2019
DOL	DOL		TRI-COUNTY RESTORATIONS INC		332 ROCK CUT ROAD WALDEN NY 12586	08/22/2014	08/22/2019
DOL	DOL	*****5218	TRIAD PAINTING CO INC		666 N WELLWOOD AVE/STE C LINDENHURST NY 11757	03/09/2011	03/01/2016
DOL	DOL		TROY D CLARKE	ADVANCED METALS	537 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	DOL	*****4294	TWT CONSTRUCTION COMPANY INC		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/10/2010	11/16/2015
DOL	DOL		ULIANO AND SONS INC		22 GRIFFEN COURT MILLER PLACE NY 11748	10/20/2010	10/20/2015
DOL	AG	*****8490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	*****7174	V&R CONTRACTING		P O BOX 857 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL	*****0651	VANESSA CONSTRUCTION INC		560 MEACHAM AVE/STE 100 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	NYC		VEAP BEJA	C/O COLONIAL ROOFING COMPANY INC	247 40TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****5270	VETANCIO CONTRACTING CORP		630 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VINCENT PIZZITOLA		P O BOX 857 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		WESLEY J STARODA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	*****0379	WESLEY J STARODA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12305	06/19/2013	06/19/2018
DOL	DOL	*****7017	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10602	12/04/2002	05/04/2017
DOL	DOL		WILLIAM CONKLIN		6 PARKER AVENUE POUGHKEEPSIE NY 12601	08/25/2014	08/25/2019
DOL	DOL		WILLIAM MAZZELLA		154 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIAM SCRIVENS		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2013	11/05/2018
DOL	DOL		WILLIAM THORNE		118 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	NYC	*****2438	XAVIER CONTRACTING LLC		58 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	DOL		YURIY IVANIN		C/O MOUNTAINS AIR INC 2470 OCEAN AVENUE-STE 7A BROOKLYN NY 11229	05/24/2012	05/24/2017

General Decision Number: NY160012 01/08/2016 NY12

Superseded General Decision Number: NY20150012

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: Nassau and Suffolk Counties in New York.

BUILDING CONSTRUCTION PROJECTS, RESIDENTIAL CONSTRUCTION PROJECTS (including single family homes and apartments up to and including 4 stories), HEAVY CONSTRUCTION PROJECTS, HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* ASBE0012-001 08/01/2015

	Rates	Fringes
Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems	$ 61.41	31.51
HAZARDOUS MATERIAL HANDLER	$ 40.00	11.25

BOIL0001-001 01/01/2013

	Rates	Fringes
BOILERMAKER	$ 49.47	33%+22.97-a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

BRNY0001-001 07/01/2015

	Rates	Fringes
BRICKLAYER	$ 56.77	24.75
MASON - STONE	$ 48.71	28.41

CARP0290-001 07/01/2014

	Rates	Fringes
Carpenters:		
Building	$ 43.03	33.96
Heavy & Highway	$ 43.03	33.96
Residential	$ 33.38	27.26

CARP0740-001 07/01/2015

	Rates	Fringes
MILLWRIGHT	$ 49.50	51.31

CARP1556-008 07/01/2015

	Rates	Fringes
Carpenters:		
DIVERS TENDERS	$ 46.47	45.95
DIVERS	$ 63.82	45.95
DOCKBUILDERS	$ 50.50	45.95
PILEDRIVERMAN	$ 43.61	45.07

CARP1556-011 07/01/2015

	Rates	Fringes
Carpenters:		
TIMBERMEN	$ 45.60	45.97

CARP2287-003 07/01/2014

	Rates	Fringes
CARPENTER		
Soft Floor Layers	$ 49.88	43.40

ELEC0025-001 04/25/2015

	Rates	Fringes
ELECTRICIAN	$ 50.45	16%+22.57

ELEC0025-002 04/25/2015

	Rates	Fringes
Electricians:		
Maintenance Unit	$ 40.70	12%+$16.03
Telephone Unit	$ 36.58	16%+16.17
Wiring for single or		

multiple family dwellings
and apartments up to and
including 3 stories.........$ 27.35 13%+11.35

ELEC1049-003 05/29/2015

	Rates	Fringes
Line Construction: Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/ transmission systems maintenance (when work is not performed by railroad employees) Overhead and Underground transmission/distribution line work. Fiber optic, telephone cable and equipment:		
Groundman	$ 30.46	21.08
Heavy Equipment Operator	$ 40.61	24.31
Lineman & Cable Splicer	$ 50.76	27.58
Material Man	$ 44.16	25.46

ELEV0001-002 03/17/2013

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor	$ 57.07	27.60$+a+b
Modernization and Repair	$ 45.14	27.455+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall recieve vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

ENGI0138-001 06/01/2013

BUILDING CONSTRUCTION

	Rates	Fringes

Power equipment operators:

GROUP 1	$ 41.89	31.65+a
GROUP 2	$ 39.90	31.65+a
GROUP 3	$ 38.40	31.65+a
GROUP 4	$ 35.58	31.65+a
GROUP 5	$ 34.17	31.65+a

NOTES:

Hazmat premiums:

Level A	3.50
Level B	2.50
Level C	1.50

Oiler on truck cranes with boom length of 100 ft. or more .25

FOOTNOTE:

a. Paid Holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday or President's Day (in lieu of Lincoln's or Washington's Birthday), Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day or days celebrated as such. Any holiday that falls on a Saturday will be celebrated on Friday.

POWER EQUIPMENT OPERATOR CASSIFICATIONS

GROUP 1: Asphalt spreader, backhoe crawler capacity over cater- piller 225 and Komatsu 300, Boiler (thermoplastic), Cherry picker, over 50 tons, CMI or maxim spreader, concrete pump (with oiler), crane (crawler truck), crane (on barge), crane (stone setting), crane (structural steel), crane (with clam shell), derrick, dragline, dredge, gradall, grader, hoist (3 drum), loading machine (bucket) cap of 10 yds or over micro-trap, with compressor (negative air machine), milling machine, large pile driver, power winch, Stone setting/structural steel, power winch (truck mounted/stone steel) powerhouse, road paver scoop, carry-all, scraper in tandem shovel, sideboom tractor, sideboom tractor (used in tank work), stone spreader (self propelled tank work), zamboni (ice machine)

GROUP 2: Backhoe, boom truck, bulldozer, cherypicker, conveyor (multi), dinky locomotive, forklift, hoist, 2 drum, loading machine, loading machine (front end) mechanical compactors, (machine drawn), mulch machine (machine-fed), power winch, other than stone/structural steel, power winch (truck mounted other than stone steel) pump (hydraulic, with boring machine), roller, (asphalt), scoop (carry-all scraper), tower crane (maintenance man), trenching machine

GROUP 3: Comrpessor (structural steel), Compresser (2 or more in battery), concrete finishing mchine, concrete spreader, conveyor, curb machine (asphalt or concrete), curing machine, fireman, hoist (1 drum), micro trap, (self contained, negative air machine), pump (4 inches or over), pump (hydraulic), pump (jet), pump (submersible), pump (well point), pulvi-mixer, ridge cutter, roller (dirt), striping machine, vac-all, welding and burning, welding machine (pile work), welding machine (structural steel)

GROUP 4: Compressor, compressor (on crane), compressor (pile work), compressor (stone setting), concrete breaker, concrete saw or cutter, forklift (walk behind, power operated), generator-pile work, generator, hydra hammer, mechanical compactors (hand operated), oiler (truck crane), pin puller, portable heaters, powerbroom, power buggies, pump (double action diaphragm), pump (gypsum), trench machine (hand), welding machine

GROUP 5: Batching plant (on site of job), generator (small), mixer (with skip), mixer (2 small with or without skip), mixer (2 bag or over, with or without skip), mulch machine, oiler, pump (centrifugal, up to 3 inches), root cutter, stump chipper, tower crane (oiler), tractor (caterpillar or wheel vibrator)

ENGI0138-002 06/01/2013

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 44.09	32.90
GROUP 2	$ 41.27	32.90
GROUP 3	$ 39.83	32.90
GROUP 4	$ 36.94	32.90
GROUP 5	$ 35.53	32.90
GROUP 6	$ 33.98	10.23

NOTES:
Hazmat premiums:

Level A	3.50
Level B	2.50
Level C	1.50

Truck and Crawler Cranes long boom premiums:

boom lengths (including jib) 100-149 ft	.50
boom lengths (including jib) 150-249 ft	.75
boom lengths (including jib) 250-349 ft	1.00
boom lengths (including jib) 350 ft	1.50

Cranes using clamshell buckets	.25
Front end loader 10 yds and above	.25
Oiler on truck cranes with boom length of 100 ft. or more	.25

FOOTNOTE:

a. Paid Holidays: New Years Day, Lincoln's Birthday, Washington's Birthday or Presidents Day (in lieu of Lincoln's or Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day or days celebrated as such. Any holiday that falls on Saturday will be celebrated on Friday.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt spreader, backhoe crawler (capacity over caterpiller 225 and komatsu 300), boiler (thermoplastic), boring machine (post hole), cherry picker (over 50 ton), CMI or maxim spreader, concrete pump, with oiler, crane (crawler truck), crane (on barge), crane (stone setting) crane (structural steel), crane (with clam shell), derrick, dragline, dredge, gradall, grader, hoist (3 drums), loading machine (bucket) capacity of 10 yards or over, micro-trap (with compressor-negative air machine), milling machine (large), piledriver, power winch (stone setting structural steel), power winch (truck mounted/stone steel), power-house, road paver, scoop, carry all (scraper in tandem), shovel, sideboom tractor, sideboom tractor (used in tank work), stone spreader (self-propelled), tank work, tower crane

GROUP 2: Bulldozer, Backhoe, Boom Truck, Boring machine/augur, Cherrypicker, Conveyor (multi), Dinky Locomotive, Forklift, Hoist (2 drum), Loading Machine, Loading Machine (front end), Mechanical Compactor (machine drawn), Mulch Machine (machine- fed), Power Winch (other than stone/structural steel), Power Winch (truck mounted/other than stone steel), Pump Hydraulic (with boring machine), Roller (asphalt), Scoop (carry-all, scraper), Tower Crane (maintenance man), Trenching Machine, Vermeer Cutter, Work Boat

GROUP 3: Curb Machine (asphalt or concrete), Maintenance Engineer (small equipment), Maintenance engineer (well-point) Mechanic (fieldman), Micro-Trap (self contained, negative air machine), Milling Machine (small), Pulvi-mixer, Pump (4 inches or over), Pump Hydraulic, Pump Jet, Pump Submersible, Pump (well point), Roller Dirt, Vac-All, Welding and burning, Compressor (structural steel), Compressor (2 or more battery), Concrete Finishing Machine, Concrete Spreader, Conveyor, Curing Machine, Fireman, Hoist (one drum), Ridge Cutter, Striping Machine, Welding Machine (pile work), Welding Machine (structural Steel).

GROUP 4: Compressor, Compressor on crane, Compressor (pile work), Compressor (stone setting), Concrete Breaker, Concrete Saw or Cutter, Fork Lift (walk behind, power operated), Generator- Pile Work, Generator, Hydra Hammer, Mechanical Compoactors (hand operated), Oiler (truck crane), Pin Puller, Portable Heaters, Powerbroom, Power buggies, Power Grinders, Pump (double action diaphragm), Pump gypsum, Pump (single action 1 to 3 inches), Trench Machine hand, Welding Machine

GROUP 5: Batching Plant (on site of job), Generator (small), Gelneer, Mixer (with skip), Mixer (2 small with or without skip), Mixer (2 bag or over, with or without skip), Mulch Machine, Oiler, Pump (centrifugal, up to 3 inches), Root Cutter, Stump Chipper, Tower Crane (oiler), Track Tamper (2 engineers, each), Tractor (caterpillar or wheel), Vibrator, Work boat (deckhand),

GROUP 6: Well drillers

IRON0046 003 07/01/2014

	Rates	Fringes
IRONWORKER		
METALLIC LATHERS AND REINFORCING IRONWORKERS.....$	40.60	30.56

IRON0197-001 06/01/2013

	Rates	Fringes
IRONWORKER		
STONE DERRICKMAN...........$	41.00	36.57

IRON0361-001 07/01/2015

	Rates	Fringes
IRONWORKER (STRUCTURAL)..........$	48.75	67.34

IRON0580-001 07/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL..........$	43.20	47.42

LABO0066-001 07/01/2015

BUILDING

	Rates	Fringes
Laborers:		
Laborers....................$	34.85	30.19
Plasterers Tenders..........$	34.85	30.19

LABO0078-001 02/01/2013

	Rates	Fringes
LABORERS		
BUILDING CONSTRUCTION ASBESTOS (Removal, Abatement, Encapsulation or Decontamination of asbestos); LEAD; & HAZARDOUS WASTE LABORERS (Hazardous Waste, Hazardous Materials, Biochemical and Mold Remediation, HVAC, Duct Cleaning, Re-spray Fireproofing, etc).........$	35.90	14.75

LABO1298-001 06/01/2014

HEAVY & HIGHWAY

	Rates	Fringes
Laborers:		
Asphalt Rakers; Formsetters	$ 39.68	25.85+a
Asphalt Shovelers, Roller Boys & Tampers	$ 38.54	25.85+a
Regular Laborers	$ 35.05	25.85+a

A. FOOTNOTES:

Laborers working in a hazardous material hot zone shall receive an additional 20% premium.

Where the contract provides for night work outside the regular hours of work, the employees shall be paid at straight time plus a 25% night work premium for the 8 hours worked during the night.

Firewatch work performed after regular hours shall be paid an additional 10% premium. Second and Third Shift work will be paid at a 10% premium.

Contractor requesting laborers certified for hazardous material work and/or employed on hazardous material shall be required to pay an additional 10% premium.

PAIN0009-002 11/01/2014

	Rates	Fringes
PAINTER		
GLAZIERS	$ 42.85	27.09
Painters, Drywall Finishers	$ 41.75	20.87
Spray, Scaffold, Sandblasting	$ 42.50	21.87

PAIN0806-010 10/01/2014

	Rates	Fringes
Painters:		
Structural Steel and Bridge	$ 48.75	35.63

PAIN1974-002 12/26/2012

	Rates	Fringes
Painters:		
DRYWALL TAPERS/POINTERS	$ 43.82	22.07

PLAS0262-003 02/01/2015

	Rates	Fringes
PLASTERER	$ 43.43	27.95

PLAS0780-001 07/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...$	45.88	39.76

PLUM0200-001 11/01/2013

	Rates	Fringes
PLUMBER		
BUILDING CONSTRUCTION:......$	50.48	29.8
RESIDENTIAL CONSTRUCTION:...$	29.46	10.91

PLUM0638-001 06/27/2012

	Rates	Fringes
PLUMBER		
SERVICE FITTERS.............$	26.30	2.55
SPRINKLER FITTERS, STEAMFITTERS................$	51.25	49.54

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

ROOF0154-001 10/01/2012

	Rates	Fringes
ROOFER.............................$	38.50	28.59

SHEE0028-002 07/31/2014

	Rates	Fringes
SHEET METAL WORKER		
BUILDING CONSTRUCTION.......$	50.91	56.70
RESIDENTIAL CONSTRUCTION....$	27.22	16.48

TEAM0282-002 07/01/2015

	Rates	Fringes
TRUCK DRIVER......................$	37.895	39.35+a

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day, Day after Thanksgiving and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Appendix D

Introduced by Legislator Denenberg

Local Law No. 13-2006

A LOCAL LAW in relation to reducing the emission of pollutants from diesel fuel-powered motor vehicles

Passed by the Nassau County Legislature on November 13, 2006
Voting: ayes: 17, nayes: 0, abstained: 0
Became a Law on December 13, 2006 with the approval of the County Executive.

BE IT ENACTED by the County Legislature of the County of Nassau, as follows:

Section 1. This law shall be known as the Ultra Low Sulfur Diesel Fuel Law and shall appear in the miscellaneous laws as title sixty-two.

§ 2. Definitions.

As used in this local law, the following terms shall have the following meanings:

"Best available retrofit technology" means technology, verified by the EPA for reducing the emission of pollutants that achieves reductions in particulate matter emissions at the highest classification level for diesel emission control strategies, as set forth in section five of this local law, which is applicable to the particular engine and application. Such technology shall also, at a reasonable cost, achieve the greatest reduction in emissions of nitrogen oxides at such particulate matter reduction levels and shall in no event result in a net increase in the emissions of either particulate matter or nitrogen oxides.

"Commissioner" shall mean the Commissioner of the Department of Public Works.

"County contractor" means any person who enters into an agreement or contract with the County valued at more than one hundred fifty thousand dollars to perform County work or any person who enters into an agreement or contract with such person to perform County work.

"County department" means any department of County government that uses diesel-powered vehicles in any capacity.

"County" means County of Nassau.

"County work" means to provide labor, services, material and/or equipment which traditionally has been provided by the government of the County through County employees or contractors, except that it shall not mean labor, services, materials and equipment provided by a common carrier; a utility company; a shipping company (including overnight delivery companies); or a manufacturer or delivery company which delivers materials or equipment to County government.

"EPA" means the United States Environmental Protection Agency.

"Gross vehicle weight rating" means the value specified by the manufacturer of a motor vehicle model as the maximum design loaded weight of a singer vehicle of that model.

"Motor vehicle" means a vehicle owned by the County and operated or driven upon a public highway which is propelled by any power other than muscular power, except electrically-driven mobility assistance devices operated or driven by a person with a disability, provided, however, that this term shall not include vehicles that are specially equipped for emergency response by the fire commission, the department of emergency management, or the sheriff's department.

"Non-road diesel vehicle" means a motor vehicle powered by a diesel engine fifty horsepower or greater, including but not limited to excavators, backhoes, cranes, compressors, bulldozers, and similar equipment, but not including a vehicle used for competition.

"On-road diesel vehicle" means a motor vehicle powered by a diesel engine that is used to transport persons or property on a street or highway.

"Person" means any individual, partnership, firm, company, association, joint stock association, corporation or other like organization.

"Reasonable cost means that such technology does not cost greater than thirty percent more than other technology applicable to the particular engine and application that falls within the same classification level for diesel emission control strategies, as set forth in section five of this local law, when considering the cost of the strategies, themselves, and the cost of installation.

"Specially equipped vehicle" means a motor vehicle defined as specially equipped pursuant to rules and regulations developed and approved by an appropriate department of county government designated by the county executive, and adopted by the County legislature.

"Ultra low sulfur diesel fuel" means diesel fuel that has a sulfur content of no more than fifteen parts per million.

§ 3. Use of ultra low sulfur diesel fuel required.

a. All on-road diesel vehicles and non-road diesel vehicles owned, leased, or operated by the County, and all such vehicles used by a County contractor to do County work shall be powered by ultra low sulfur diesel fuel.

b. All on-road diesel vehicles and non-road diesel vehicles owned, leased, or operated by the County, and all such vehicles used by a County contractor to do County work and have a gross vehicle weight rating of more than eight thousand five hundred pounds shall utilize the best available retrofit technology or be equipped with an engine certified to the applicable two thousand seven EPA standard for particulate matter as set forth in section 86.007-11 of title forty of the code of federal regulations or to any subsequent EPA standard for such pollutant that is at least as stringent, pursuant to the following schedule:

Twenty five percent of all such motor vehicles by January 1, 2009;

Fifty percent of all such motor vehicles by January 1, 2011;

One hundred percent of all such motor vehicles by January 1, 2013.

(1) This subdivision shall not apply to any vehicle subject to a lease or public works contract entered into or renewed prior to the effective date of this section.

§ 4. County executive discretion regarding technology.

a. The county executive shall make determinations, and shall publish a list containing such determination, as to the best available retrofit technology to be used for each type of diesel fuel-powered motor vehicle to which this section applies. Each such determination shall be reviewed and revised, as needed, on a regular basis, but in no event less often than annually.

b. The county executive may determine that a technology, whether or not it has been verified by the EPA, may be appropriate to test, on an experimental basis, on a particular type of diesel fuel-powered motor vehicle owned or operated by a county department. The county executive may authorize such technology to be installed on up to three of each type of motor vehicle. Any motor vehicle on which such technology is installed may be counted for the purpose of meeting the requirements of subdivision b of section three of this local law. Such technology shall not be required to be installed on other motor vehicles of the same type and shall be subject to the provisions of paragraph d of this section.

c. Any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall utilize the best available technology for reducing the emission of pollutants for diesel powered on-road vehicles and non-road vehicles and all contractors in the performance of such contract shall comply with such specification.

d. No county department or county contractor shall be required to replace best available retrofit technology or experimental technology utilized for a diesel fuel-powered motor vehicle in accordance with the provisions of this section within three years of having first utilized such technology for such vehicle, except that technology that falls within level four as set forth in section five of this law, shall not be required to be replaced until it has reached the end of its useful life.

§ 5. Classification of diesel emission control strategies.

The classification levels for diesel emission control strategies are as follows, with level four being the highest classification level:

Level Four – strategy reduces diesel particulate matter emissions by eighty-five percent or greater or reduces engine emissions to less than or equal to .01 grams diesel particulate matter per brake horsepower-hour;

Level Three – strategy reduces diesel particulate matter emissions by between fifty and eighty-four percent;

Level Two - strategy reduces diesel particulate matter emissions by between twenty-five and forty-nine percent;

Level One - strategy reduces diesel particulate matter emissions by between twenty and twenty-four percent.

§ 6. Contractor violations.

The Commissioner is authorized to enforce the provisions of this section.

a. Any contractor who violates any provision of this section shall be liable for a civil penalty between the amounts of one thousand and ten thousand dollars, in addition to twice the amount of money saved by such contractor for failure to comply with this section.

b. No contractor shall make a false claim with respect to the provisions of this section to any county agency. Where a contractor has been found to have done so, such contractor shall be liable for a civil penalty of twenty thousand dollars, in addition to twice the amount of money saved by such contractor in association with having made such false claim.

§ 7. Procedure when ultra-low sulfur diesel fuel is unavailable.

The county executive shall issue a written determination that permits the use of diesel fuel that has a sulfur content of no more than thirty parts per million to fulfill the requirements of this law if ultra low sulfur diesel fuel is not available to meet the needs of county departments to fulfill the requirements of this law. Such determination shall expire after six months if such lack of availability persists, but in no event shall be in effect after January first, two thousand eight.

§ 8. Waiver.

The county executive may issue a waiver for the use of ultra low sulfur diesel fuel where a county department makes a written finding, approved in writing by the county executive, that a sufficient quantity of ultra low sulfur diesel fuel, or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to section seven of this law, is not available to meet the requirements of this law, provided that such department, to the extent practicable, shall use whatever quantity of ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million is available for its diesel fuel-powered motor vehicles. Any waiver issued pursuant to this section shall expire after two months, unless the county department renews the finding, in writing, and the county executive approves such renewal, in writing.

§ 9. Report to county executive and legislature.

a. Not later than January first, two thousand eight, and not later than January first of each year thereafter, the appropriate department or departments of county government, as determined by the county executive, shall submit a report to the county executive and legislature of Nassau county regarding, among other things, the use of ultra low sulfur diesel fuel and the use of the best available retrofit technology by diesel fuel-powered motor vehicles owned operated by county departments during the immediately preceding calendar year. The information contained in this report shall include, but not be limited to, for each county department: (i) the total number of diesel fuel-powered motor vehicles owned or operated by such department; (ii) the number of such motor vehicles that were powered by ultra low sulfur diesel fuel; (iii) the total number of diesel fuel-powered motor vehicles owner or operated by such department having a gross vehicle weight rating of more than eight thousand five hundred pounds; (iv) the number of such motor vehicles that utilized the best available retrofit technology , including a breakdown by motor vehicle model, engine year, and the type of technology used for each vehicle; (v) the number of such motor vehicles that are equipped with an engine certified to the applicable two thousand seven EPA standard for particulate matters as set forth in section 86-007-11 of title forty of the code of federal regulations or to any subsequent EPA standard for particulate matter that is at least as stringent; (vi) the number of such motor vehicles that utilized technology in accordance with paragraph two of subdivision c of this section and the results and analysis regarding the testing off such technology; and (vii) all waivers , findings, and renewals of such findings, issued pursuant to sections seven and eight of this law that, for each waiver, shall include, but not be limited to, the quantity of diesel fuel needed to power diesel fuel-powered motor vehicles owned or operated by such department; specific information concerning the availability of ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to section seven of this law; and detailed information concerning the department's efforts to obtain ultra low sulfur diesel fuel or diesel fuel that has a sulfur content of no more than thirty parts per million where a determination is in effect pursuant to sections seven or eight of this law

b. Where a determination is in effect pursuant to section seven or eight of this law, information regarding diesel fuel that has a sulfur content of no more than thirty parts per million shall be reported wherever information is request for ultra low sulfur diesel fuel pursuant to paragraph one of this section.

c. the report due January first, two thousand eight in accordance with paragraph a of this section shall only include the information required pursuant to subparagraphs (i), (ii), and (vii) of such paragraph.

§10. Inapplicability.

This law shall not apply:

a. when federal or state funding precludes the county from imposing the requirement of this law; or

b. to purchases that are emergency procurements pursuant to the County charter or any local law allowing for such emergency procurements.

c. where such applicability would interfere with the purchase, lease or operation of emergency response vehicles operated by the Department of Emergency Management or the Nassau County Police Department.

d. to a diesel powered non-road vehicle where: 1) the commissioner certifies that the best available technology for reducing the emission of pollutants as required herein is unavailable for such vehicle, in which case such agency or contractor shall use whatever technology is available and appropriate for such vehicle that the commissioner approves for reducing the emission of pollutants; or 2) the vehicle is used for fewer than five calendar days per contract; or 3) the commissioner issues a written waiver based upon a finding that the use of the best available technology for reducing the emission of pollutants may present a hazard or threat to the safety of the operator, other workers or members of the public.

§ 11. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this local law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, effect or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 12. SEQRA Determination

It is hereby determined, based on the recommendation of the Nassau County Planning Commission acting in an advisory capacity to the Nassau County Legislature, the lead agency, and pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 NYECL section 0101 et seq. and its implementing regulations, Part 617 of 6 NYCRR, and Section 1611 of the County Government Law of Nassau County, that this Local Law will not have a significant impact on the environment and that no further environmental review or action is required. A record of the Planning Commission's recommendation of negative declaration for this action shall be maintained in a file, readily accessible to the public, at the office of the Planning Commission.

§ 13. Effective date.

This local law shall take effect immediately.

APPROVED

Thomas R. Suozzi

County Executive

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

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

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

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

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

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

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

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

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

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

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

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

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

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

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR")

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

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

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

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

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

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

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

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

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

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

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

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

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

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

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

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

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

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

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

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

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

ARTICLE XIX. PRICES

The County shall pay as set forth in this Contract and the Contractor shall receive the price stipulated as full compensation for everything furnished and done by him under this Contract, and for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the work and for all expense incurred by or in consequence of the discontinuance of the work herein specified, and for well and faithfully completing the work and the whole thereof as herein specified, and for making repairs to and maintaining the work in good condition until the final acceptance of the work. After the contract award package is reviewed by NYSDOT Construction found to be in order, it may be awarded to the low bid contractor. The contractor shall be paid as per the unit bid prices for each item of work. Nassau County reimbursement payments shall be make on a semi-monthly or monthly basis when Nassau County generates an estimate for payment.

ARTICLE XX. PAYMENTS

A. On or about the first of each month, the Contractor may make an estimate of the amount and the fair value of the work done and may apply for partial payment therefor. The Contractor shall revise the estimate as the Engineer may direct. All payments shall be made in accordance with the equipment specification and the New York State Procedures for Locally Administered Federal Aid Projects manual.

B. Before any payments shall be made under this Contract, the Contractor and all subcontractors performing any part of the work called for by this Contract must file in the office of the Department of Public Works of the County of Nassau verified statements provided for in Section 220-a of the Labor Law, as amended, certifying to the amounts then due and owing from the Contractor and subcontractor filing such statements to any and all laborers for daily or weekly wages on account of labor performed upon the work under this Contract, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively.

C. The Contractor must set forth in his statement the names of all his subcontractors and each subcontractor must likewise in his statement set forth the names of his subcontractors. If the Contractor or subcontractor has no subcontractor, he shall so state in his statement. If there be nothing due and owing to any laborer for daily or weekly wages on account of labor performed upon the work under this Contract, verified statements to that effect must be filed by the Contractor and all subcontractors before any payments are made under this Contract. At the pre-construction meeting the contractor shall submit CONR 891L forms for each of the approved subcontractors indicating the particular items of work, and these sheets will be included as part of the project record.

D. Fringe benefit supplements to employees paid by the contractor are to be paid to a federally qualified pension, health or welfare program and a New York State registered apprentice training program. Direct payments in cash for fringe benefit supplements will not be allowed.

E. Before any payments are made to the contractor, the contractor must submit Materials Certifications as per the contract items specifications to the sponsor or sponsor's representative, along with the AAP-33LL form, Employment Monthly Utilization form and the AAP 2JJ, Contractor Report of Contract Payments. These two forms must be printed from the EEO system and included with the payment. After this information has been viewed and found acceptable to the Sponsor/Sponsor's representative, payment procedures may begin.

F. The contractor shall submit at the Pre-construction meeting a copy of CONR 89LL forms for each of the approved subcontractors indicating the particular items of work, and these sheets will be included as part of the project records.

G. Prompt Payment Provisions

NYS General Municipal Law Section 106-b and NYS Finance Law Article 9, § 139-f were modified to require the Prime Contractor to pay their subcontractors and suppliers within seven (7) calendar days (formerly fifteen calendar days) of receipt of payment from the public owner/sponsor, and provides for interest on late payments for all public works contracts after July 21, 2008. Any contract provisions stating any other payment schedule will not be allowed; contracts cannot modify state finance law.

ARTICLE XXI. FINAL PAYMENT

Within fifteen days after completion of the work and compliance with all the terms of this Contract, and submission of satisfactory evidence of having repaired any and all damage to public or privately owned properties resulting from but not a part of the work under this Contract, the Commissioner of Public Works shall cause a final inspection to be made for approval of all work included in this Contract and shall issue a final certificate of completion to the Contractor for the work done under the Contract. The County shall, not later than thirty (30) days after the acceptance of this work, pay the Contractor the entire sum so found to be due thereunder after deductions of all previous payments and all previous payments. All prior estimates and payments shall be subject to correction in the final estimate and payment. Before Nassau County submits the final payment for reimbursement, Nassau County shall contact and coordinate with NYSDOT Local Projects Construction Monitors to schedule a final inspection. This will be performed only after the first punchlist is completed by the contractor. During the final inspection, a second punchlist will be established. The items of incomplete work or work not meeting specifications will need to be resolved by the contractor. Before final payment is made to the contractor, the contractor must submit the CONR 193 Materials Certifications forms to Nassau County along with the final AAP-33LL Composite form, Employment Monthly Utilization form. In addition, the contractor needs to submit a Final Report AAP 21LL for the DBE firm(s) as well as subcontractors if applicable. These two forms (Final Report 'Composite' AAP 33LL and the Final Report(s) AAP 21LL) must be printed from the EBO system and included. After this information has been reviewed and found to be acceptable to Nassau County along with concurrence from NYSDOT Planning and Construction Departments, payment procedures may begin. Nassau County will need to follow the requirements from Chapter 17 of the PLAFAP manual for Local Projects Close-Outs.

ARTICLE XXII. NO ESTOPPEL

The County shall not, nor shall any department or officer thereof be precluded or stopped by any acceptance, return, certificate or payment made or given by the Commissioner of Public Works or other officer, agent or employee of the County under any provision of this agreement, from at any time (either before or after the final completion and acceptance of the work and payment therefor pursuant to any such acceptance, return certificate or payment) showing the true and correct amount, quality and character of the work done and materials furnished by the Contractor or any other person under this Agreement, or from showing at any time that any such acceptance, return, certificate or payment is untrue and incorrect, or improperly made in any particular, or that the work and materials or any part thereof do not in fact conform to the specifications, and the County shall not be precluded or stopped, notwithstanding any such acceptance, return, certificate or payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications.

ARTICLE XXIII. NO WAIVER OF RIGHTS

Neither the inspection by the County nor by the Commissioner of Public Works, nor by any of their employees, nor any order, measurements or certificate of the Commissioner of Public Works, nor any order of the County for payment of money, nor any money, nor any payment for or acceptance of the whole or any part of the work by the Commissioner of Public Works, or the County, nor any extension of time, nor any possession by the County or its employees, shall operate as a waiver of any provision of this Contract, nor any power herein provided, nor shall any waiver of any breach of this Contract be held as a waiver of any other subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; i.e. - in addition to each and every other former suit, action or legal proceeding. The County shall also be entitled as of right to an injunction against any breach of the provisions of this Contract.

ARTICLE XXIV. CLAIMS AND LIABILITY

No person other than the signer of this Contract as Contractor has any interest hereunder, and no claims shall be made or be valid and neither the County nor any agent thereof shall be liable, or be held to pay any money, except as hereinbefore provided. The acceptance by the Contractor of the last payment shall operate as and shall be a release to the County and every officer or agent thereof, from any claims and liability to the Contractor for anything done or furnished, or any act or neglect of the Contractor or any person relating to or affecting the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the performance Bond.

ARTICLE XXV. FINAL COMPENSATION

Upon the faithful performance of the work herein embraced as set forth in the Contract, and its acceptance by the Commissioner of Public Works, the County of Nassau hereby agrees to pay and the Contractor agrees to receive the prices stipulated in the proposal as full compensation for work done under the Contract.

ARTICLE XXVI. SPECIFICATION REFERENCES

All specifications, conditions and all other matter contained in the book prepared by the Department of Public Works of the County of Nassau are taken from the latest 2008 New York State Standard Specifications (US Customary Units) including Region 10 "Special" specifications. Standard "Installation Details" are included on the plans or in the itemized proposal including addenda to the specifications, shall be a part of this Contract and incorporated therein by reference.

ARTICLE XXVII. THIS ARTICLE IS NOT INCLUDED IN THIS CONTRACT

ARTICLE XXVIII. SCHEDULE OF REQUIREMENTS

A. The following schedule shall apply to the appropriate articles of this agreement:

1. TIME FOR COMPLETION, **1095** calendar days

2. INSURANCE:

a. Contractor's Public Liability Insurance and Owner's Protective Public Liability Insurance shall be equal to the following minimum limits of liability:

1) Minimum Limits of Liability, for each occurrence.

a) Personal Injury - $ 2,500,000

b) Property Damage - $ 500,000

c) Or a Combined Single Limit of $ 3,000,000 or greater.

b. Owner's Contingent public liability Insurance

1) For named insured, see:
Article XV. - Insurance Requirements,
Sec. D. - Owner's Contingent Public Liability Insurance

3. **LIQUIDATED DAMAGES, $500.00 per day**

ARTICLE XXIX. SUPERVISION

The Contractor shall give his personal supervision to the faithful prosecution of the work and in case of his absence he shall have a competent English-speaking representative or foreman on the ground who shall follow without delay all instructions of the Commissioner or his assistants in the prosecution and completion of the work and every part thereto, in full authority to supply men/women, material and labor immediately.

ARTICLE XXX. SUBLET OR ASSIGN

A. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title or interest in or to it or any part thereof, or his power to execute it or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement unless the previous written consent of the County Executive shall first be obtained thereto, and the giving of any such consent to a particular subcontract or assignment shall not dispense with the necessity of such consent to any further or other subcontracts or assignments. The County Executive reserves the right to limit the total amounts of subcontracts to 60 percent (60%) of the total contract price.

B. Before making any subcontract, the Contractor must submit a written statement to the Commissioner giving the name and address of the proposed subcontractor, the portion of the work materials which he is to perform and furnish, and any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract. As part of the approval process, the contractor will assure that the proposed Subcontractor is registered in the County's financial and E-Procurement system.

C. If the Commissioner finds that the proposed subcontractor is qualified and is registered in the above cited system (see paragraph b. above) he will notify the Contractor.

D. The Commissioner may revoke his approval of a subcontractor when, such subcontractor evidences an unwilling or inability to perform his work in strict accordance with this Contract.

E. No assignment will receive approval unless the instrument of assignments contains a clause to the effect that it is agreed that the funds to be paid the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

F. The approval of the Commissioner of a subcontractor shall not relieve the Contractor of any of his responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the County for the acts of defaults of his subcontractor and of such subcontractor's officers, agents, and employees, each of whom shall, for all purposes, be deemed to be the agent or employee of the Contractor. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the County.

G. In addition, the Contractor, at the time of receiving approval from the Commissioner of the name of a subcontractor, shall, before permitting such subcontractor to commence any work contemplated by this Contract, furnish two certificates of workmen's compensation coverage of the employees of said subcontractor. Unless such certificates shall be furnished to the Commissioner, the approval of such subcontractor shall be deemed revoked.

ARTICLE XXXI. COMPTROLLER'S CERTIFICATE

This Contract shall not be binding or of any force unless the County Comptroller shall endorse thereon his certificate that there remains unexpended and unapplied a balance of the appropriation of fund applicable thereto sufficient to pay the estimated expense of executing this Contract as certified by the Officers making the same. In addition the Contractor shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Comptroller of the County of Nassau. Such books and records shall be retained for a period of six (6) years and shall at all times be available for audit and inspection by the Comptroller of the County of Nassau or his duly designated representative.

ARTICLE XXXII. ALL LEGAL PROVISIONS DEEMED INCLUDED; SEPARABILITY; SUPEREMACY; COMPLIANCE WITH LAW

1. Every provision of Law required to be inserted into or referenced by this Agreement is intended to be part of this Agreement. If any such provision is not inserted or is not inserted in correct form then: (a) such provision shall be deemed inserted into this Agreement for purposes of interpretation, and (b) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

2. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3. Unless the application of this subsection will cause a provision by Law to be excluded from this Agreement, in the event of any conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all terms of this Agreement should be read together as not conflicting.

4. The Firm shall comply with any and all applicable federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentially, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendix EE attached hereto. As used in this Agreement, the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court or official investigative body.

5. The Contractor represents that it is in compliance with the provisions of Local Law No. 9-2002, 'Apprenticeship Training Programs for County Contracts,' including having apprenticeship programs appropriate to the type and scope of work to be performed, which have been registered with and approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law. Further,

the Contractor shall ensure that any subcontractors performing work under the Contract with a value in excess of $100,000 will similarly utilize approved apprenticeship programs."

6. Minimum Service Standards: Regardless of whether required by Law:

   a. The Firm shall, and shall cause Consultant Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

   b. The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Consultant Agents to obtain and maintain, all licenses, certifications, and approvals (collectively, "Approvals") necessary or appropriate in connection with the performance of services under this Agreement.

NO TEXT ON THIS PAGE

IN WITNESS THEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

THE COUNTY OF NASSAU

By______________________
County Executive
Party of the First Part

ATTEST:______________________
Clerk, Nassau County Legislature

Approved:______________________
Office of the Commissioner

______ WELSBACH ELEC. CORP. OF L.I. ______Contractor

Corporate
Seal

By______________________L.S.
Party of the Second Part

APPROVED AS PER CHARTER

______________________ 7/13/16
Deputy County Attorney

Approved:______________________ 7/13/16
Bureau of Real Estate & Insurance

NO TEXT ON THIS PAGE

STATE OF NEW YORK)
) SS.:
COUNTY OF NASSAU)

On this day of , 20 , before me personally appeared EDWARD P. MANGANO, County Executive of the County of Nassau, the municipal corporation described herein, and who executed the foregoing instrument, to me known and known to me to be such County Executive and he being by me duly sworn, did depose and say: That he is the County Executive of Nassau County; and that he executed the same as such County Executive for the purposes therein mentioned.

Notary Public

STATE OF NEW YORK)
) SS.:
COUNTY OF NASSAU)

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01BE5073183
Qualified in Nassau County
Commission Expires February 18, ~~1900~~ 17

On this 23 day of August, 2016, before me personally appeared Charles Ribando, Deputy County Executive of the County of Nassau, the municipal corporation described herein and who executed the foregoing instrument, to me known and known to me to be such Deputy County Executive, and she by me being duly sworn, did depose and say: That she is the Deputy County Executive of the County of Nassau and that pursuant to Section 205 of the County Government Law of Nassau County executed the same as such Deputy County Executive for the purposes therein mentioned.

Notary Public

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this 20th day of June, 2016, before me personally came Joseph P. Haro to me known [redacted] did depose and say: That he/she resides at [redacted]; That he/she is the President/CEO of Welsbach Electric of Long Island, the Corporation described herein; That he/she which executed the foregoing instrument for said Corporation; That he/she knows the seal of said corporation; That the seal affixed to said instrument is such Corporate Seal; That it was so affixed by order of the Board of Directors of said Corporation, That he/she signed his/her name thereto by like order.

LAURA A STEIN
Notary Public - State of New York
NO. 01ST6179596
Qualified In Nassau County
My Commission Expires 12/24/19

Notary Public

(Acknowledgment by Contractor if a Company)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this day of , 20 , before me personally came , known to be a partner of the firm of , the firm described in the foregoing instrument and he/she duly acknowledged that he/she executed the same as for the act and deed of said firm.

Notary Public

(Acknowledgment by Contractor if an Individual)

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On this day of , 20 , before me personally came to me known and known to me to be the person described herein, who executed the foregoing instrument and he/she duly acknowledge to me that he/she executed the same.

Notary Public

NO TEXT ON THIS PAGE

CONTRACT ADVISEMENT FORM
NUMIS. No. 550

NO TEXT ON THIS PAGE

COUNTY OF NASSAU

CONTRACT ADVISEMENT CHPW16000015

DATE OF ADVISEMENT MO (2) DY (2) YR (2)	FUND (3)	TRANSACTION CODE			ENCUMBRANCE NUMBER	DEPT (2)	CONTRACT / AGREEMENT NUMBER
		ENTER	MODIFY	CANCEL			
6-21-16	GEN	☒	☐	☐	CHPW16000015	PW	162000-03E

VENDOR INFO.

ID: 112354251

Name: (30) Welsbach Electric Corp of LI

(30)

Address: (30) 300 Newtown Road

(30) Plainview, NY 11803

(30)

LINE NO.	PROJECT NUMBER (CAPITAL)	PROJECT DETAIL	INDEX CODE	SUB-OBJECT CODE		LINE AMOUNT	
1			PWGEN0150	DE554	$	816,166	67
2							
3							
4							

DOCUMENT DESCRIPTION: (30) TOTAL AMOUNT $ 816,166 67

Nassau County Traffic Signal [illegible]
System Op[illegible]
Phase [illegible]
Nassau [illegible] New York
Contract No. [illegible]

DEPARTMENT PREPARER

Loretta Dionisio

NAME

6/21/2016

DATE

516 571 [illegible]

PHONE

DEPARTMENT APPROVAL

[illegible]

TITLE

6/21/16

DATE

[illegible]

CONTRACT NUMBER

[illegible]

NAME

[illegible]

TITLE

[illegible]

DATE

[illegible]

CONTRACTOR'S INSURANCE
WORKER'S COMPENSATION INSURANCE

OWNERS PROTECTIVE

Agree H&GE

NO TEXT ON THIS PAGE

323

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/15/2016

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

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

PRODUCER
MARSH USA, INC.
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036
Attn: Email.Certrequest@marsh.com | Fax: 203-229-6767

134575-Welsb-CON-15-16 326

INSURED
WELSBACH ELECTRIC CORP. OF L.I.
300 NEWTOWN ROAD
PLAINVIEW, NY 11803

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443
INSURER B: American Casualty Company Of Reading, Pa	20427
INSURER C: Transportation Insurance Co	20494
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: NYC-008488059-01 REVISION NUMBER: 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE [X] OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC; OTHER:			GL 4025756431	10/01/2015	10/01/2016	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY; [X] ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; [X] HIRED AUTOS; [X] NON-OWNED AUTOS			BUA 4025756452	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Auto Physical Damage	$ Included
	UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N]; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 4025756380 (AOS)	10/01/2015	10/01/2016	[X] PER STATUTE; OTH-ER	
B				WC 4025756394 (CA)	10/01/2015	10/01/2016	E.L. EACH ACCIDENT	$ 1,000,000
C				WC 4025756377 (AZ, OR, WI)	10/01/2015	10/01/2016	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: WEC JOB #323 - NASSAU COUNTY TRAFFIC SIGNAL SYSTEM OPERATIONS PHASE IV - CONTRACT #P62000-02E - PIN #0750.61
THE COUNTY OF NASSAU, ALL MUNICIPALITIES, MUNICIPAL SUB-DIVISIONS, AND THE OWNERS OF PROPERTIES, CONSULTANTS ARE ADDITIONAL INSURED UNDER ALL POLICIES (EXCEPT WORKERS COMPENSATION & EMPLOYERS LIABILITY) WHERE REQUIRED BY CONTRACT.

CERTIFICATE HOLDER

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BUREAU OF REAL ESTATE INSURANCE
1 WEST STREET
MINEOLA, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Heidi Bauermeister
Heidi E. Bauermeister

AGENCY CUSTOMER ID: 134379

LOC #: Norwalk

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.	NAMED INSURED WELSBACH ELECTRIC CORP. OF L.I. 300 NEWTOWN ROAD PLAINVIEW, NY 11803
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Auto Physical Damage Comp / Coll Deductible $500

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims as applicable), Insurer agrees to mail prior written notice of cancellation or material change to: Certificate Holder

Schedule

1. Number of days advance notice: For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation as provided in paragraph 2 of either the Cancellation Common Policy Conditions or as amended by the applicable state cancellation endorsement is increased to the lesser of 60 days or the number of days required in a written contract.

For non-payment of premium, The greater of (1) the number of days required by state law or (2) the number of days required by written contract.

2. Name:

Notice will be mailed to: Certificate holder

AGENT
MARSH USA, INC.

NEW
[X]

REPLACEMENT OF
RENEWAL OF

CNA Insurance Companies
333 S. Wabash Avenue
Chicago, Illinois 60604

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

DECLARATIONS

INSURANCE IS PROVIDED BY THE COMPANY DESIGNATED BELOW
(A stock insurance company herein called the company)

[X] Continental Casualty Company
[ ] National Fire Insurance Company of Hartford
[ ] American Casualty Company of Reading, Pa
[ ] Transportation Insurance Company
[ ] Transcontinental Insurance Company
[ ] Valley Forge Insurance Company

Item

1.

PRODUCER NO.	BRANCH	PREFIX	POLICY NUMBER
013789	620	GL	6042909113

NAMED INSURED & ADDRESS
(Number & Street, Town, County, State & Zip Code)
NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
BUREAU OF REAL ESTATE INSURANCE
1 WEST STREET
MINEOLA, NY 11501
NAMED INSURED IS:

[ ] INDIVIDUAL [ ] PARTNERSHIP [ ] CORPORATION
[ ] JOINT VENTURE [X] OTHER GOVERNMENTAL ENTITY

2. Policy Period: From: 07/01/2016 To: 10/01/2016
This Policy becomes effective and expires at 12:01 a.m.
Standard Time at Your Mailing Address Shown Above

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS CONTAINED HEREIN WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED.

3. AUDIT PERIOD IS ANNUAL UNLESS OTHERWISE STATED.

4.
DESIGNATION OF CONTRACTOR: WELSBACH ELECTRIC CORP. OF L.I.
MAILING ADDRESS: 300 NEWTOWN ROAD, PLAINVIEW, NY 11803
LOCATION OF COVERED OPERATIONS: THE COUNTY OF NASSAU, NY
DESCRIPTION: WEC JOB#323-NASSAU COUNTY TRAFFIC SIGNAL SYSTEM OPERATIONS PHASE IV-CONTRACT#H62000-03E-PIN#0760.81

5. LIMITS OF INSURANCE
AGGREGATE LIMIT $ 3,000,000
EACH OCCURRENCE LIMIT $ 2,500,000

6.

Classification	Code No.	Premium Base	Rate per $1,000 of cost	Advance Premium
CONSTRUCTION OPERATION – CONTRACTORS (NOT RAILROADS) EXCLUDING OPERATIONS ON BOARD SHIPS	16291	$2,449,500	FLAT	INCLUDED
			TRIA	INCLUDED

7. PREMIUM FOR THIS COVERAGE PART Premium payable at inception: $ INCLUDED

8. ENDORSEMENTS AND FORMS APPLICABLE AT TIME OF ISSUANCE: PREMIUM:
IL 0023(04/98) – Broad Form Nuclear Energy Exclusion
CG0009 04/13, CG2170 01/15, CG2604 07/11, CG2636 12/93, CG2804 10/93,
CG2867 01/11, CG2951 12/07, CG2988 10/93, CG3168 12/04, CG3345 12/05,
CG3353 05/14, CG0105 12/01, IL0017 11/98, IL0185 07/02, G43316C, G39543A

9. THESE DECLARATIONS AND THE GENERAL DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned: ______________________ By: ______________________
Date Authorized Agent

Thomas F. Motamed
Chairman of the Board

Jonathan Kantor
Secretary

G-65176-A
(ED 01/86)

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM – COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" and arises out of:

(a) Operations performed for you by the "contractor" at the location specified in the Declarations; or

(b) Your acts or omissions in connection with the general supervision of such operations;

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract," reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage," provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Work Completed Or Put To Intended Use

"Bodily injury" or "property damage" which occurs after the earlier of the following times:

(1) When all "work" on the project (other than service, maintenance or repairs) to be performed for you by the "contractor" at the site of the covered operations has been completed; or

(2) When that portion of the "contractor's" "work," out of which the injury or damage arises, has been put to its intended use by any person or organization, other than another contractor or subcontractor working directly or indirectly for the "contractor" or as part of the same project.

d. Acts Or Omissions By You And Your Employees

"Bodily injury" or "property damage" arising out of your, or your "employees," acts or omissions other than general supervision of "work" performed for you by the "contractor."

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

f. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

g. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Property loaned to you;

(3) Personal property in the care, custody or control of the insured; or

(4) "Work" performed for you by the "contractor."

h. War

"Bodily injury" or "property damage," however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

i. Mobile Equipment

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by or on behalf of any insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire."

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

k. **Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "work" performed for you by the "contractor"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "work" performed for you by the "contractor."

l. **Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury."

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit," we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit."

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I – Coverages – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to their duties as partners or members of a joint venture.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to their duties as members of a limited liability company. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

a. Any person (other than your "employee") or any organization while acting as your real estate manager.

b. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits."

2. The Aggregate Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage."

3. Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage" arising out of any one "occurrence."

If you designate more than one project in the Declarations, the Aggregate Limit shall apply separately to each project.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Cancellation

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured and the "contractor" written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notices to the first Named Insured's and the "contractor's" last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this policy is cancelled, we will send the "contractor" any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. Changes

This policy contains all the agreements between you, the "contractor" and us concerning the insurance afforded. The first Named Insured shown in the Declarations and the "contractor" are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

4. Duties In The Event Of Occurrence, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence."

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Examination Of Your Books And Records

We may examine and audit your books and records as well as the "contractor's" books and records as they relate to this policy at any time during the policy period and up to three years afterward.

6. Inspections And Surveys

a. We have the right to:

(1) Make inspections and surveys at any time;

(2) Give you reports on the conditions we find; and

(3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes or standards.

c. Paragraphs **a.** and **b.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

d. Paragraph **b.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

7. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

8. Other Insurance

The insurance afforded by this Coverage Part is primary insurance and we will not seek contribution from any other insurance available to you unless the other insurance is provided by a contractor other than the designated "contractor" for the same operation and job location designated in the Declarations. Then we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

9. Premiums

The "contractor":

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

10. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor." The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the "contractor."

c. The "contractor" must keep records of the information we need for premium computation, and send us copies at such times as we may request.

11. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

12. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment."
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Contractor" means the contractor designated in the Declarations.
4. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."
5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
6. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
7. "Impaired property" means tangible property, other than work performed for you, that cannot be used or is less useful because:
   a. It incorporates work performed for you that is known or thought to be defective, deficient, inadequate or dangerous; or
   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by the repair, replacement, adjustment or removal of the work performed for you or your fulfilling the terms of the contract or agreement.
8. "Insured contract" means:
   a. A lease of premises;
   b. A sidetrack agreement;
   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
   e. An elevator maintenance agreement.
9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."
10. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
    b. Vehicles maintained for use solely on or next to premises you own or rent;
    c. Vehicles that travel on crawler treads;
    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
       (1) Power cranes, shovels, loaders, diggers or drills; or
       (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
    e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
       (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
       (2) Cherry pickers and similar devices used to raise or lower workers;
    f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos."

11. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

12. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

13. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

14. "Suit" means a civil proceeding, brought in the United States of America (including its territories and possessions), Puerto Rico or Canada, in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

15. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

16. "Work" includes materials, parts or equipment furnished in connection with the operations.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:

   A. Under any Liability Coverage, to "bodily injury" or "property damage":

      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

      (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

      (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

      (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

      (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

   "Hazardous properties" includes radioactive, toxic or explosive properties.

   "Nuclear material" means "source material", "Special nuclear material" or "by-product material".

   "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

   "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

   "Waste" means any waste material **(a)** containing "by-product material" other than the tailings or

wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

PREMIUM ENDORSEMENT

IT IS AGREED THE PREMIUM FOR THIS POLICY IS INCLUDED IN THE PREMIUM UNDER POLICY GL 4025756461 ISSUED TO EMCOR GROUP, INC.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed	
ENDT. NO.	POLICY NO.
1	GL 6042909113

Complete Only When This Endorsement Is Not Prepared With the Policy Or Is Not to be Effective with the Policy	
ISSUED TO:	EFFECTIVE DATE OF THIS ENDORSEMENT

CNA

Countersigned by ______________________
Authorized Representative

MRC/M11GA16

G-39543A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2., Exclusions** of **Coverages – Bodily Injury And Property Damage Liability (Section I – Coverages)**:

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

- **(a)** Refusal to employ that person;
- **(b)** Termination of that person's employment; or
- **(c)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a)**, **(b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

POLICY NUMBER: GL 6042909113
ENDT. NO. 3

COMMERCIAL GENERAL LIABILITY
CG 29 88 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: EMCOR GROUP, INC. / WELSBACH ELECTRIC CORP. OF L.I.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations.
This waiver applies only to the person or organization shown in the Schedule above.

CNA

POLICY NUMBER: GL 6042909113
ENDT. NO. 4

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE FORM
FARM COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK
POLLUTION LIABILITY COVERAGE FORM

This insurance does not apply to:

(1) "Bodily Injury", "property damage", or "personal and advertising injury" arising out of the actual, alleged or threatened exposure at any time to asbestos; or

(2) Any loss, cost or expense that may be awarded or incurred:

(a) by reason of a claim or "suit" for any such injury or damage; or

(b) in complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of asbestos.

Asbestos means the mineral in any form whether or not the asbestos was at any time:

(1) airborne as a fiber, particle or dust;
(2) contained in or, formed a part of a product, structure or other real or personal property;
(3) carried on clothing;
(4) inhaled or ingested; or
(5) transmitted by any other means.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

A. This insurance does not apply to "bodily injury" or "property damage" arising out of, caused by, or attributable to, whether in whole or in part, the following:

   1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system.

B. The following definition is added to **Section V – Definitions:**

"Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

   1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;

   2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;

   3. A reinforced or unreinforced base coat;

   4. A finish coat providing surface texture to which color may be added; and

   5. Any flashing, caulking or sealant used with the system for any purpose.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Exclusion **2.l.** of **Section I – Coverages – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

l. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury."

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

A. Paragraph **1. Insuring Agreement** of **Section I – Coverages** is replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" and arises out of:

(a) Operations performed for you by the "contractor" at the location specified in the Declarations; or

(b) Your acts or omissions in connection with the general supervision of such operations;

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily Injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily Injury."

B. The following is added as Paragraph **e.** to **Duties In The Event Of Occurrence, Claim Or Suit** under Paragraph **4.** of **Section IV – Conditions:**

e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

C. Paragraph **6. Inspections And Surveys** of **Section IV – Conditions** is replaced by the following:

6. Inspections And Surveys

a. We have the right to:

(1) Make inspections and surveys at any time;

(2) Give you reports on the conditions we find; and

(3) Recommend changes.

b. We are not obligated to make inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes or standards.

c. Paragraphs **a.** and **b.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

d. Paragraph **b.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

D. Paragraph **7. Legal Action Against Us** of **Section IV – Conditions** is replaced by the following:

7. Legal Action Against Us

a. Except as provided in Paragraph **b.**, no person or organization has a right under this Coverage Part:

(1) To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

(2) To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an Insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

b. With respect to "bodily Injury" and if provided by endorsement, "personal injury" claims, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

(1) Brings an action to declare the rights of the parties under the policy; and

(2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

E. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as required under this Coverage Part shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

F. When **CG 28 07**, Principals Protective Liability Coverage endorsement, is attached to an Owners And Contractors Protective Liability Coverage Form, the definition of "loading and unloading" in Paragraph **D.2.** of that endorsement does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES - TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY COVERAGE FORM

The following Condition is added to CONDITIONS (Section **IV**):

Transfer of Duties When a Limit of Insurance Is Used Up.

a. If we conclude that, based on "occurrences," claims or "suits" which have been reported to us and to which this insurance may apply, the Aggregate Limit or the Each Occurrence Limit is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.

b. When a limit of insurance described in paragraph **a.** above has actually been used up in the payment of judgments or settlements:

(1) We will notify the first Named Insured, in writing, as soon as practicable, that:

(a) Such a limit has actually been used up; and

(b) Our duty to defend "suits" seeking damages subject to that limit has also ended.

(2) We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and "suits."

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "suit" is reported to us after that limit of insurance has been used up.

(3) The first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.

c. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph **b.(2)** above.

The duty of the first Named Insured to reimburse us will begin on:

(1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph **a.** above; or

(2) The date on which we sent notice in accordance with paragraph **b.(1)** above, if we did not send notice in accordance with paragraph **a.** above.

d. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY

A. Paragraphs **a.**, **b.**, **c.** and **e.** of the **Cancellation** Condition are replaced by the following:

a. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

b. Cancellation Of Policies In Effect:

(1) 60 Days Or Less

We may cancel this policy by mailing or delivering to the first Named Insured and the "contractor" written notice of cancellation at least:

(a) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph **(b)** below.

(b) 15 days before the effective date of cancellation if we cancel for any of the following reasons:

(i) Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform the first Named Insured and the "contractor" of the amount due;

(ii) Conviction of a crime arising out of acts increasing the hazard insured against;

(iii) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;

(iv) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;

(v) Material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(vi) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public; or

(vii) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code.

(2) **For More Than 60 Days**

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel this policy only for any of the reasons listed in Paragraph **(1)(b)** above, provided:

(a) We mail the first Named Insured and the "contractor" written notice at least 15 days before the effective date of cancellation; and

(b) If we cancel for nonpayment of premium, our notice of cancellation informs the first Named Insured and the "contractor" of the amount due.

c. We will mail or deliver our notice including the reason to the first Named Insured and the "contractor" at the respective addresses shown in the policy and the authorized agent or broker.

e. If this policy is cancelled, we will send the "contractor" any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or $60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the **Cancellation** Condition:

If one of the reasons for cancellation in Paragraph **A.b.(1)(b)** exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

C. The following Conditions are added and supersede any other provisions to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will send notice as provided in Paragraph **C.3.** below.

2. Conditional Renewal

If we condition renewal of this policy upon:

a. A change of limits;

b. A change in type of coverage;

c. A reduction of coverage;

d. An increased deductible;

e. An addition of exclusion;

f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph **C.3.** below.

3. Notices Of Nonrenewal And Conditional Renewal

a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **C.1.** and **C.2.** above, we will mail or deliver written notice to the first Named Insured shown in the Declarations and the "contractor" at least 60 but not more than 120 days before:

(1) The expiration date; or

(2) The anniversary date if this is a continuous policy.

b. Notice, including the specific reason(s) for nonrenewal or conditional renewal, the amount of any premium increase (for conditional renewal) and a description of any other changes, will be mailed or delivered to the first Named Insured and the "contractor" at the respective addresses shown in the policy and the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. We will not send you notice of non-renewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.

d. If we send the first Named Insured or the "contractor" an incomplete or late conditional renewal notice or a late nonrenewal notice:

(1) As provided for in Paragraph **C.3.** above, and if notice is provided prior to the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60-day period, has replaced the coverage or elects to cancel sooner;

(2) And if the notice is provided on or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another required policy period at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional required policy period, has replaced the coverage or elects to cancel sooner.

e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:

(1) Upon expiration of the 60-day period unless Subparagraph **(2)** below applies; or

(2) Notwithstanding the provisions in Paragraphs **d.(1)** and **d.(2)**, as of the renewal date of the policy if the conditional renewal notice was sent at least 30 days prior to the expiration or anniversary date of the policy.

f. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph **C.3.d.** above.

g. The last sentence of Limits of Insurance does not apply when the policy period is extended because we sent the first Named Insured or the "contractor" an incomplete or late conditional renewal notice or a late nonrenewal notice.

POLICY NUMBER: GL 6042909113
ENDT. NO. 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK

A. For policies with fixed terms in excess of one year, or policies with no stated expiration date, except as provided in paragraph **B.**, the following applies:

The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. On each renewal or continuation of this policy, we will compute the premium in accordance with our rates and rules then in effect.

B. For policies with fixed terms in excess of one year, where premium is computed and paid annually, the following applies:

1. The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. Such rates and rules will be used to calculate the premium at each anniversary, for the entire term of the policy, unless the specific reasons described in paragraphs **2.** or **3.** apply.
2. The premium will be computed based on the rates and rules in effect on the anniversary date of the policy only when, subsequent to the inception of the current policy period, one or more of the following occurs:
   a. After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and that occurred subsequent to inception of the current policy period;
   b. A material physical change in the property insured, occurring after issuance or last anniversary renewal date of the policy, causes the property to become uninsurable in accordance with underwriting standards in effect at the time the policy was issued or last renewed; or
   c. A material change in the nature or extent of the risk, occurring after issuance or last anniversary renewal date of the policy, which causes the risk of "loss" to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed.
3. If, subsequent to the inception of the current policy period, the Limit of Insurance is increased, or Additional Coverages or Causes of Loss are insured, the rate and rules in effect at the time of the change will be applied to calculate the premium and will continue to apply to the change at subsequent anniversary dates.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – NON-BINDING ARBITRATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

If we and the insured do not agree whether coverage is provided under this Coverage Part for a claim made against the insured, then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. Any decision agreed to by the arbitrators may be appealed to a court of competent jurisdictions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – PREMIUM AUDIT

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY

A. Paragraph **b.** of the **Premium Audit** Condition **(Section IV – Conditions)** is replaced by the following:

10. Premium Audit

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor". The due date for audit and retrospective premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy. But the audit may be waived if the total annual premium attributable to the auditable exposure base is not reasonably expected to exceed $1500. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the "contractor".

B. Except as provided in Paragraph **A.** above, the **Examination Of Your Books And Records** Condition **(Section IV – Conditions)** continues to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph b. of either the CANCELLATION Condition (Section **IV** – Conditions) or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

FORM OF PERFORMANCE BOND

Bond No. 106516506
82443868

KNOW ALL MEN BY THESE PRESENTS,

that Wolsbach Electric Corp. of L.I., 500 Newtown Road, Plainview NY 11803 (hereinafter called the "Contractor") and Travelers Casualty and Surety Company of America & Federal Insurance Company a corporation created and existing under the laws of the State of CT & IN, and licensed to do business in the State of New York, having its principal office in the city of One Tower Square, Hartford, CT 06183 (TR) & 15 Mountain View Road, Warren, NJ 07059 (FE) (hereinafter called the "Surety"), are held firmly bound unto the COUNTY OF NASSAU, a municipal corporation of the State of New York (hereinafter called the "Owner"), in the full and just sum of

Two Million Four Hundred Forty Eight Thousand Five Hundred and 00/100 Dollars ($2,448,500.00) good and lawful money of the United States of America, to the payment of which said sum of money, well and truly to be made and done, the said Contractor binds themselves (himself, itself), their (his, its) heirs, executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns jointly and severally, firmly by these presents.

Signed, sealed and dated this 15th day of June, 2016

WHEREAS, said Contractor has entered into a certain written contract, bearing even date with these premises with the COUNTY OF NASSAU, for the

Contract No. H62000-03E, Nassau County Traffic Signal System Operations, Phase V, PIN 0760.81

which contract is hereby made a part of this bond as if herein set forth in full.

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that if the said Contractor shall well, truly and faithfully comply with and perform all the terms, covenants and conditions of said contract on their (his, its) part to be kept and performed, according to the true intent and meaning of said contract, and shall protect the said Owner against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said Owner or its officers or agents or which the said Owner may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the manner of doing the same, or the neglect of the said Contractor or his (their, its) agents or servants, or the improper performance of the said work by the said Contractor, or his (their, its) agents or servants, or the infringement of any or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, and

also pay or cause to be paid the wages and compensation for labor performed and services rendered of all persons engaged in the prosecution of the work provided for therein, whether such persons be agents, servants or employees of the contractor, or his (their, its) successors or of any subcontractor or of any assignee thereof, (including all persons so engaged who perform the work of laborers or of mechanics regardless of any contractual relationship between the Contractor, or his (their, its) successors, or assigns, or any subcontractor or any assignee thereof) and such laborers or mechanics, but not including office employees not regularly stationed at the site of the work, and, further, shall pay or cause to be paid all lawful claims of subcontractors and of material men and other third persons arising out of or in connection with said Contract, and the work, labor, services, supplies and material furnished in and about the performance and completion thereof,

then this obligation shall be null and void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner to fully perform and complete the work mentioned and described in said contract and specifications, pursuant to the terms, conditions and covenants thereof, if for any cause, said Contractor fails or neglects to so fully perform and complete said work, and said Surety further agrees to commence said work of completion within twenty days after notice thereof from the Owner, and to complete the same within twenty days from the expiration of the time allowed said Contractor in said contract and specifications for the completion of said work. When the contractor is declared in default by the Commissioner, the Surety Company must honor default notice and immediately progress the work to completion in the same manner as though the contractor were bankrupt or had willfully defaulted.

And the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligations of said Surety and of its successors and assigns, and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the said contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety for itself and its successors and assigns, does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfers, and hereby stipulates and agrees that any and all things done or omitted to be done by and in relation to the executors, administrators, successors, assignees, subcontractors and other transferee of the Contract shall have the same effect as to said Surety and its successors and assigns, as though done or omitted to be done by and in relation to said Contractor.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his (their, its) hand and seal and the said Surety has caused this instrument to be signed by its duly authorized officer (s) or representative (s), and its corporate seal to be hereunto affixed, the day and year first above written.

Welsbach Electric Corp. of L.I.
Contractor

by ______________________ (L.S.) (Corporate seal of Contractor if a corporation)

by ______________________ (L.S.)

Title

by ______________________ (L.S.)

Title

Travelers Casualty and Surety Company of America
& Federal Insurance Company

Surety

by ______________________ (L.S.)
Title of Officer
Rita Sagistano, Attorney-in-Fact

Witness:
XXXXXX: ______________________ (L.S.) (Corporate seal of Surety)
XXXXXXXXXXXXXXXXX

APPROVED AS PER CHARTER:

____
Deputy County Attorney

(Acknowledgment by Contractor if a corporation)

STATE OF New York)

ss.:

COUNTY OF Nassau)

On this 20th day of June, 20 16, before me personally came Joseph P. Fumo to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] the Welsbach Electric Corp. of L.I. the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096716
Qualified in Suffolk County
Commission Expires August 4, 2019

(Acknowledgment by Contractor if a partnership)

STATE OF ________)

ss.:

COUNTY OF ________)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF ________)

ss.:

COUNTY OF ________)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Notary Public

(Acknowledgment by Surety Company)

STATE OF New York)

ss.:

COUNTY OF Nassau)

On this 16th day of June , 2016 , before personally came Rita Sagistano to me known, who being by me duly sworn, did depose and say that he resides in Nassau County, New York

that he is the Attorney-In-Fact of the Travelers Casualty and Surety Company of America & Federal Insurance Company the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said DonnaMarie A. Kissane further said that he is acquainted with Rita Sagistano and knows him to be the Attorney-In-Fact of said company; that the signature of the said Rita Sagistano subscribed to the within instrument is in the genuine handwriting of the said Rita Sagistano and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said DonnaMarie A. Kissane

DonnaMarie A. Kissane
Notary Public

DONNAMARIE A KISSANE
Notary Public, State of New York
No. 01KI6297783
Qualified in Nassau County
Commission Expires March 3, 2018

POWER OF ATTORNEY

FINANCIAL STATEMENT

NO TEXT ON THIS PAGE

Chubb Surety	POWER OF ATTORNEY	Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company	Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Thomas Bean, George O. Brewster, Desiree Cerdlin, Colette R. Chisholm, Susan Lupski, Gerard S. Macholz, Camille Maitland, Robert T. Pearson, Nelly Renchiwich, Rita Sagistano, Vincent Walsh and Mia Woo-Warren of Uniondale, New York

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 20th day of July, 2015.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this 20th day of July, 2015 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR NOTARY PUBLIC NEW JERSEY

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316585
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

> "Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,

(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and

(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 16th day of June, 2016

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY: Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF ..New York.......... }
COUNTY OF ....Nassau........ } ss

On this ...June 16, 2016................. before me personally came ......Rita Sagistano.............. to me known, who, being by me duly sworn, did depose and say; that he/she resides in ......Nassau County.................. State of ....NY................, that he/she is the Attorney-In-Fact of the ......Federal Insurance Company.................................... the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to ......Federal Insurance Company................................ (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

Donna-Marie A. Kissane
Notary Public

NY acknowledgement

DONNAMARIE A KISSANE
Notary Public, State of New York
No. 01KI6297783
Qualified in Nassau County
Commission Expires March 3, 2018

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2015

(in thousands of dollars)

ASSETS		*LIABILITIES AND SURPLUS TO POLICYHOLDERS*	
Cash and Short Term Investments	$ 587,917	Outstanding Losses and Loss Expenses	$ 12,174,848
United States Government, State and Municipal Bonds	9,544,097	Unearned Premiums	3,726,369
Other Bonds	4,491,252	Dividends Payable to Stockholder	1,400,000
Stocks	692,901	Ceded Reinsurance Premiums Payable	329,694
Other Invested Assets	2,187,839	Provision for Reinsurance	35,560
		Other Liabilities	1,295,093
TOTAL INVESTMENTS	17,503,982	TOTAL LIABILITIES	18,961,860
Investments in Affiliates:			
Chubb Investment Holdings, Inc.	3,679,770	Capital Stock	20,980
Pacific Indemnity Company	2,930,246	Paid-in Surplus	3,106,809
Executive Risk Indemnity Inc.	1,287,144	Unassigned Funds	10,150,916
Chubb Insurance Investment Holdings Ltd.	1,020,850		
CC Canada Holdings Ltd.	590,955		
Great Northern Insurance Company	769,230	SURPLUS TO POLICYHOLDERS	13,278,705
Chubb Insurance Company of Australia Ltd.	404,545		
Vigilant Insurance Company	205,232		
Chubb European Investment Holdings SLP	204,200		
Other Affiliates	566,480		
Premiums Receivable	1,659,749		
Other Assets	1,447,072		
TOTAL ADMITTED ASSETS	$ 32,240,565	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS	$ 32,240,565

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2015, investments with a carrying value of $546,811,273 were deposited with government authorities as required by law.

State, County & City of New York — ss:

Dawn M. Chloros, Assistant Secretary of the Federal Insurance Company being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2015 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2015.

Subscribed and sworn to before me this March 11, 2016.

Jeanette Shipsey
Notary Public

JEANETTE SHIPSEY
Notary Public, State of New York
No. 02SH5074142
Qualified in Nassau County
Commission Expires March 10, 2019

Dawn M. Chloros
Assistant Secretary

Form 15-10-0318A (Rev. 9/00)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CT. 06183

ATTORNEY-IN-FACT JUSTIFICATION
PRINCIPAL'S ACKNOWLEDGMENT — IF A CORPORATION

State of New York, County of) ss.

On this day of , 20 , before me personally appeared to me known, who, being by me duly sworn, deposes and says: That he/she resides in the City of that he/she is the of , the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

PRINCIPAL'S ACKNOWLEDGMENT — IF INDIVIDUAL OR FIRM

State of New York, County of) ss.

On this day of , 20 , before me personally appeared to me known to be (the individual) (one of the firm of) described in and who executed the within instrument, and he/she thereupon duly acknowledged to me that he/she executed the same (as the act and deed of said firm).

SURETY COMPANY'S ACKNOWLEDGMENT

State of New York, County of Nassau) ss.

On this 16th day of June , 2016 , before me personally appeared Rita Sagistano to me known, who, being by me duly sworn, did depose and say: That he/she resides in the ~~City~~ County of Nassau, NY that he/she is Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal, and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939, constituting chapter 28 of the Consolidating Laws of the State of New York as the Insurance Law as amended, issued to TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law; and that such certificate has not been revoked.

Donnamarie A. Kissane
Notary Public

DONNAMARIE A KISSANE
Notary Public, State of New York
No. 01KI6297753
Qualified in Nassau County
Commission Expires March 3, 2018

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2015
AS FILED WITH THE INSURANCE DEPT. OF THE STATE OF NEW YORK
CAPITAL STOCK $ 6,480,000

ASSETS

CASH AND INVESTED CASH	$ 54,650,581
BONDS	3,400,572,630
STOCKS	249,051,113
INVESTMENT INCOME DUE AND ACCRUED	40,095,720
OTHER INVESTED ASSETS	3,300,675
PREMIUM BALANCES	200,909,813
NET DEFERRED TAX ASSET	45,751,168
REINSURANCE RECOVERABLE	32,532,988
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	11,772,176
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	20,659,492
OTHER ASSETS	9,685,687
TOTAL ASSETS	$ 4,104,903,789

LIABILITIES & SURPLUS

UNEARNED PREMIUMS	$ 852,632,464
LOSSES	725,725,171
LOSS ADJUSTMENT EXPENSES	270,900,106
COMMISSIONS	35,309,914
TAXES, LICENSES AND FEES	11,351,717
OTHER EXPENSES	35,455,687
CURRENT FEDERAL AND FOREIGN INCOME TAXES	10,169,620
REMITTANCES AND ITEMS NOT ALLOCATED	4,905,722
AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	23,259,651
RETROACTIVE REINSURANCE RESERVE ASSUMED	898,144
POLICYHOLDER DIVIDENDS	9,060,181
PROVISION FOR REINSURANCE	3,934,804
ADVANCE PREMIUM	1,572,635
PAYABLE FOR SECURITIES	6,000,000
PAYABLE FOR SECURITIES LENDING	11,772,178
CEDED REINSURANCE NET PREMIUMS PAYABLE	26,036,328
ESCHEAT LIABILITY	634,227
OTHER ACCRUED EXPENSES AND LIABILITIES	1,858,950
TOTAL LIABILITIES	$ 2,061,357,981
CAPITAL STOCK	$ 6,480,000
PAID IN SURPLUS	433,803,780
OTHER SURPLUS	1,663,312,028
TOTAL SURPLUS TO POLICYHOLDERS	$ 2,103,595,789
TOTAL LIABILITIES & SURPLUS	$ 4,164,903,769

Securities carried at $7,695,538 in the above statement are deposited with public authorities, as required by law.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

POWER OF ATTORNEY

TRAVELERS

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229701

Certificate No. 006740784

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas Bean, Rita Sagistano, Gerard S. Macholz, Susan Lupski, Robert T. Pearson, Camille McCand, George O. Brewster, Colette R. Chisholm, Vincent A. Walsh, Lee Ferrucci, Desiree Cardillo, Nelly Renchiwich, and Mia Woo-Warren

of the City of Uniondale, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of April 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

1982 · 1977 · INCORPORATED 1951 · CORPORATE SEAL · CORPORATE SEAL · HARTFORD CONN. · HARTFORD CONN. · INCORPORATED 1896

State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 21st day of April 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault

Marie C. Tetreault, Notary Public

58440-5-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of June, 20 16

Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CERTIFICATE OF SOLVENCY

NO TEXT ON THIS PAGE

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK

DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

Travelers Casualty and Surety Company of America

Of Hartford, Connecticut

a corporation organized under the laws of the State of Connecticut and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $2,232,075,875 (Capital $6,480,000) as is shown by its sworn financial statement for the first quarter ending March 31, 2016 on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have

unto set my hand and affixed

official seal of this Department
in the City of Albany, this

18th day of May, 2016.

Maria T. Vullo
Acting Superintendent

By Jacqueline Catalfamo

Jacqueline Catalfamo
Special Deputy Superintendent

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK

DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

FEDERAL INSURANCE COMPANY

Of Indianapolis, Indiana

a corporation organized under the laws of the State of Indiana and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $13,278,704,754(Capital $20,980,068) as is shown by its sworn financial statement for the year ending December 31, 2015 on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

NEW YORK STATE • DEPARTMENT OF FINANCIAL SERVICES

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department in the City of Albany, this 15th day of April, 2016.

Maria T. Vullo
Acting Superintendent

By Jacqueline Catalfamo

Jacqueline Catalfamo
Special Deputy Superintendent

LABOR AND MATERIAL PAYMENT BOND

FORM OF LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that Welsbach Electric Corp. of L.I. 300 Newtown Road, Plainview, NY 11803 as Principal,
(Here insert the name and address, or legal title, of the Contractor)

hereinafter called Principal, and Travelers Casualty and Surety Company of America & Federal Insurance Company,

a corporation of the State of CT & IN, and licensed to do business in the State of New York, with its home office in One Tower Square, Hartford, CT 06183 (TR) & 15 Mountain View Road, Warren, NJ 07059(FE), as Surety, hereinafter called Surety, are held and firmly bound unto the County of Nassau, as Obligee, here-in-after called Owner, for the use and benefit of claim-ants as herein below defined, in the amount of

Two Million Four Hundred Forty Eight Thousand Five Hundred and 00/100 Dollars ($ 2,448,500.00)
(Here insert a sum equal to the contract price), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated June 13, 2016 entered into a contract with Owner for,
Contract No. H62000-03E, Nassau County Traffic Signal System Operations, Phase V, PIN 0760 61

which contract is by reference made a part hereof, and is hereafter referred to as the CONTRACT.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the CONTRACT, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the CONTRACT.
2. The above named Principal, and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such

claimant, may sue on this bond for the use of such claimant in the name of the Owner, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Owner shall not be liable for the payment of any cost or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant.
   a. Unless claimant shall have given written notice to the following: Principal, the Owner, and the Surety above named, within ninety(90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Owner and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
   b. After the expiration of one (1) year following the date on which Principal ceased work on said CONTRACT.
   c. Other than in a court of competent jurisdiction in and for the County of Nassau.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 18th day of June, 2019

Welsbach Electric Corp of L.I.
Contractor

by ____________________ (L.S.) (Corporate seal of Contractor Title if a corporation)

by ____________________ (L.S.)

Title

Travelers Casualty and Surety Company of America & Federal Insurance Company

Surety

by ____________________ (L.S.)
Title of Officer Rita Sagistano Attorney-in-Fact

Witness:
XXXXXX: ____________________ (L.S.) (Corporate seal of Surety)
XXXXXXXXXXXXXXXX

APPROVED AS PER CHARTER:

____
Deputy County Attorney

(Acknowledgment by Contractor if a corporation)

STATE OF New York)

SS.:

COUNTY OF Nassau)

On this 20th day of June, 20 16, before me personally came Joseph P. Fiorio to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the President of the Welsbach Electric Corp. of L.I. the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

DARLENE KUMMER
Notary Public, State of New York
No. 01KU6096716
Qualified In Suffolk County
Commission Expires August 4, 2019

(Acknowledgment by Contractor if a partnership)

STATE OF ____________)

SS.:

COUNTY OF ____________)

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF ____________)

SS.:)

COUNTY OF ____________)

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Notary Public

(Acknowledgment by Surety Company)

STATE OF New York)

ss.:

COUNTY OF Nassau)

On this 16th day of June , 2016 , before me personally came Rita Sagistano to me known, who being by me duly sworn, did depose and say that he resides in Nassau County, New York

that he is the Attorney-in-Fact of the Travelers Casualty and Surety Company of America & Federal Insurance Company the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Rita Sagistano further said that he is acquainted with DonnaMarie A. Kissane and knows him to be the Attorney-in-Fact of said company; that the signature of the said Rita Sagistano and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said DonnaMarie A. Kissane

DonnaMarie A. Kissane
Notary Public

DONNAMARIE A KISSANE
Notary Public, State of New York
No. 01KI6297783
Qualified in Nassau County
Commission Expires March 3, 2018

POWER OF ATTORNEY

FINANCIAL STATEMENT

NO TEXT ON THIS PAGE

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229701

Certificate No. 006740785

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas Bean, Rita Sagistano, Gerard S. Macholz, Susan Lupski, Robert T. Pearson, Camille Maitland, George O. Brewster, Colette R. Chisholm, Vincent A. Walsh, Lee Ferrucci, Desiree Cardlin, Nelly Reochiwich, and Mia Woo-Warren

of the City of Uniondale, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of April, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

1982   1977   1951   SEAL   SEAL   HARTFORD, CONN.   HARTFORD, CONN.   1896

State of Connecticut
City of Hartford ss.

By: *[signature]*
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

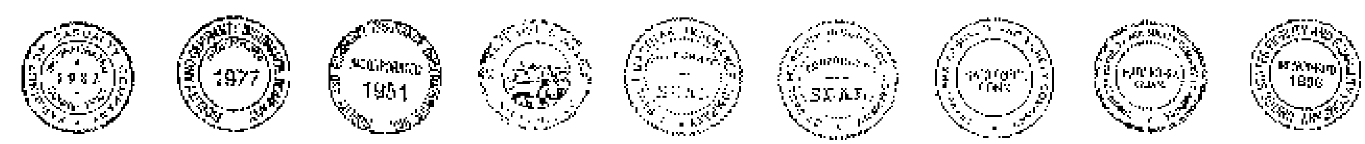
FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this **16th** day of **June**, 20 **16**

Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Chubb Surety | POWER OF ATTORNEY | Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company | Attn: Surety Department | 15 Mountain View Road | Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Thomas Bean, George O. Brewster, Desiree Cardlin, Colette R. Chisholm, Susan Lupski, Gerard S. Macholz, Camille Maitland, Robert T. Pearson, Nelly Renchiwich, Rita Sagistano, Vincent Walsh and Mia Woo-Warren of Uniondale, New York --

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 20th day of **July, 2015.**

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss

County of Somerset

On this 20th day of **July, 2015** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 16th day of June, 2016

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF ...New York.........
COUNTY OF ...Nassau........ } ss

On this ...June 16, 2016......................, before me personally came ....Rita Sagistano............................ to me known, who, being by me duly sworn, did depose and say; that he/she resides in ......Nassau County.........................., State of ....NY..................., that he/she is the Attorney-in-Fact of the ......Federal Insurance Company.. the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to ......Federal Insurance Company.................................. (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such certificate has not been revoked.

DonnaMarie A. Kissane
Notary Public

NY acknowledgment

DONNAMARIE A KISSANE
Notary Public, State of New York
No. 01KI6297783
Qualified in Nassau County
Commission Expires March 3, 2018

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CT. 06183

ATTORNEY-IN-FACT JUSTIFICATION
PRINCIPAL'S ACKNOWLEDGMENT — IF A CORPORATION

State of New York, County of } ss.

On this day of , 20 , before me personally appeared to me known, who, being by me duly sworn, deposes and says: That he/she resides in the City of ; that he/she is the of , the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

PRINCIPAL'S ACKNOWLEDGMENT — IF INDIVIDUAL OR FIRM

State of New York, County of } ss.

On this day of , 20 , before me personally appeared known to be (the individual) (one of the firm of) described in and who executed the within instrument, and he/she thereupon duly acknowledged to me that he/she executed the same (as the act and deed of said firm).

SURETY COMPANY'S ACKNOWLEDGMENT

State of New York, County of Nassau } ss.

On this 16th day of June , 2016 , before me personally appeared Rita Sagistano to me known, who, being by me duly sworn, did depose and say: That he/she resides in the County of Nassau, NY ; that he/she is Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939, constituting chapter 28 of the Consolidated Laws of the State of New York as the Insurance Law as amended, issued to TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guaranties, and other obligations required or permitted by law, and that such certificate has not been revoked.

Donnamarie A. Kissane
Notary Public

DONNAMARIE A KISSANE
Notary Public, State of New York
No. 01KI6297783
Qualified in Nassau County
Commission Expires March 3, 2018

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2015
AS FILED WITH THE INSURANCE DEPT. OF THE STATE OF NEW YORK
CAPITAL STOCK $ 6,480,000

ASSETS	
CASH AND INVESTED CASH	$ 64,550,901
BONDS	3,500,572,688
STOCKS	245,907,111
INVESTMENT INCOME DUE AND ACCRUED	43,905,720
OTHER INVESTED ASSETS	6,050,976
PREMIUM BALANCES	204,659,812
NET DEFERRED TAX ASSET	55,751,196
REINSURANCE RECOVERABLE	22,537,580
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	11,772,179
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	29,859,493
OTHER ASSETS	5,885,597
TOTAL ASSETS	$ 4,104,803,769

LIABILITIES & SURPLUS	
UNEARNED PREMIUMS	$ 892,613,464
LOSSES	735,775,471
LOSS ADJUSTMENT EXPENSES	278,930,106
COMMISSIONS	85,398,814
TAXES, LICENSES AND FEES	11,391,717
OTHER EXPENSES	39,405,567
CURRENT FEDERAL AND FOREIGN INCOME TAXES	15,163,820
REMITTANCES AND ITEMS NOT ALLOCATED	4,955,722
AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	33,950,553
RETROACTIVE REINSURANCE RESERVE ASSUMED	889,144
POLICYHOLDER DIVIDENDS	9,590,161
PROVISION FOR REINSURANCE	3,534,004
ADVANCE PREMIUM	1,572,635
PAYABLE FOR SECURITIES	8,000,000
PAYABLE FOR SECURITIES LENDING	11,772,179
CEDED REINSURANCE NET PREMIUMS PAYABLE	28,035,328
ESCHEAT LIABILITY	684,927
OTHER ACCRUED EXPENSES AND LIABILITIES	1,858,530
TOTAL LIABILITIES	$ 2,001,307,941
CAPITAL STOCK	$ 6,480,000
PAID IN SURPLUS	433,803,700
OTHER SURPLUS	1,663,312,026
TOTAL SURPLUS TO POLICYHOLDERS	$ 2,103,525,769
TOTAL LIABILITIES & SURPLUS	$ 4,104,803,769

Securities carried at $7,695,636 in the above statement are deposited with public authorities, as required by law.

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2015

(in thousands of dollars)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments	$ 687,517	Outstanding Losses and Loss Expenses	$ 12,174,948
United States Government, State and Municipal Bonds	9,544,097	Unearned Premiums	3,726,685
Other Bonds	4,491,258	Dividends Payable to Stockholder	1,400,000
Stocks	592,901	Ceded Reinsurance Premiums Payable	329,697
Other Invested Assets	2,187,599	Provision for Reinsurance	35,550
		Other Liabilities	1,295,085
TOTAL INVESTMENTS	17,503,382	TOTAL LIABILITIES	18,961,965
Investments in Affiliates:			
Chubb Investment Holdings, Inc.	3,679,770	Capital Stock	20,980
Pacific Indemnity Company	2,930,246	Paid-In Surplus	3,105,909
Executive Risk Indemnity Inc.	1,267,144	Unassigned Funds	10,150,916
Chubb Insurance Investment Holdings Ltd.	1,020,650		
CC Canada Holdings Ltd.	590,955	SURPLUS TO POLICYHOLDERS	13,278,705
Great Northern Insurance Company	469,230		
Chubb Insurance Company of Australia Ltd.	404,645		
Vigilant Insurance Company	306,232		
Chubb European Investment Holdings SLP	294,200		
Other Affiliates	566,480		
Premiums Receivable	1,659,749		
Other Assets	1,447,072		
TOTAL ADMITTED ASSETS	$ 32,240,565	TOTAL LIABILITIES AND SURPLUS TO POLICYHOLDERS	$ 32,240,565

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2015, Investments with a carrying value of $546,617,273 were deposited with government authorities as required by law.

State, County & City of New York, — ss:

Dawn M. Chloros, Assistant Secretary of the Federal Insurance Company being duly sworn, deposes and says that the foregoing Statement of Assets, Liabilities and Surplus to Policyholders of said Federal Insurance Company on December 31, 2015 is true and correct and is a true abstract of the Annual Statement of said Company as filed with the Secretary of the Treasury of the United States for the 12 months ending December 31, 2015.

Subscribed and sworn to before me this March 11, 2016.

Jeanette Shipsey
Notary Public

JEANETTE SHIPSEY
Notary Public, State of New York
No. 02SH5074142
Qualified in Nassau County
Commission Expires March 10, 2019

Dawn M. Chloros
Assistant Secretary

Form 15-10-0313A (Rev. 3/16)

CERTIFICATE OF SOLVENCY

NO TEXT ON THIS PAGE

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK

DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

Travelers Casualty and Surety Company of America

Of Hartford, Connecticut

a corporation organized under the laws of the State of Connecticut and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $2,232,075,875 (Capital $6,480,000) as is shown by its sworn financial statement for the first quarter ending March 31, 2016 on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have

unto set my hand and affixed

official seal of this Department
in the City of Albany, this

18th day of May, 2016.

Maria T. Vullo
Acting Superintendent

By Jacqueline Catalfamo

Jacqueline Catalfamo
Special Deputy Superintendent

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK

DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

FEDERAL INSURANCE COMPANY

Of Indianapolis, Indiana

a corporation organized under the laws of the State of Indiana and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $13,278,704,754(Capital $20,980,068) as is shown by its sworn financial statement for the year ending December 31, 2015 on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department in the City of Albany, this 15th day of April, 2016.

Maria T. Vullo
Acting Superintendent

By *Jacqueline Catalfamo*

Jacqueline Catalfamo
Special Deputy Superintendent

NASSAU COUNTY
DEPARTMENT OF PUBLIC WORKS
TRAFFIC MANAGEMENT CENTER

SIGNAL SYSTEM OPERATIONS

DIVISION 1 - GENERAL

1. PURPOSE

The purpose of this specification is to establish the minimum requirements for the operation of the County's traffic signal control computer and the ancillary equipment located at the Traffic Management Center in the DPW Building, Westbury, New York 11590, together with all field communications units and fiber optic modems located throughout Nassau County, and the certification and conditioning of the interconnect cables.

2. CONTRACTOR EXPERIENCE

The proper operation of the Traffic Management Center traffic signal control system is of a critical public safety nature. Prospective bidders must have at least three years of satisfactory maintenance experience and demonstrate management ability in the actual operation and maintenance of a considerable number of types of complex Traffic Control Equipment and Intelligent Transportation Systems.

The prospective bidders or their sub-contractor must have:

a) at least three years extensive experience with time division multiplex systems and modems operating at a BAUD rate of 1550 bits per second with a minimum of 15 telemetry units on a single communications channel.

b) a thorough understanding of the Concurrent M48-080 ULI (Universal Logic Interface), together with actual interface experience at a minimum of three locations.

c) an extensive knowledge of private and public owned traffic control cable plants.

d) extensive knowledge and a minimum of three years experience with traffic control equipment, cabinet wiring, and the interfacing of traffic control equipment with telemetry devices.

e) primary experience maintaining a central traffic signal computer system with a minimum of 350 traffic signals and fifty (50) communications lines.

f) extensive knowledge and experience with fiber optic cable, modems, connectors, and the maintenance of these items.

g) extensive knowledge of Ethernet communications as well as layer three internet protocol communications, Internet protocol (IP) addressing, spanning tree protocols, Ethernet over copper (first mile) protocols, VLans, and network security protocols.

h) contractor must have staff available at all times who are Cisco "Certified".

i) contractor shall be familiar with the following software and operating systems: Windows Server, Microsoft Office Suite, PC Anywhere, Cisco Software, Ipswitch What's-Up Gold, Siemens Tactics, and Actelis MetaAssist.

The primary Contractor will be permitted to issue subcontracts only for Items 1A, 1G, 1H, and 1I of this document, which is the operations / maintenance of the traffic control computer equipment located at the Traffic Management Center, and the repair of units under Item 2. All subcontractors are subject to the approval of the County. All other items of work in this contract must be fulfilled by personnel of the primary Contractor.

It is noted that there are time requirements in this contract for the completion of emergency and maintenance work. It is vitally important that sufficient spare parts are in stock or readily available within 24 hours in order that the Contractor can comply with these time requirements and adequately insure the public safety.

3. AREA OF COVERAGE

The area of coverage for this contract shall include, but not be limited to, all items in this contract under the jurisdiction of the Division of Engineering, Traffic Management.

The County of Nassau reserves the right during the terms of this contract to increase, decrease, or eliminate an item of coverage, and the Contractor is hereby advised that he will receive no additional compensation other than the unit prices as expressed in the contract for such addition or deletion (see Appendix IV).

4. WORK INCLUDED

The work includes the furnishing of all transportation, labor, materials, signs, equipment, parts, tools, and appurtenances required to perform the work in accordance with this specification.

5. DEFINITIONS

The following definitions are in addition to the definitions as described in Article 1 of the Agreement.

a) Commissioner

The Commissioner of Public Works, County of Nassau or a representative of the Office of the Commissioner of Public Works, County of Nassau.

b) Communications Line

Any copper or fiber optic line used to transmit and receive data for a given control zone, including all spares and voice lines associated with the control zone.

c) Computer and Ancillary Equipment

Electronic devices used to supervise the split, offset, and cycle length of traffic signal controllers in systems. The computer and ancillary equipment are located at the Traffic Management Center, Department of Public Works, Division of Engineering, Traffic Management, 1194 Prospect Avenue, Westbury, New York 11590.

d) Controller

The mechanism used to time and control the indications of traffic signals; including the cabinet, terminals, wiring, switches, cabinet relays, auxiliary equipment, and all other parts, except time clocks, detectors, amplifiers, and special timing units.

e) Department

Department of Public Works, Nassau County.

f) Deputy Commissioner

Deputy Commissioner of the Department of Public Works, Division of Engineering.

g) Destination Time Signs

Equipment used to determine travel times along roadways, and then displays the average time to a particular destination. When Destination Time Signs are mentioned in this document, it refers to all related equipment including tag readers.

h) Direct Labor Cost

(As applied to Division 2, Section III, Time and Material) shall be the current New York State prevailing base labor rate schedule for an electronic technician in the

Nassau County area as verified by the New York State Department of Labor plus sixty percent (60%) supplement. This 60% supplement shall cover all fixed, variable, and other direct labor costs of the Contractor. The above 60% supplement shall not change for the duration of this contract. Any changes to the base labor rate during the duration of this contract, shall be verified by the New York State Department of Labor before payment can be made. Supplement percentages for the Subcontractor's personnel will be computed and verified by the Department.

i) Division

Division of Engineering, Department of Public Works, Nassau County

j) Electrically-Operated Traffic Control Devices

All traffic control signals, pedestrian control signals, floodlights, and all other illuminated devices whose maintenance is the responsibility of the Department of Public Works.

k) Fiber Optic Enclosures

Any unit specifically designed and utilized for housing fiber optic splices, whether located at Central or in the field. Fiber optic distribution cabinets and fiber optic splice cases are included in this category.

l) Fiber Optic Modem

A device used as an interface between an electrical signal and a light signal. These units are located at Central and in cabinets in the field.

m) Fiber Optic Splice

A device used to connect one fiber to another permanently. This connection couples light from one component to another with as little loss of optical power as possible, by the precise alignment of the mated fiber core so that nearly all the light is coupled from one fiber across the junction into the other fiber.

n) Field Communication Unit

An electronic device used to receive and transmit messages between the computer and ancillary equipment, and the local traffic signal controller. This unit may be located within the confines of the traffic signal controller cabinet. This unit may be digital (Ethernet) or analog (telemetry).

o) Hourly Rates

(As applied to Division 2, Section III, Time and Material) shall indicate the current direct labor cost for those personnel that modify, construct, remove or install traffic control devices.

p) Incident Management Equipment

Closed circuit television camera system that are used to monitor vehicular movement along roadways within the County. The incident management system is made up of field cameras, digital encoders, decoders, hardware and control equipment.

q) Maintain, Maintaining, Maintenance

These terms shall include in addition to other work specified, the following:

(i) the monthly inspection of all equipment under the "Routine Maintenance and Inspection Program."

(ii) the repair or replacement of any defective or worn-out control device, electrical, electronic, mechanical, or electro/mechanical component or part.

r) Material

(As applied to Division 2, Section III, Time and Material) are those physical components and equipment that are furnished and/or installed. The cost of these materials shall be the net cost to the Contractor, including all discounts. Proof of material and equipment costs shall be submitted to the Engineer for approval prior to payment.

s) Miscellaneous Devices

Devices not included in other categories.

t) Overhead

(As applied to Division 2, Section III, Time and Material) shall include the following expenses of the Contractor and Subcontractor, and shall be deemed to include all other costs other than direct labor cost, material, and profit percentages:

(i) all transportation costs, including vehicles, rental charges, fuel, repair, and incidentals, except Subcontractors' transportation costs and rental charges

(ii) all other equipment except Subcontractors' equipment

(iii) office personnel

(iv) supervision; including transportation

(v) insurance

(vi) office expenses; including light, heat, power, rent, and office equipment

(vii) communications equipment, including phones, internet ant TV.

(viii) travel time; direct labor cost to and from job site

u) Overtime

Overtime paid by the Contractor on emergency time and material work, as ordered by the Division, will be computed for the total labor cost actually paid by the Contractor, and shall be listed separately from other time costs. All overtime shall be verified by the Division.

v) Project Manager

County employee assigned to oversee the operation and administration of this contract.

w) Routine Maintenance

Work items that shall be performed regularly to insure that equipment will continue to operate efficiently and safely.

x) Sensor Station

The location of devices used to measure the volume, speed, and time occupancy of traffic in a particular lane or lanes. When located away from a signalized intersection, the cabinet will contain the appropriate number of amplifiers for the sensors. The cabinet may also contain terminations of the interconnect cable and field communications units.

y) Subcontractor

Any individual, firm, or corporation to whom the Contractor, with the written consent of the Department, sublets any part of the contract.

z) Traffic Signal System Contractor

The individual firm or corporation undertaking the execution of the work under the terms of this contract and acting directly or through his, their, or its agents, and employees. This traffic signal system Contractor must be aware that he will be working closely and in cooperation with any Traffic Signal Maintenance Contractor to insure the proper functioning of the signals controlled by the traffic computer.

aa) Traffic Management Center (TMC)

Located in the DPW Building, 1194 Prospect Avenue, Westbury, New York 11590. The traffic control computers and all ancillary equipment including a display wall are located there. All commands, instructions, and reports generated to operate the system are originated from the Traffic Management Center.

bb) Traffic Signal Shop

Located at 1194 Prospect Ave, Westbury New York, 11590. This center is responsible for the operation and maintenance of all County-owned traffic signal installations, and miscellaneous devices operating within Nassau County not covered under this contract.

cc) Traffic Signal Maintenance Contractor

The electrical contractor duly authorized by the County of Nassau to maintain all County-owned traffic signal installations, and miscellaneous devices operating within Nassau County, in accordance with the currently valid contract.

dd) Unscheduled Maintenance

Emergency repairs, which occur as the result of equipment failure or damage, shall include all work required to restore the system or other equipment under the jurisdiction of the Traffic Engineering Unit to its original normal operating condition. All necessary work under this definition will be paid under Section III, Time and Material.

ee) Variable Message Signs

Variable message signs are electronic messages signs mounted over or at the side of the roadway to communicate messages to motorists. These signs are controlled from the Traffic Management Center.

6. APPARENT OMISSIONS

The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed plan concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best workmanship and material shall be used. Work not specified, but involved in the proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described. Interpretation of these specifications shall be made upon that basis. All schedules, directives, and conditions are subject to change by the direction of the Commissioner.

7. NUMBER OF UNITS

The number of units shown in the bid schedule is an estimate of the number expected to be in service on the effective date of the contract. The actual number of units in the service at that time may vary from the estimate.

8. COMMUNICATIONS SERVICE

The Contractor's communication center shall receive and record all calls for service or repair originating from the public and forward all calls for service or repair to the Traffic Management Center for action.

9. CHARGING THE CONTRACTOR FOR WORK PERFORMED BY OTHERS

When the Contractor fails to perform on time in response to calls, this work will be subject to being accomplished by other than the successful bidder of this contract, as so ordered by the Commissioner. All direct and indirect costs and expenses related thereto will be paid by the Contractor, in accordance with the Agreement.

10. EQUIPMENT

During the course of the contract, equipment shall be furnished to the Traffic Management Center for use by Nassau County personnel in the administration of this contract. A list of said equipment will be provided with model numbers/specifications that will be provided to Traffic Management staff within twenty (20) days of the request.

It is expressly understood and agreed that the foregoing bid is the basis for establishing the amount of the bid security on this proposal and includes the following allowance:

> $100,000 for the purchase of computer hardware, computer equipment, software, tools, communication equipment, office equipment, field equipment, apparel and any other incidentals or purchases that may be required as authorized by the project manager. Payments to the Contractor will be strictly on the basis of manufacturer's or supplier's invoices including shipping. Sales tax will not be reimbursed. If the cost of the equipment exceeds the $100,000 allowance, the Contractor will be paid the increase amount based on invoices. The equipment shall be delivered within twenty (20) calendar days after the request is made.

11. REQUIRED EQUIPMENT

a) The Contractor shall provide for each of its full time field maintenance employees assigned to this contract the following equipment for the duration of the contract:

- One (1) Cellular telephone (smartphone)
- One (1) Operations Laptop with mobile charger, wireless LAN communications, and carry case. Laptop computer shall be equal or

greater than Dell Latitude 14 E7450, HP ZBook 14 G2 or approved equivalent including Windows OS and MS Office Professional

5) The Contractor shall provide the following equipment for use by Nassau County Traffic Management Staff for the duration of the contract:

- Three (3) Cellular 4G telephones (smartphones)
- Two (2) 4G Mobile Hotspots
- One (1) 4G USB Cellular Modem
- One (1) 12 Volt Wireless 4G Ethernet Gateway with Service, mobile antennas, cabling and vehicle mount.
- Two (2) Internet Modems from two (2) separate internet service providers each with ten (10) Static IP addresses and each having a minimum of 110 MBPS download / 110 MBPS upload speeds.
- Six (6) HDTV Receivers – from two (2) separate television service providers with mid-level service plans.
- Two (2) TMC Operations Desktop Computers that shall be equal to or greater than Dell Optiplex 9020 SFF, HP ProDesk 600 G1, or approved equivalent. Each with (2) two 24 Inch flat screen monitors, Wireless mouse & keyboard, Windows OS and MS Office Professional.
- One (1) Portable Generator - Honda EU7000iS, Yamaha EF6300iSDE, or approved equivalent. Provided with cover and battery tender.
- One (1) Operations Portable Radio Repeater - Motorola CDR700, Kenwood TKR-750, or approved equivalent. UHF 450-520 Mhz repeater with program software, cables, controller and duplexer.

12. PARTS - CONTRACTOR

For the purpose of repair and maintenance, the Contractor shall furnish all parts as required for use in the operation of the electronic control devices, including complete units or parts, necessary to comply with the terms of this contract. The County of Nassau will not be responsible for furnishing any parts under this contract, except as stated under 21 - SPARE EQUIPMENT - NASSAU COUNTY".

All replacement parts or components shall be new and equal to the original part or component replaced. If the Contractor replaces a defective component or part with anything but the same manufacturer's make, model, quality, etc., he shall first receive permission in writing from the Division. Prior to the start of the project, the contractor shall have in their inventory the equipment listed in Division 2, Appendix V. The inventory equipment listed in Division 2, Appendix V must be maintained for the duration of the contract.

13. CONTRACTOR'S COMMUNICATIONS AND OPERATIONS CENTER

The Contractor shall maintain an Operations Center within the County of Nassau. The center shall include office facilities, complete shop facilities, and storage area to perform the required work under this specification.

required work under this specification.

Upon issuance of the Commence Work Order, the Contractor's Operations Center shall be fully equipped with complete shop facilities, including test equipment for the repair of various types of electronic control equipment.

14. SHOP FACILITY

The Contractor shall have on hand a complete stock of electronic control equipment within the Nassau County limits. This equipment shall be sufficient to insure strict compliance with the requirements of this specification.
The shop facility shall include, in addition to other equipment, the following minimum equipment:

a) A device that emulates the central communication commands with a self contained modem, and provides detector simulation, phase return inputs, and a solid state controller interface. This device attaches to a telemetry unit and exercises the communications, inputs, and outputs.

b) Oscilloscope

c) Analog Voltmeter or equivalent.

d) VOM with audible continuity.

e) One portable Oscilloscope with Dual Channel.

f) Logic State Analyzer

g) Fiber optic splicing equipment (stripper, cleaver, splicer, connectors, etc.).

h) Optical Time Deflection Reflectometer (OTDR) for testing fiber optic cable.

i) Fiber Optic laser test light – to easily identify breaks in fiber cable.

j) Network test set that will test and identify all 8 pairs of Cat 5 or Cat 6 cable

The above equipment shall be functionally operational and loated. The shop facilities shall be available at all times during the business day for inspection by the Department.

15. CONTRACTOR'S PERSONNEL

The Contractor shall maintain a sufficient staff of trained maintenance, modification, field, and bench emergency repair personnel. The maintenance personnel assigned by the Contractor shall be Journeymen Maintenance Electricians, each with a minimum of five years experience in each of the following: in-field troubleshooting, repairs of electrical/electronic traffic signal equipment, telemetry maintenance and operation, Ethernet communications maintenance and operation, and communications cable diagnostics.

At the start of this contract all field maintenance personnel assigned to this contract, shall be certified by the International Municipal Signal Association, Inc. as "Traffic Signal Technician - Level I". In addition, at the start of this contract, the primary maintenance personnel shall be certified as "Traffic Signal Technician - Level II" and "Traffic Signal Electrician - Level II". The certification exams shall be obtained through the I.M.S.A. The Contractor is responsible for any and all fees necessary for the required applications and examinations. The I.M.S.A. shall administer the certification exams. The Contractor shall furnish photocopies of all Certification Documents to the Engineer. Primary maintenance personnel must also have a valid Cisco CCENT certification for the duration of the contract.

The Contractor shall assign two (2) people permanently (primary maintenance personnel) to this contract with qualifications as described above that will work Monday to Friday excluding holidays. The Contractor shall assign at least one (1) additional person, with the same qualifications, to this contract, when any of the following system conditions exist:

a) any three or more noncontiguous communications zones are down (failed).

b) any twenty (20) or more intersections in noncontiguous zones are down (failed).

c) any other conditions deemed an emergency by the County Project Manager.

d) if either of the two (2) permanent personnel are absent. (sick / vacation)

Failure to furnish personnel in a timely manner shall result in a penalty of 1/10th of Items 1A/1B and 2A/2B monthly bid price for each day delay in meeting this requirement.

In addition to the two (2) permanent personnel indicated above, the contractor shall supply one (1) full time (Monday to Friday) apprentice that participates in an approved apprenticeship program.

Work hours: Staff assigned to this contact shall work split shifts in order to cover a twelve (12) hour work day (7 AM to 7 PM). The morning shift shall consist of 7 AM to 4 PM including a 1 hour meal break and the afternoon shift shall consist of 10 AM to 7 PM including a 1 hour meal break.

Personnel shall have sufficiently equipped vehicles assigned to them for exclusive use on this contract. One vehicle shall be equipped with an interior equipment storage shelving system and an aerial bucket with sufficient height to service communications cable, aerial termination boxes (ATB), overhead message signs and traffic surveillance cameras located throughout the system. The second vehicle, a commercial van or cargo style vehicle shall be equipped with an interior equipment storage shelving system, four wheel drive and a class III towing hitch. Both vehicles will be equipped with a minimum of 2,000 watt 12 volt DC to

110 volt AC power inverter, and both vehicles shall have less than 30,000 miles at the commencement of the contract. The apprentice will not be assigned a vehicle, however a vehicle with a class III towing hitch must be available for the apprentice's use in the event it is needed.

Additionally, the Contractor shall assign a Project Manager for supervision, with a minimum of three years experience in the management of traffic signal and traffic computer maintenance. This position is full-time and shall be on duty in the County of Nassau only. The Contractor shall provide adequate supervision, competent in directing the necessary personnel and the required work. Supervisory personnel shall have the authority to act for the Contractor. The names, telephone numbers, and technical experience of these employees shall be submitted to the Project Manager within ten (10) days of the commence work date.

16. DAILY WORK REPORT

The Contractor shall be required to keep a neat, accurate, and up-to-date record of the types and locations of all equipment within the scope of this contract. These records shall be in a format approved by the Division, and shall include, but not be limited to the following:

a) location and number of intersections controlled by electrically operated field communication devices.

b) type and amount of field communication equipment at each intersection, and method of operation.

c) time, date, and details of repairs, replacement, cleaning, etc. by intersection.

d) timing, offset, and program information by intersection and section.

e) complete maintenance history of all equipment in this contract by serial number and intersection.

Daily work reports, provided by the County Project Manager, must be completed and delivered to the Traffic Management Center weekly for record keeping and verification of work completed. All records shall become the property of the County of Nassau

17. WORK ORDERS

All calls for service shall be recorded the daily work report. These work orders shall be in a format approved by the Project Manager, and shall include, but not be limited to the following:

a) location
b) device number

d) date and time Contractor was notified of work
e) person making notification or authorizing work
f) date and time Contractor arrived at scene
g) date and time repair was completed
h) type of malfunction and/or damage found
i) repair of malfunction and/or damage and how it was serviced, etc.
j) serviceman's name

Nassau shall issue consecutive numbered work orders. Delinquent work orders shall not be permitted. After ten days, delinquent work orders shall be deemed just cause to delay any claim for payment until the delinquent work order is complete and forwarded to County.

18. INTERSECTION RECORD CARD

The Traffic Signal Maintenance Contractor (separate contract) maintains the 5" x 8" intersection record card. This record shall remain at the intersection controller cabinet. Under the terms of this contract, the record card shall be kept up to date by indicating the date any device was installed, the date removed for maintenance (scheduled or unscheduled), the work performed at the intersection, and the date reinstalled. A separate record card will also be used for Camera, VMS and Communications HUB cabinets.

19. REPORTS

All work performed in accordance with the terms of this specification shall be tabulated and reported in conjunction with the monthly claim in a form agreeable to the Commissioner.

20. SPARE EQUIPMENT - NASSAU COUNTY

Nassau County will furnish the following spare traffic computer equipment:

a) 10 field communications telemetry units
b) 2 handheld program units
c) 6 Actelis Ethernet field communications units
d) 4 Cisco 8 port Ethernet field switches
e) 2 Cisco 24 port Ethernet field switches
f) 5 Cisco and 5 Coretek optical SFP modules

The Contractor shall maintain the above spare equipment. Upon completion of this contract, the above County-owned equipment shall be returned to the County within fourteen (14) calendar days. This equipment shall be checked out and be certified in working order to the County. Failure to return this equipment in a timely manner and in satisfactory working order shall result in delay of payment of the final claim.
The Contractor shall remove, transport, and return the field communications units to the field locations at no addition cost to Nassau County.

21. WIRING DIAGRAMS

All wiring diagrams pertaining to County-owned equipment, originating either with the equipment manufacturer or the Contractor, are the property of the County and shall be forwarded to the Project Manager at the conclusion of this contract.

22. CLEANLINESS

Upon completion of the work at each location, the Contractor shall remove all remaining material and shall leave the area, which may have been affected by this operation in a neat and orderly condition.

23. COOPERATION

A certain amount of County-owned equipment covered by this specification is installed on poles owned by utility companies. The Contractor shall respect the rights of, and cooperate as fully as possible with these utility companies, other contractors, and all County departments.

24. STANDARDS

New York State Department of Transportation Traffic Signal Standard Specifications including Region 10 special specifications are made a part of this contract.

25. RECOURSE

This contract does not imply that the approved Contractor, following the award of this contract, has the exclusive right or legal recourse to the County for any other similar computer control type contract, or any other traffic signal contract, which includes the computer installation and maintenance work that may be awarded during the life of this contract.

26. VANDALISM

The Contractor at no additional expense to the County shall repair all damage caused by vandalism to equipment maintained under this contract. Payment for vandalism shall be distributed over the items of this contract and included in the bid.

27. SAFETY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

a) all employees on the work site and all other persons who may be affected thereby.

b) all the work and all materials and equipment to be incorporated therein, whether in storage on or off the job site, under the care, custody, or control of the Contractor, or any of his Subcontractors or Sub-subcontractors.

c) other property at the job site or adjacent thereto, including roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall erect and maintain, as required by existing conditions and progress of the work, and or as ordered by the Engineer, all reasonable safeguards for safety and protection, including posting warning signs and other warnings against hazards, in accordance with the New York State Manual of Uniform Traffic Control Devices, promulgating safety regulations and notifying owners and users of adjacent utilities.

When the use or storage of hazardous material or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

All damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

The Contractor shall designate a responsible member of his organization, under the contract, whose duty shall be the prevention of accidents. This person shall be the Contractor's Project Manager, unless otherwise designated in writing by the Contractor to the County.

28. OPERATIONAL UNITS

On the last County working day of the calendar month, one hundred (100%) percent of the field communications units, whether or not they are connected to the central computer, must be operational. If not, this will be justification for delaying payment of the monthly claims until this requirement is met. An operational unit is defined as a field communications unit that is ready and capable of performing all required functions.

29. AERIAL CABLE

The Contractor shall make an annual inspection of all aerial cable. The first inspection shall occur within six (6) months of the commence work date. All reports of such inspections shall be forwarded to the Traffic Management Center with the next monthly claim. Inspection shall include the checking of all connections at all aerial termination boxes

(ATB), checking the integrity of all "in-line" splices, checking the jacket for crazing, splitting, checking, or any other damage. Any tree branches found to be interfering with or affecting the cable shall be removed. The removal of any tree branches shall be considered routine maintenance and shall be completely at the expense of the Contractor.

30. POLE TRANSFERS

All pole transfers whether scheduled or unscheduled will be completed as soon as practical after notification by the Project Manager. No additional payments shall be made for pole transfers if they are completed utilizing either of the personnel assigned to this contract during normal business hours.

31. EQUIPMENT TOWING

As requested by the project manager, contractor vehicles may be requested and utilized to tow field equipment such as portable traffic equipment and cargo trailers.

32. STORM RESPONSE

During the planning stages for an impending storm, the contractor's personnel assigned to this contract will be placed on standby, to maintain a state of readiness in order facilitate a quick response to incidents immediately following the storm. If needed, additional personnel with 4 x 4 vehicles may also be requested to be placed on standby.

32. TRAFFIC SIGNAL BACKUP POWER

At any given time, the contractor must maintain one electrician available to respond with the Traffic Management Emergency Response team. This team will respond to traffic signal power outages and connect back-up generators to restore signal operation.

33. FUNDING

The total value of this contract shall be equal to the amount appropriated in the 2016-2018 approved budget, together with those amounts which shall be appropriated in the approved budgets for the succeeding years, together with any additional appropriation which may be made during the term of this contract for the purpose of this contract.

34. LENGTH OF CONTRACT

The contract term shall be for thirty six (36) months, except as provided for under the paragraph entitled Special Provisions and Conditions, Division 2 page 12.

NASSAU COUNTY
DEPARTMENT OF PUBLIC WORKS
TRAFFIC MANAGEMENT CENTER

COMPUTER AND FIELD COMMUNICATIONS

DIVISION 2 - DETAIL OF ITEMS

SECTION I

Operations and maintenance of all items shall be paid for on the basis of a unit cost per month, multiplied by the number of months of the contract duration to determine the cost of these items.

SECTION II - ITEMS INCLUDED

ITEM 1A - Computer Equipment

The work is comprised of the operations, repair and maintenance of the Legacy traffic control computer and ancillary equipment under the Concurrent product line as well as the New Traffic Management servers under the Dell product line, the Hewlett-Packard video wall servers and ancillary equipment, and various servers and communications equipment related to the Incident Management and Travel Time Signs systems. The contractor will also be responsible to repair/maintain various Cisco equipment including Ethernet switches, as well as copper and fiber optic patch panels.

Contractor shall provide a service/support/maintenance contract with the Activu Corporation for the 10 Mitsubishi video cubes and associated equipment and servers listed in appendix 1. The Activu contract must include, but is not limited to an annual re-lamping, two (2) annual maintenance site visits and technical support. Contractor shall provide a service/support/maintenance contract with Telesta for the traffic surveillance video management system, associated equipment and servers listed in appendix 1.

The above referenced equipment is located in the Traffic Management Center, 1194 Prospect Avenue, Westbury, New York 11590 (see Appendix I).

Contractor shall provide a 36 month information service contract with "Schneider Electric" for their MxVision Weather Sentry software. And a 36 month "Breaking News Network" contract for access to their Desktop News Client and Mobile Device Application.

Any call for maintenance under this Item shall be responded to between the hours of 8 a.m. and 5 p.m., Monday through Friday, excluding holidays. The call will be serviced within two (2) hours on the same day the call is placed. If the call is placed after 3 p.m., it shall be responded to by 8 a.m. the next work day.

ITEM 1B - Ancillary Equipment

Included in Item 1B is the operations, repair and maintenance of all other equipment ancillary to the computer system, including, but not limited to Concurrent, Dell, Cisco, Etherwan and Hewlett Packard product line located in the Traffic Management Center, DPW Building, 1194 Prospect Avenue, Westbury, New York 11590 (see Appendix II), as well as, in field locations (see Appendix III). This equipment shall be maintained under the same requirements established under Item 1A - Computer Equipment. If the equipment under this item is changed, added to, or modified during the course of the contract, the bid price for this item will be adjusted to reflect the change.

All equipment in Items 1A and 1B shall be subjected to a monthly preventive maintenance regimen in order to ensure maximum systems availability. Preventive maintenance shall cover each element of this system with a specific, detailed checklist designed to identify marginal system components so that corrective actions can be taken prior to a failure.

Particular emphasis should be placed upon the repair and return to service of both the central and field modems. The Contractor shall maintain a minimum of six (6) operational 1550 BAUD modems, six (6) operational Actelis Ethernet switches, and six (6) operational Cisco 8 port 2960 Ethernet switches as spares. In addition, the contractor shall maintain an inventory of multiple types of 100Base and 1000Base SFP modules with LC connectors.

Payment for these items shall be inclusive of Item 1A and 1B described. The basis for payment shall be unit cost per month.

ITEM 2A - Field Communications

The work is comprised of the operations, repair, maintenance and operations of field communications units including all internal components and attaching cables to the point of attachment on the terminal strip within the cabinet. Communications units and attaching cables are subject to routine inspection every sixty (60) days and reported on the daily work order form. All "standby" data found in the telemetry units shall be checked and adjusted to meet current timing schedules. Maintenance under this item shall also include the checking of all system sensors to verify communication with the associated signal cabinet. Any sensor loop or amplifier that is found to be malfunctioning shall be reported to the Traffic Management Center for forwarding through Signal Operations at 1194 Prospect Avenue, Westbury to the current Traffic Signal Maintenance Contractor (separate contractor).

- Field telemetry units are usually located at signalized intersections in either pole-mounted or ground-mounted cabinets. These cabinets contain, in addition to the field telemetry units, other equipment used in the timing and controlling of traffic signals. The Contractor shall only be responsible for maintenance and operation of the field telemetry units and its associated cables.

- Ethernet communications units are usually located at signalized intersections, camera cabinets, VMS cabinets and communications HUBS either pole-mounted or ground-mounted. These cabinets contain, in addition to the field telemetry units, other equipment used in the timing and controlling of traffic signals. In traffic signal cabinets, the Contractor shall only be responsible for maintenance and operation of the Ethernet communications units and its associated cables.

The Contractor shall be available between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, excluding all legal Nassau County holidays. These hours of operation may be changed during the life of the contract at the direction of the County. As the beginning of the contract, the contractor shall submit a list of paid holidays to the County project manager for approval.

The Contractor shall respond only to work orders and directives issued from the Traffic Management Center. Response to work orders shall be as follows:

a) all work orders transmitted to the Contractor between the hours of 7 a.m. and 7 p.m. on a normal business day shall require the Contractor to respond to the intersection or intersections within two (2) hours.

b) all work orders transmitted to the Contractor at times other than those specified in Paragraph (a) above, shall require the Contractor to respond to the intersection or intersections on a priority established by the Traffic Control Center as follows: Work orders received prior to 7 a.m. shall require the Contractor to respond by 9 a.m. the same day; Work orders received after 7 p.m. shall require the Contractor to respond commencing no later than 7:00 a.m. the next business day following the transmittal.

All field communications units that have failed or are removed from the field for repairs shall be repaired or replaced within five (5) calendar days.

When a field communications unit is removed from the field location for repairs, the Contractor shall replace the defective unit with a working spare from the contractor's stock or furnished by the County.

All units repaired and returned to service shall operate a minimum of twenty-four (24) hours to fulfill the requirement of a completed repair. If a repaired and returned to service unit fails within twenty-four (24) hours it shall be considered as non-operational and not repaired for the purposes of billing.

Thunderstorms, lightning damage, etc. shall not be justification for failure to fulfill the obligations as specified in the contract.

Maintenance under this item shall also include the synchronization of all communications units not connected to the Traffic Management Center, 2070 controllers (see Appendix V) that have replaced pre-existing controllers, and telemetry units within system control zones in order to maintain system progressions, as well as any other device that the Engineer deems necessary. All communications units operating in standby mode, and all 2070 controllers with no communications shall be checked and resynchronized on a weekly schedule or as ordered by the Project Manager.

In addition, during the course of this contract, it is anticipated that existing field equipment (controller, field communications unit, etc.) that are located at some signalized locations will be replaced under separate contracts with 2070 controllers in order to provide future interconnection with the proposed Central Traffic Computer. The proposed Central Traffic Computer will eventually replace the existing Micro-3 (Legacy) Central Traffic Computer.

Existing timing schedules for the traffic signal controllers at all Nassau County signalized intersections covered under this contract will remain in force and shall be maintained with the 2070 controller, unless modified timings are ordered by the Project Manager.

This item shall maintain all Intelligent Transportation Systems installed in the signal cabinets, auxiliary cabinets or communications HUB cabinets. This equipment includes but is not limited to; system sensor detection loops and amplifiers, blue tooth reader equipment, wi-fi reader equipment, road weather information systems equipment and battery back-up devices.

Maintenance under this item shall include the furnishing and replacement of non-functioning varistors, lightning protection, and line conditioning equipment in place prior to this contract or installed during its life. The Contractor shall be responsible for maintaining lightning protection on all copper communications lines both at Central and field locations covered in this contract.

The fiber optic splice cases associated with the computerized signal system shall be maintained under this item. The work is comprised of the maintenance of the fiber optic splice case (including case resealing), splice trays, copper terminations, associated attaching cables, and related hardware.

The operational inventory for the purposes of billing shall be determined as the number of intersections equipped with operational communications units, whether or not they are connected to the Central Computer, for the entire billing month.

Any intersections without an operational communications unit at any time during a given month shall have its monthly maintenance bid price (Item 2A) deducted from the operational inventory for that month.

Payment for this item shall be all inclusive of Item 2A described. The basis for payment shall be a unit cost per month for each telemetry unit in operation under the jurisdiction of this Division.

ITEM 2B - Field Ethernet Switches

The work is comprised of the operations, repair and maintenance of Ethernet Switches (both local signal and hub locations) including all internal components and associated cables to the patch panel within the cabinet. Ethernet Switches and associated cables are subject to routine inspection every sixty (60) days and reported on the daily work order form. Maintenance under this item shall also include the checking of all system sensors to verify communication with the associated 2070 Controller. Any sensor loop or amplifier that is found to be malfunctioning shall be reported to the Traffic Management Center for forwarding to the Signal Shop for repair.

The Ethernet Switches are usually located at signalized intersections in either pole-mounted or base-mounted cabinets. These cabinets contain, in addition to the Ethernet Switch, other equipment used in the timing and controlling of traffic signals. The Contractor shall only be responsible for the Ethernet Switches, Transceivers, Media Converters, SFP modules, and their associated copper or fiber cables and is not permitted to make any adjustments or repairs to the other equipment in the cabinet.

The Contractor shall be available between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, excluding all legal Nassau County holidays. These hours of operation may be changed during the life of the contract at the direction of the County.

The Contractor shall respond only to work orders and directives issued from the Traffic Management Center. Response to work orders shall be as follows:

a) all work orders transmitted to the Contractor between the hours of 7 a.m. and 5 p.m. on a normal business day shall require the Contractor to respond to the intersection or intersections within two (2) hours.

b) all work orders transmitted to the Contractor at times other than those specified in Paragraph (a) above, shall require the Contractor to respond to the intersection or intersections on a priority established by the Traffic Management Center as follows: Work orders received prior to 7 a.m. shall require the Contractor to respond by 9 a.m. the same day; Work orders received after 7 p.m. shall require the Contractor to respond commencing no later than 7:00 a.m. the next business day following the transmittal.

All Ethernet Switches that have failed or are removed from the field for repairs shall be repaired or replaced within five (5) calendar days.

When an Ethernet Switch is removed from the field location for repairs, the Contractor shall replace the defective unit with a working spare from the stock furnished by the County.

All units repaired and returned to service shall operate a minimum of twenty-four (24) hours to fulfill the requirement of a completed repair. If a repaired and returned to service unit fails within twenty-four (24) hours it shall be considered as non-operational and not repaired for the purposes of billing. An operational unit is one that satisfies all requirements of the respective Specification for the particular Ethernet Switch, Transceiver, or SFP module.

Thunderstorms, lightning damage, etc. shall not be justification for failure to fulfill the obligations as specified in the contract.

Maintenance under this item shall also include the synchronization of all traffic signals not connected to the Traffic Management Center Server (Closed Loop Systems). All units operating remotely with no communication back to the Traffic Management Center shall be checked and resynchronized on a weekly schedule or as ordered by the project manager.

Existing timing schedules for the traffic signal controllers at all Nassau County signalized intersections covered under this contract will remain in force and shall be maintained with the 2070 controller, unless modified timings are ordered by the Engineer.

This item shall maintain all Intelligent Transportation Systems installed in the signal cabinets, auxiliary cabinets or communications HUB cabinets. This equipment includes but is not limited to; system sensor detection loops and amplifiers, blue tooth reader equipment, wi-fi reader equipment, road weather information systems equipment and battery back-up devices.

Maintenance under this item shall include the furnishing and replacement of non-functioning varistors, lightning protection, and line conditioning equipment in place prior to this contract or installed during its life. The Contractor shall be responsible for maintaining lightning protection on all copper communications lines both at Central and field locations covered in this contract.

The fiber optic splice cases associated with the computerized signal system shall be maintained under this item. The work is comprised of the maintenance of the fiber optic splice case (including case resealing), splice trays, copper terminations, associated attaching cables, and related hardware.

The operational inventory for the purposes of billing shall be determined as the number of intersections equipped with operational Ethernet Switches, whether or not they are connected to the Traffic Management Center, for the entire billing month.

Any intersections without an operational Ethernet Switch at any time during a given month shall have its monthly maintenance bid price (Item 2) deducted from the operational inventory for that month.

Payment for this item shall be all inclusive of Item 2A described. The basis for payment shall be a unit cost per month for each Ethernet Switch in operation under the jurisdiction of this Division.

Work that consists of correcting data transmission problems, which may arise on the existing, copper or fiber cable plant during the course of the contract is included as part of section 2A/2B. When elevated signal to noise ratios or other interferences to data transmissions occur, the Contractor shall remove or reduce this interference, by replacing existing devices that have deteriorated or by installing devices such as inductors, capacitors, line amplifiers, etc. or by cleaning and applying a protective coat to cable terminations located in controller, termination, or splice cabinets. The work also consists of correcting optical transmission problems which may arise on the existing fiber optic cable plant during the course of the contract. When elevated line loss conditions occur, the Contractor shall develop an Optical Time Domain Reflectometer (OTDR) trace to identify the problem area. The Contractor shall reduce the line loss by re-splicing existing splice locations, and/or adding, removing, or changing fiber optic signal attenuators, as necessary or as ordered by the Engineer. Payment for this work is included as part of section 2A/2B. Any fiber optic signal attenuators removed shall be returned to the Traffic Management Center.

ITEM 3 – Incident Management Camera Equipment

The work is comprised of the operations, repair and maintenance of the County's Incident Management System including cameras, camera control, camera cabinets, encoders, decoders and associated communications equipment. Approximately 100 Cameras and all associated equipment are subject to routine inspection every ninety (90) days and reported on the daily work order form.

The Incident Management Cameras are usually located at signalized intersections in either cantilever mounted (dome camera) or at the top of a strain pole (top mount) configuration. The camera cabinets contain, in addition to the Ethernet Switch, other equipment used in the conjunction with the operation of the traffic camera.

The Contractor shall be available between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, excluding all legal Nassau County holidays. These hours of operation may be changed during the life of the contract at the direction of the County.

The Contractor shall respond only to work orders or directives issued from the Traffic Management Center. Response to work orders shall be as follows:

a) all work orders transmitted to the Contractor between the hours of 7 a.m. and 7 p.m. on a normal business day shall require the Contractor to respond to the intersection or intersections within two (2) hours.

b) all work orders transmitted to the Contractor at times other than those specified in Paragraph (a) above, shall require the Contractor to respond to the intersection or intersections on a priority established by the Traffic Management Center as follows: Work orders received prior to 7 a.m. shall require the Contractor to respond by 9 a.m. the same day; Work orders received after 7 p.m. shall require the Contractor to respond commencing no later than 7:00 a.m. the next business day following the transmittal.

All cameras that have failed or are removed from the field for repairs shall be repaired or replaced within five (5) calendar days.

All units repaired and returned to service shall operate a minimum of twenty-four (24) hours to fulfill the requirement of a completed repair. If a repaired and returned to service unit fails within twenty-four (24) hours it shall be considered as non-operational and not repaired for the purposes of billing. An operational unit is one that satisfies all requirements of the respective Specification for the particular piece of camera equipment.

ITEM 4 – Travel Time Signs

The work is comprised of the operations, repair and maintenance of the County's Travel Time Sign System including signs, control equipment, cabinets, tag readers, and associated communications equipment. Approximately 12 Travel Time Signs and all associated equipment are subject to routine inspection every ninety (90) days and reported on the daily work order form.

The Travel Time Signs are usually located road-side along the County's major arterials. The Travel Time Sign cabinets contain, in addition to the Ethernet Switch, other equipment used in the conjunction with the operation of the sign system.

The Contractor shall be available between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, excluding all legal Nassau County holidays. These hours of operation may be changed during the life of the contract at the direction of the County.

The Contractor shall respond only to work orders and directives issued from the Traffic Management Center. Response to work orders shall be as follows:

a) all work orders transmitted to the Contractor between the hours of 7 a.m. and 7 p.m. on a normal business day shall require the Contractor to respond to the intersection or intersections within two (2) hours.

b) all work orders transmitted to the Contractor at times other than those specified in Paragraph (a) above, shall require the Contractor to respond to the intersection or intersections on a priority established by the Traffic Management Center as follows: Work orders received prior to 7 a.m. shall require the Contractor to respond by 9 a.m. the same day; Work orders received after 7 p.m. shall require the Contractor to respond commencing no later than 7:00 a.m. the next business day following the transmittal.

All signs that have failed or are removed from the field for repairs shall be repaired or replaced within five (5) calendar days.

All units repaired and returned to service shall operate a minimum of twenty-four (24) hours to fulfill the requirement of a completed repair. If a repaired and returned to service unit fails within twenty-four (24) hours it shall be considered as non-operational and not repaired for the purposes of billing. An operational unit is one that satisfies all requirements of the respective Specification for the particular piece of camera equipment.

ITEM 5 – Variable Message Signs

The work is comprised of the operations, repair and maintenance of the County's Variable Message Signs (VMS) including signs, control equipment, cabinets, sign support structures, and associated communications equipment. Approximately forty (40) Variable Message Signs and all associated equipment are subject to routine inspection every ninety (90) days and reported on the daily work order form.

The VMS are usually located road-side along the County's major arterials. The VMS cabinets contain, in addition to the Ethernet Switch, other equipment used in the conjunction with the operation of the sign system.

The Contractor shall be available between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, excluding all legal Nassau County holidays. These hours of operation may be changed during the life of the contract at the direction of the County.

The Contractor shall respond only to work orders and directives issued from the Traffic Management Center. Response to work orders shall be as follows:

a) all work orders transmitted to the Contractor between the hours of 7 a.m. and 7 p.m. on a normal business day shall require the Contractor to respond to the intersection or intersections within two (2) hours.

b) all work orders transmitted to the Contractor at times other than those specified in Paragraph (a) above, shall require the Contractor to respond to the intersection or intersections on a priority established by the Traffic Management Center as follows: Work orders received prior to 7 a.m. shall require the Contractor to respond by 9 a.m. the same day; Work orders received after 7 p.m. shall require the Contractor to respond commencing no later than 7:00 a.m. the next business day following the transmittal.

All VMS signs that have failed or are removed from the field for repairs shall be repaired or replaced within five (5) calendar days.

All units repaired and returned to service shall operate a minimum of twenty-four (24) hours to fulfill the requirement of a completed repair. If a repaired and returned to service unit fails within twenty-four (24) hours it shall be considered as non-operational and not repaired for the purposes of billing. An operational unit is one that satisfies all requirements of the respective Specification for the particular piece of camera equipment.

ITEM 6 – As Ordered (furnish equipment – force bid)

During the course of this contract $100,000 has been allocated for the purchase of supplies and equipment which will be selected by the County during the course of the contract period. Details regarding this item can be found in Division 1, Section 10.

ITEM 7 – Trailer Mounted VMS Signs

Contractor shall provide four (4) trailer mounted Variable Message Signs for use in conjunction with the Operations of the Traffic Management Center. In the event of planned or un-planned events, these VMS signs will be deployed in order to inform the motoring public of details related to construction, road closures and alternate routes available. Two (2) signs (mid-size) shall be 48 inches high X 96 inches high, and the other two (2) signs (full-size) shall be 78 inches high X 126 inches high. Upon completion of the project, ownership of the 4 signs will be transferred to Nassau County. All four (4) signs shall meet or exceed the following specifications:

- Single Color Display
- LED Full matrix display with message scrolling and scheduling capability
- Solar powered with 110 Volt charging system
- Battery array should operate sign for 20 days without sun/110V charging
- IP cellular network connectivity (including Verizon cellular service fees)
- Remote control access software (must be compatible with AMSIG software)
- Hydraulic Sign Hoist
- Metal battery boxes.
- Handheld operators terminal
- Sign trailer shall be orange in color
- 2 5/16" trailer hitch with the ability to tow trailers in tandem
- All trailer lights must be LED with 7 pin vehicle connector

ITEM 8 – Forklift

Contractor shall provide one (1) sit-down forklift for use in conjunction with Traffic Management field and warehouse operations. Forklift shall meet or exceed the following specifications:

- 4,000 pound lift capacity
- Pneumatic Tires
- Gasoline / Natural Gas internal combustion engine (4 cylinder)
- Power shift transmission
- Mirrors
- Cab roof
- Front and rear work lights

- Steering wheel spinner knob
- Bracket for trailer tow ball

SECTION III - TIME AND MATERIAL

The Contractor as ordered by the Engineer under this Section shall perform installations, modifications, and major repairs. The County reserves the right to furnish any or all materials under Section III, Time and Material.

The County reserves the right to request a written estimate for all installations and modifications. All estimates shall be returned to the Engineer no later than two (2) weeks from the date of the request.

Upon issuance of a work order, the Contractor shall complete the actual field construction within four (4) weeks. Catalog cuts must be provided to the project manager for review and approval prior to purchase or installation of any materials.

The Contractor shall be subject to all the provisions of the Articles in the Agreement of this contract for any incomplete work, and shall be noted accordingly.

PAYMENT - TIME AND MATERIAL

Payment for work performed as directed under this Section shall be on a Time and Material basis. Claims for payment of material furnished, including material furnished by a Subcontractor shall clearly show material cost and percentage for overhead and profit. Material cost times (the sum of the overhead and profit percentage + 100%) shall be equal to the total cost of material for this item.

Claims for the payment of time, including the Subcontractor's time shall clearly show the personnel hours and the hourly rates for direct labor cost and percentage for overhead and profit. Hourly rates of direct labor cost times (the sum of the overhead and profit percentage + 100%) shall equal the total cost of time. Claims for the payment of equipment used by the Subcontractors shall show the actual number of hours worked for each piece of equipment used on the job.

The hourly equipment rates shall be the daily rates divided by eight (8) as listed in the "Rental Rate Blue Book for Construction Equipment" (Blue Book), published by the Equipment Guide Book Company, or approved equal.

The Contractor shall require that payment for any work performed by a Subcontractor be verified with an itemized breakdown of material used and its cost, personnel hours, hourly rates of direct labor costs, and equipment type and number of hours used. Additionally, the Contractor shall be allowed five (5%) percent of the Subcontractor's paid cost of materials, direct labor costs, and equipment costs to cover the Contractor's additional overhead and supervision costs. In computing the five (5%) percent, it shall be based solely on the Subcontractor's cost of labor, materials, and equipment, exclusive of overhead and profit. The Subcontractor's percentage for overhead and profit shall be not more than the Contractor's percentage for overhead and profit less five (5%) percent.

SECTION IV - MATERIALS AND INSTALLATION

All materials furnished by the Contractor shall be new and of excellent quality acceptable to the Engineer. The project manager may require the submission of samples for approval. All such materials used in modifications and major repairs shall be the same as that which is replaced, or better. The Contractor shall specify, in writing, to the project manager, the manufacturer's name, model, quantity, etc. of the materials he intends to use.

All materials and installation methods shall meet the applicable "Traffic Signal Standard Specifications and Drawings." These specifications and standards may be changed from time to time during the life of this contract, and the latest revision shall govern. Materials used on Federal Aid projects should conform with NYSDOT Materials Inspection Manual (See also MURK Part 2-A) as well as the "Materials Approved List"

SPECIAL PROVISIONS AND CONDITIONS

Extension of Contract:

The County reserves the right to extend this contract for a period of not more than twelve (12) calendar months beyond the normal termination date, at one to three month intervals, at the same bid price per item. Notice of extension will be given in writing not less than fifteen (15) days in advance of the existing contract termination date.

APPENDIX I

ITEM 1A - COMPUTER EQUIPMENT

Item	Qty	Manufacturer	Description
1)	20	Dell	Dell Power Edge Server
2)	20	Dell	Optiplex desktop computer & monitors
3)	1	Symmetricom	Network time clock
4)	1	Cisco	6500 Series switch
5)	40	Cisco	24 port network switch
6)	10	Cisco	48 port network switch
7)	1	Cisco	VPN Firewall
8)	200	Cisco	8 port network switch
9)	400	Actelis	Ethernet over copper modem
10)	10	HP	Proliant Server
11)	2	APC	8000 VA Smart-UPS
12)	5	APC	3000 VA Smart-UPS
13)	10	APC	1200 VA Back-UPS
14)	8	Latitude	Dell Laptop
15)	2	HP	Color Inkjet Printer
16)	3	HP	Color Laser Printer
17)	10	67 Inch	Mitsubishi Video Cubes
18)	20	Samsung	HD Display Monitors
19)	3	Etherwan	24 Port SFP Switch
20)	2	Buffalo	Terrastation Network Storage
21)	6	Vaddio	Quad 4 Rack Mount Monitors
22)	6	Teleste	8 Port Analog Video Decoders
23)	3	Teleste	1 Port HD Video Decoders
24)	6	Motorola	EX500 Portable Radios
25)	2	Motorola	HT1250 Portable Radios
26)	6	Motorola	CDM1250 Mobile Radios
27)	3	Samsung	DVD / Blu-ray player
28)	400	Comnet	Fiber/Copper Media Converters

During the course of this contract, the number of equipment listed above may increase or decrease as part of system expansion, upgrade or replacement.

APPENDIX B

ITEM 1B - ANCILLARY EQUIPMENT

1) Communication racks complete include but may not be limited to: power supplies, fiber optic patch panels, rack-mounted media converters, keyboard, video, mouse pull out trays, shelving units, wire management, cooling fans and power wires.

2) Singlemode fiber optic duplex patch cables in various lengths with LC and ST connectors.

3) Ethernet patch cables in various lengths.

4) Fiber optic SFP modules for various transmit distances for 100 Mbps and gigabit.

5) Miscellaneous computer power cables and connectors

6) Miscellaneous VGA and HDMI cables and connectors

7) VGA and HDMI Extenders via cat 6 cable

8) KVM Extenders with sound via cat 6 cable

9) USB Extenders via cat 6 cable

APPENDIX III

COMMUNICATION HUB CABINET LOCATIONS

	#	Location
1)	3	North Jerusalem @ Merrick Ave, North Merrick
2)	4	Grand Ave @ School St, Baldwin
3)	4A	Grand Ave @ High School Dr, Baldwin
4)	4B	Grand Ave @ Merrick Rd, Baldwin
5)	6	Peninsula Blvd @ President St, Hempstead
6)	7	Peninsula Blvd @ Vincent, Lynbrook
7)	8	Peninsula Blvd @ Rockaway Tpke, Hewlett
8)	14	Old Courthouse Communications Room, Mineola
9)	14A	Old Country Rd @ County Seat Dr, Mineola
10)	15	Old Country Rd @ Glen Cove Rd, Carle Place
11)	16	Old Country Rd @ Merrick Ave, Westbury
12)	17	Old Country Rd @ Apex La, Hicksville
13)	17A	Old Country Rd @ Jerusalem Rd, Hicksville
14)	18	Old Country Rd @ South Oyster Bay Rd, Plainview
15)	18A	Old Country Rd @ Route 135, Plainview
16)	19	North Main St @ Seaman Ave, Freeport
17)	20	Nassau Rd @ West Greenwich St, Roosevelt
18)	21	Merrick Rd @ Henry St, Freeport
19)	23	Peninsula Blvd @ Branch St, Hewlett
20)	26	Franklin Ave @ 11th St, Garden City
21)	27	Franklin Ave @ 5th St, Garden City
22)	28	Franklin Ave @ 2nd St, Hempstead
23)	28A	Franklin Ave @ Front St, Hempstead
24)	29	Greenwich St @ Henry St, Hempstead
25)	30	Jerusalem Ave @ Clare, Uniondale
26)	31	Long Beach Rd @ Foxhurst Rd, Oceanside
27)	32	Long Beach Rd @ Mott St, Oceanside
28)	33	Long Beach Rd @ Park St, Long Beach

29)	40	Stewart Ave @ Pine St, Bethpage
30)	44	Merrick Rd @ Blake St, Lynbrook
31)	46	Central Ave @ Wells St, Valley Stream
32)	47	Mill Rd @ Jedwood Pl, Valley Stream
33)	53	West John St @ Charlotte St, Hicksville
34)	54	Jerusalem Ave @ Winding Rd, Hicksville
35)	56	Peninsula Blvd @ Nassau Expressway, Inwood
36)	69	Brush Hollow Rd @ Prospect Ave, Westbury
37)	69A	Brush Hollow Rd @ Wantagh Pky, Westbury
38)	70	Central Ave @ Stewart Ave, Bethpage
39)	71	Wantagh Ave @ Laurel La, Wantagh
40)	72	Wantagh Ave @ Sprucewood Dr, Levittown
41)	73	North Jerusalem Ave @ Oakfield Rd, North Bellmore
42)	74	Roslyn Road @ Northern Pky, Roslyn
43)	74A	Main Street @ Old Northern Blvd, Port Washington

APPENDIX IV

FIELD COMMUNICATIONS EQUIPMENT

Street or Area	No. of Units
Middle Neck Road, Great Neck	21
Lakeville Road / Marcus Avenue	16
Old Country Road, Mineola to Plainview	68
Mineola Blvd, Franklin Ave/St, Mineola to Hempstead	29
Village of Garden City (except Franklin Avenue)	19
Village of Hempstead (except Franklin Street)	27
Greenwich St / Henry St	16
Jerusalem Ave, Hempstead to Uniondale	14
Merrick Avenue, Merrick	17
Grand Avenue, Baldwin	19
Franklin Avenue, Franklin Square	24
Nassau Road / N. Main Street, Uniondale to Freeport	25
Village of Freeport (except Merrick Road)	17
Merrick Road, Valley Stream to Massapequa	116

Street or Area	No. of Units
Village of Rockville Centre (except Merrick Road)	17
Long Beach Road / Austin Blvd	32
Village of Long Beach / Lido & Atlantic Beach	92
Willis Avenue, Mineola to Albertson	19
Broadway, Massapequa	18
Stewart Avenue, Bethpage	14
South Oyster Bay Road, Hicksville to Plainview	12
Woodbury Road, Hicksville to Woodbury	17
Dutch Broadway, North Valley Stream	9
Central Avenue, Valley Stream	10
Mill Road, Valley Stream	8
Broadway/West Broadway, 5 Towns	29
Bellmore Avenue, Bellmore	12
Post Avenue, Westbury	9
West John Street, Hicksville	11
Test Units, Traffic Control Center	6
Roosevelt Center, Westbury	6
Jerusalem Avenue, Hicksville	9
Elmont Road, Elmont	9

Street or Area	No. of Units
Burnside Avenue/Sheridan Boulevard, Inwood	8
Clinton Road/Stewart Avenue East, Garden City/Garden City East	17
Stewart Avenue West/Nassau Boulevard, Garden City	11
Oceanside Road/Brower Avenue/ Atlantic Avenue, Oceanside/Baldwin	15
Hempstead Avenue Malverne / West Hempstead	19
Peninsula Boulevard	47
Forest Avenue Glen Cove	17
Total number of Communications Units	900

APPENDIX V

CONTRACTORS REQUIRED EQUIPMENT INVENTORY

Item No.	Description	Quantity
670.1206	Aluminum 6 Foot Luminaire Arm	1 Each
683.030300NA	HD CCTV Top Mount Camera	1 Each
683.030600NA	HD CCTV Dome Camera	1 Each
683.060100NA	CCTV Camera Control Cabinet	1 Each
683.090100NA	8 Port Hardened 10/100 Ethernet Switch	2 Each
683.090600NA	10/100 Optical Ethernet Converter Shelf Mt	2 Each
683.090700NA	10/100 Optical Ethernet Converter Rack Mt	2 Each
683.100100NA	Communications HUB Cabinet	1 Each
680.81422010	Auxiliary Pole	1 Each
683.92150010	Fiber Optic Drop Cable, 12 Fiber	5,000 Feet
683.92104810	Fiber Optic Drop Cable, 48 Fiber	5,000 Feet
683.92107210	Fiber Optic Drop Cable, 72 Fiber	5,000 Feet
	5 Pair/19 Copper Comm. Cable IMSA 20.2	2,500 Feet

The equipment listed above will remain the property of the Contractor until such time that it is installed in the field. Storage space at Nassau County's Traffic Management warehouse will be made available to house the equipment listed above. Equipment should be inventoried and delivered to the Traffic Management warehouse prior to the start of the contract and will remain in storage for the duration of the contract.

General Notes

1) Specifications and Standards

All work included in the contract shall be in accordance with the following 2008 Standard Specifications (US Customary) and Drawings, as modified and amended in the Contract Specifications and Drawings.

a. New York State, Department of Transportation Standard Specifications.

b. New York State, Department of Transportation "Special" Specifications.

c. New York State, Department of Transportation "Special" Specifications for the County of Nassau, State of New York.

Contractor is directed to the installation detail sheets included in the plans for specific details regarding installation in accordance with the specification. In addition, notes are made in the "General Notes" section of the plan set to identify minor changes to the NYS Specification in order to comply with Nassau County standards.

2) Scope of Work

a. At all times during the life of this contract, the Contractor shall maintain safe vehicular traffic and access to adjacent private properties located throughout the entire length of the contract.

b. The Contractor will provide a place for concrete test cylinders in proximity to the work so that the cylinders share the same curing conditions as the newly placed concrete. The Contractor will protect these cylinders for the three days they will be left on the job site.

3) Utilities

a. The Contractor is directed to notify all utilities well in advance of his beginning work to allow them time to mark out their facilities.

b. The Contractor is directed to notify all privately owned utilities well in advance of his beginning work to allow them time to adjust their manholes and other castings.

c. The Contractor will see to it that utility valve boxes and manholes are readily accessible at all times. He will not store materials over them and should it become necessary to cover the boxes and manholes with spoil, he will devise a method for finding them quickly and assist the utility company to uncover them. Further, the boxes will be uncovered during non-working hours.

d. Mechanical excavation will not be used within two (2) feet on either side of any utility or house service so marked by the utility company. Hand digging will be required to expose the utility pipe.

e. Prior to backfilling, a gas utility representative will inspect all gas facilities. Damaged pipe will be repaired by the utility company, before backfilling. The County will not be responsible for any of the costs associated with the repair of damaged utilities. The Contractor's attention is called to existing Long Island Power Authority overhead circuits. The Contractor is warned to keep all equipment and personnel a minimum of ten (10) feet from any conductor. The Contractor shall fully cooperate with the Long Island Power Authority (LIPA) and comply with its requirements for safe operation.

f. The Contractor's attention is called to the fact that there are utilities, both publicly and privately owned, that are now in place within the contract area. The owners of privately owned utilities may be relocating parts of their existing plants to conform with the new lines and grades of this project. The Contractor shall cooperate with the various agencies carrying out this work, which must be coordinated with the work of this contract.

g. Existing structures, utilities and facilities, either shown or not shown on the plans, above or below the ground, which new items of work shall encounter may not have been located accurately. The Contractor shall determine the locations and elevations or pertinent structures, utilities and facilities, before new installations are started, so that there will be no interference with the progression of the work. Any conflict between existing structures, utilities and facilities and the new items of work shall be ascertained by the Contractor prior to commencing any work under the respective items and called to the attention of the Engineer.

h. Grades and locations of new installations may be changed by the Engineer, if necessary to prevent conflict with existing installations. Therefore, the Contractor shall determine the locations of all existing installations accurately, both as to line and grade, before new items of work are started.

i. If the Contractor does not follow the above procedure and new work has to be removed and replaced, or there is a delay, all cost will be borne by the Contractor, and the County will only pay for the amount of the items in place complete at the completion of the contract. The Contractor shall conduct his operations so that all utility services are maintained at all times.

j. The Contractor shall exercise extreme care in the performance of any operation, in the vicinity of the existing or relocated cable pipelines. No such operations shall take place without the LIPA representatives on hand. All excavation in the immediate vicinity of these lines shall be done by hand, with such application as to ensure that the pipe shall not be punctured or the coating disrupted. In the event that any length of cable pipeline is exposed, it shall be supported and protected to the satisfaction of LIPA inspection personnel. No blind sheeting shall be driven in the proximity of the existing electric cable pipes before first exposing these cable pipes by hand.

k. The Contractor should inspect the plans of the utility companies plan to ascertain the location of the underground work and locations of crossings of sewer and drainage work. The Contractor shall coordinate his work with the work being done by the utility companies. It is anticipated that job meetings will be held at various times to aid coordination of the work.

4) Clean up

a. The Contractor will be required to backfill and regrade all areas that are disturbed by him during the life of this contract. In all cases disturbed areas shall be cleaned up and restored to the condition existing prior to the commencement of the work.

b. Where the disturbed area was originally earth, it shall be properly graded to meet and match the surrounding terrain, and left with a smooth surface. Clean-up shall be as defined herein above, but if in the opinion of the Engineer, the Contractor has exercised carelessness or disregard to private property in the conduct of his work, then restorative measures required thereto shall be included in this procedure.

c. No separate payment will be made for any of this clean up and restoration work, but the cost thereof shall be included in the unit prices bid for the various items.

5) Job Site Safety

The Contractor shall exercise precaution at all times for the protection of all personnel. The safety provisions of applicable laws shall be observed, but job site safety is the sole responsibility of the Contractor and his subcontractors and cannot be assumed by the County or its agents.

6) Rubbish and debris

The Contractor shall legally dispose of all unsuitable material, rubbish, and debris at some separate location, not in the vicinity of the site.

7) Protection of Facilities

The Contractor shall protect all work done under this contract from possible damage for the duration of the contract. He shall be responsible for the repair or replacement, to the satisfaction of the Engineer, of any material, structure, or property on or adjacent to the site and damaged by him or his employees through the construction openings up to the time of acceptance by the County.

8) Circumstances where Construction Site is Beyond ROW

The Contractor shall obtain permission from the owner of a property before entering that property for any reason whatsoever. The construction site shall include areas beyond the right of way and working easement lines to allow for grade revisions to driveways and walks on private property.

9) Concrete Breaking

The Contractor is cautioned that the use of a ball operated from a crane or other equipment will not be permitted under any circumstances for the breaking up of any concrete. Any machine or method used must meet the approval of the Engineer.

10) Drainage Installation

The Contractor shall plan his work and progress so that, at all times, either the new or the existing drainage facilities will function to carry off stormwater runoff so that no damage or inconvenience will result.

11) Sales Tax Exemptions

Nassau County is exempt from the payment of New York State Sales Tax and Compensating Use Taxes under Section 1116 of Article 28 of the Tax Law of the State of New York, and is exempt from the payment of Nassau County Sales and Uses Taxes under Section 7, Ordinance 404-C-1968, enacted pursuant to Section 1210 of Article 29 of the Tax Law of the State of New York. However, it is not to be construed by bidders as relieving them from any obligation to pay sales tax on applicable items pursuant to the terms of the present sales tax laws.

12) Cold Patch

No separate payment of cold patch material used in this contract will be made. The cost thereof shall be included in the unit prices bid for the various contract items.

13) Requirements of Other Municipal Departments

The Contractor shall give all necessary notices, obtain all permits, and pay all fees in connection with the work under this contract. Nassau County will obtain any NYSDOT Highway Work Permits if required. He shall comply with all laws, ordinances, rules, and regulations of Nassau County and Municipal Departments having jurisdiction over work of this character. These shall take precedence over any requirements of these specifications where and if a conflict occurs. This however, shall not be interpreted as permitting the use of materials and equipment inferior to these specified.

14) Private Facilities in Public Rights-of-Way

a. The Contractor shall be aware that sprinkler heads, private lamp and sign posts, electric signs, electric lines, water service, oil inlets, oil lines, horticultural planting, landscaping, etc. are owned privately, but exist in the public rights-of-way. The Contractor may be required to remove these appurtenances as ordered by the Engineer.

b. No separate payment for this work will be made. The cost thereof shall be included in the unit prices bid for the various contract items.

15) Special O.S.H.A. Notes

a. The Safety Provisions in the Specification are primarily to protect County property and the public against unsafe acts of the Contractor. The Occupational Safety and Health Act (OSHA) of 1970 requires that "Each Employer (1) shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees; (2) shall comply with the occupational safety and health standards promulgated under this act".
The regulations in the act may be more stringent than are required by the Plans and/or Specifications. The Contractor however must conform to the O.S.H.A. Regulations and such conformance shall not be reason to demand additional payment or claim extra work.

b. Sheeting, if included in the project, shall conform strictly to the Requirements of the O.S.H.A. Regulations for Construction-Subpart P, Excavation, Trenching, and Shoring:

1926.650 – General protection requirements;
1926.651 – Specific excavation requirements;
1926.652 – Specific trenching requirements; and
1926.653 – Definitions applicable to this subpart.

16) The Contractor shall notify the Nassau County Police Department, local fire departments, and local transportation authorities in writing as to the conditions prevailing on the construction site and detours in use. Duplicate copies of such notices shall be filed with the Engineer.

SPECIAL PROVISIONS

1) Schedule

The contract shall be completed within thirty-six (36) months from the commencement of work date unless the County extends the original scope of work. In that event, the contract shall be extended to allow for the completion of additional work. The length of the extension shall be in proportion to the amount of work added. The length of the extension shall be the sole discretion of the County.

2) Contractor Experience and Requirements

a. The nature of the work involved in this contract requires the Contractor to possess prior satisfactory experience in the installation and maintenance of traffic signals. The proper operation of signals has critical public safety aspects.

b. Prospective bidders (primary contractor) must have at least three (3) years of satisfactory experience in the actual installation and maintenance of considerable numbers and types of traffic signals and traffic control equipment.

c. Prospective bidders must be trained and certified in the handling and the installation of the fiber optic cable, fiber optic splices, testing of fiber optic systems, and various other related items. The prospective bidder must be trained and certified by the fiber optic cable manufacturer, the manufacturer of the fiber optic splice enclosures, and the manufacturer of the fiber optic test equipment.

3) Maintenance of Traffic Signals

a. All the traffic signal communications being improved, as part of this contract shall be maintained by the Contractor.

b. All signal communications will be transferred to Contractor maintenance on the commence work date and will remain until termination of the contract.

c. The Contractor shall be responsible to repair or replace any traffic signal equipment installed, which is damaged by any means. The Engineer shall approve repairs. Replacements shall meet all the contract specifications and requirements.

d. The County will provide replacements for existing traffic signal equipment, which is to be retained under the provisions of the contract.

Installations of the replacement equipment will be paid for under, Time and Materials.

4) Standards

New York State Traffic Signal Standard Specifications and Drawings" (2008 latest edition) are made part of this contract.

5) Equipment Approval

All equipment furnished and/or installed by the Contractor shall be new and conform to the Traffic Signal Specifications and Standard Drawings" (latest edition) including painting. Catalog cuts and/or manufacturer name, model number, and description for all fiber optic related equipment, and all other furnished equipment, shall be submitted to Traffic Management, 1194 Prospect Avenue, Westbury, New York 11590, Attention Jeff P. Lindgren for approval, prior to installation as requested by the Department.

6) Recourse

This contract does not imply that the low bidder, following the award of this contract, has the exclusive right or legal recourse to the County of Nassau for any other similar type contract, or any other traffic signal interconnect contract which includes the furnishing and installation of traffic signal interconnect, that may be awarded during the life of this contract.

7) Maintenance and Protection of Traffic

a. Where work is being constructed on streets, sidewalks, easements or other locations normally used by the public, the Contractor shall conduct his work so as to minimize the interference with the safe and direct movement of pedestrian and vehicular travel. The Contractor shall provide all necessary construction signs, fencing, barricades, and lighting as required by the Commissioner. The material and its placement shall conform to the latest edition of the "National Manual of Uniform Traffic Control Devices" with "New York State supplement" and directives of the County of Nassau. When directed by the Commissioner, the Contractor shall provide the safe means of crossing over trenches or obstacles within the work site either by bridging or other suitable structures.

b. Accessibility to fire hydrants, police and fire call boxes, and provision for the ingress and egress of emergency vehicles including police, fire, and ambulance vehicles shall be required at all times.

c. All work performed under this paragraph shall be at the Contractor's expense and at no additional cost to the County.

d. No separate payments shall be made since all work for maintenance and protection of traffic shall be included in the unit prices bid for the various contract items.

8) Work Zone Traffic Control

a. The Work Zone Traffic Control (WZTC) schemes should refer to NYSDOT Standard Specifications Section 619 and National Manual of Uniform Traffic Control Devices (MUTCD) with NYS Supplement. Standard sheets from Section 619 (nysdot.gov) can be used for guidance for shoulder and/or lane closures.

b. No separate payments shall be made since all work for Work Zone Traffic Control shall be included in the unit prices bid for the various contract items. All traffic control devices, signs and pavement markings shall be NYSDOT approved products and materials.

c. Workers, pedestrians and motorists should be accommodated and protected at all times within the entire project limits.

9) Underground Facilities

Before doing any work over under, or near underground facilities, all provisions of Industrial Code Rule #753 of Title 12, of the Official Compilation of Codes, Rules, and Regulations of the State of New York, effective February 5, 1997 shall be strictly enforced and complied with.

10) Cleanliness

Upon completion of the work at each location or work order, the Contractor shall remove all remaining materials and shall leave the area, which may have been affected by his operation, in a neat and orderly condition.

11) Hold Harmless

a. The Hold Harmless and Indemnification Provisions of this contract are to include, but not limited to, any civil action for damage brought against the County which the basis of such action is an allegation of (1) a malfunctioning traffic control device and/or (2) a defectively maintained traffic control device.

b. The obligation of the Contractor to hold harmless and indemnify the County is absolute and shall not be dependent on the Contractor having has received any actual notice from the County of any malfunctioning and/or defectively maintained traffic control device.

12) Transportation of Removed Equipment

All equipment removed from field locations shall be returned to the Traffic Management Center at 1194 Prospect Avenue in the same condition as when removed from operation. All work related to removing existing equipment, and returning the same to the Signal Operations Center shall be at the Contractors expense and at no additional cost to the County.

13) Additional Work – Extension of Contract

The County of Nassau reserves the right to extend the terms of this contract at the accepted bid prices for either furnishing only or furnishing and installing when the successful bidder is notified within ninety (90) days of the date of approval of the catalog cuts. The extension shall not exceed 50% of the total price bid. All extra work must be in accordance with the latest NYS Standard Specifications (2008), Section 109-05. The request for an extension of time by the contractor shall be submitted to NYSDOT Construction for their concurrence, only after the contractor has submitted a letter for time extension with a detailed explanation to Nassau County and Nassau County has agreed to the extension.

14) Contract Administration and Inspection

The Department of Public Works through the Division of Highway and General Engineering, Traffic Engineering Unit will be the administrator of this contract and shall approve all equipment to be supplied, verify and approve all claim vouchers, and be responsible for furnishing all necessary inspections to verify compliance with the contract.

15) Funding

This contract is funded out of the Public Works Operating Budget and is eligible for Federal Aid reimbursement.

16) Payment

Payments of this contract will be made on a monthly basis for work completed during the preceding calendar month. No partial payments shall be made for material on hand and not installed. The retainage specified in the preceding pages of this contract will be deducted from each monthly claim and paid to the Contractor at the successful completion of the contract.

APPENDIX 2
IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract.

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

APPENDIX 2-S
IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontactor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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CHAPTER 12, APPENDIX 12-1

CONSTRUCTION CONTRACT REQUIREMENTS

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CONTENTS

Appendix 12-1

If Sponsors use NYSDOT Standard Specifications for their construction projects, include the following Federal requirements in ALL contract bid proposals:

- ☐ **Certification for Federal Aid Contracts.**
- ☐ **Disclosure of Lobbying Activities.**
- ☐ **Non-Collusive Bidding Certification,** this format provides a single signature page for the bidder to sign with all requirements listed.
- ☐ **U.S. Department of Transportation Hotline Information.**
- ☐ **Equal Employment Opportunity Requirements.** See Section 102-11 of the NYSDOT Standard Specifications.
- ☐ **FHWA-1273 Required Contract Provisions.**

CERTIFICATION FOR FEDERAL AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

The prospective participant also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000.00 and that such subrecipients shall certify and disclose accordingly.

THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS, AND MUST BE INCLUDED IN EACH BID PROPOSAL WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity

identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code for the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the Federal covered action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB Control Number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

REVISED JULY 2012

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action:
- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- a. initial filing
- b. material change

For Material Change Only:
year ______ quarter ______
date of last report ______

4. Name and Address of Reporting Entity:
☐ Prime ☐ Subawardee
Tier ______, *if known*:

Congressional District, *if known*:

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

Congressional District, *if known*:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if applicable*:

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:

$

10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI)*:

b. Individuals Performing Services *(including address if different from No. 10a) (last name, first name, MI)*:

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:

Print Name:

Title:

Telephone No.: Date:

Federal Use Only:

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Standard Form LLL (Rev. 7-97)

Appendix 12 – 1.7

REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Continuation Sheet

Reporting Entity: ______________________ Page ________ Of

Authorized for Local Reproduction - Standard Form LLL

Appendix 12 – 1.8

NON-COLLUSIVE BIDDING CERTIFICATIONS

REQUIRED BY SECTION 139-D, STATE FINANCE LAW and SECTION 103-D OF GENERAL MUNICIPAL LAW

"Section 139-d, SFL and Section 103-d, GML, "Statement of non-collusion in bids to the state."

1. Every bid hereafter made to the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department, or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to the state or any public department, agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificate as to non collusion as the act and deed of the corporation."

Appendix 12 – 1.9

REQUIRED BY TITLE 23, U. S. CODE, AND SECTION 112. A NON-COLLUSIVE BIDDING CERTIFICATION MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.

(A) 2
"By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

REQUIRED BY TITLE 49, CFR, VOLUME 1, SUBTITLE A, PART 29

"The signatory to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

EXCEPTIONS: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions).

THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS. HOWEVER, THE NYS COLLUSIVE BIDDING CERTIFICATION AND MANY IN USE BY LOCAL GOVERNMENTS ARE ALMOST IDENTICAL AND ARE ACCEPTABLE.

THE FOLLOWING PAGES ARE THE REQUIRED CERTIFICATION REGARDING NON-COLLUSIVE BIDDING PROCEDURES AND THE CONTRACTOR'S ELIGIBILITY TO SUBMIT A BID UNDER FEDERAL LAW. THE LAST PAGE IS A GENERAL BIDDER INFORMATION FORM. ALL SHOULD BE INCLUDED IN THE CONTRACT DOCUMENTS, IMMEDIATELY FOLLOWING THE PAGE(S) WHICH CONTAINS THE NON-COLLUSIVE BIDDING REQUIREMENTS. BY SIGNING ONE OF THESE CERTIFICATIONS, THE CONTRACTOR CERTIFIES THAT HE UNDERSTANDS AND AGREES TO BE BOUND BY THE PROVISIONS OF THE FOLLOWING LAWS:

1. NEW YORK STATE FINANCE LAW, ARTICLE 9, SECTION 139-d

2. TITLE 49, CFR, PART 29

3. TITLE 23, U. S. CODE-HIGHWAYS, SECTION 112

THE CONTRACTOR SHOULD CHOOSE THE APPROPRIATE NOTARIZATION WHICH CORRESPONDS TO THE TYPE OF COMPANY (SOLE PROPRIETORSHIP, PARTNERSHIP, OR CORPORATION) THAT HE/SHE REPRESENTS OR IS AFFILIATED WITH. ALL BIDDERS SHOULD FILL OUT THE APPROPRIATE SECTION OF THE BIDDER INFORMATION SHEET.

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of Section 101-04, Standard Specifications, Construction and Materials, published by the New York State Department of Transportation, and dated May 4, 2006, if applicable;

2. All the terms and conditions of the non-collusive bidding certifications required by Section 139-d of the State Finance Law, and Section 112, Title 23, U.S. Code;

3. Certification of Specialty Items category selected, if contained in this proposal;

4. Certification of any other clauses required by this proposal and contained herein;

5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions, or civil judgments required by 49 CFR Part 29.

Date:

(Legal Name of Person, Corporation, or Firm Which is Submitting Bid or Proposal)

BY: ______________________________
(Signature of Person Representing Above)

AS: ______________________________
(Official Title of Signator in Above Firm)
(Acknowledgment by Individual Contractor, If a Corporation)

STATE OF NEW YORK)
COUNTY OF) SS:
)

Appendix 12 – 1.11

On this day of , 20 , before me personally came _, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at

of the , and that he/she is the

the corporation described in and which executed the above Instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

Notary Public

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this ________________ day of ________________________, 20______, before me personally came ____, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of , consisting of himself/ herself and , and that he/she executed the foregoing instrument in the firm name of and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of for the uses and purposes mentioned herein.

____
Notary Public

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this ______________________ day of ________________, 20_______, before me personally came ______________________________, to me known and known to me to be described in and who executed the foregoing instrument, and that he/she acknowledged that he/she executed the same.

____
Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: ______________________________
Street or P. O. Box No.

____
City

____
State ZIP

Federal Identification No.: ______________________________

Name of Contact Person: ______________________________

Phone # of Contact Person: ______________________________

If Bidder is a Corporation:

President's Name & Address:

____

Secretary's Name & Address:

____

Treasurer's Name & Address:

____

If Bidder is a Partnership:

Partner's Name & Address:

____

Partner's Name & Address:

____

If Bidder is a Sole Proprietorship:

Owner's Name & Address:

____

Appendix 12 – 1.13

REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES, MISCONDUCT, OR OTHER PROHIBITED CONTRACT ACTIVITIES

U. S. DEPARTMENT OF TRANSPORTATION HOTLINE. Persons with knowledge of bid collusion (i.e., contractors, suppliers, workers, etc.) or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc.) are encouraged to report such activities by calling the U. S. D. O. T. HOTLINE. The HOTLINE number is 1-800-424-9071 and calls will be answered from 8:00 A.M. to 5:00 P.M. EST, Monday thru Friday. This HOTLINE is under the direction of the U.S.D.O.T.'s Inspector General. All information will be treated confidentially and the caller's anonymity will be respected.

NEW YORK STATE INSPECTOR GENERAL HOTLINE. Reports of New York State Governmental Misconduct may be made in strict confidence to the New York State Inspector General on the Toll Free Statewide HOTLINE or by writing to the Office of the Inspector General. The Toll Free Statewide HOTLINE telephone number is 1-800-367-4448 and calls will be answered between 8:00 A.M. and 4:30 P.M., Monday through Friday. The address of the Office of the State Inspector General is the State Capitol, Executive Chamber, Albany, New York 12224.

THIS IS REQUIRED IN ALL FEDERAL AID CONTRACTS.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

**[SEE SECTION 102-11 OF THE
NEW YORK STATE
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS]**

Appendix 12 – 1.[illegible]5

REVISED JULY 2012

GOALS FOR MINORITY PARTICIPATION IN THE CONSTRUCTION INDUSTRY

COUNTY	% GOAL	COUNTY	% GOAL	COUNTY	% GOAL
Albany	3.2	Herkimer	2.1	Richmond	*
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	Kings	*	St. Lawrence	2.6
Bronx	*	Lewis	2.5	Saratoga	3.2
Cattaraugus	6.9	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	6.9
Chenango	1.2	Nassau	5.6	Steuben	1.2
Clinton	2.6	New York	*	Suffolk	6.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.6	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	6.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	Queens	*	Yates	6.9
Hamilton	2.6	Rensselaer	3.2		

* **The following goal ranges are applicable to the indicated trades in the Counties of Bronx, Kings, New York, Queens, and Richmond:**

Electricians	9.0 to 10.2
Carpenters	27.6 to 32.0
Steam Fitters	2.2 to 13.6
Metal Lathers	28.0 to 28.6
Operating Engineers	25.6 to 26.0
Plumbers	12.0 to 14.5
Iron Workers (Structural)	25.9 to 32.0
Elevator Constructors	5.5 to 6.5
Bricklayers	13.4 to 15.5
Asbestos Workers	22.8 to 28.0
Roofers	6.3 to 7.5
Iron Workers (Ornamental)	22.4 to 23.0
Cement Masons	23.0 to 27.0
Glaziers	18.0 to 20.0
Plasterers	15.8 to 18.0
Teamsters	22.0 to 22.6
Boilermakers	13.0 to 15.5
All Others	16.4 to 17.5

GOALS FOR WOMEN

Female Goals - 6.9%

Goals for the utilization of women by Federal and Federally assisted construction contractors were last published on April 7, 1978 (43 CFR 4988, 149000). That April 7, 1978 publication included a 6.9% goal for the period from April 1, 1980 until March 31, 1981. Pursuant to 41 CFR 60-4.6, the 6.9% goal for female utilization is extended until further notice

Appendix 12 – 1.16

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with

Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and

to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR

Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it

nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Appendix 12 – 1.39

CHAPTER 13

AFFIRMATIVE ACTION CONTRACT REQUIREMENTS

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REVISED
MARCH 2002

Chapter 13
Affirmative Action Contract Requirements

CONTENTS

CONTENTS (CONT'D.)

APPENDICES

PREPARED BY
NYSDOT

REVISED
MARCH 2002

Chapter 13
Affirmative Action Contract Requirements

OVERVIEW OF CHAPTER 13 REVISIONS

Chapter 13 has been completely re-written to make the information more user friendly for local project sponsors and Regional Local Project Liaisons (RLPLs). The chapter has specific information regarding the federally mandated EEO and DBE programs only. **NOTE: The training requirement has been eliminated from all local projects.** However, the EEO requirement is still a federal mandate. We have provided the sponsors and the RLPL's with specific time frames with easy to follow checklists for the construction and the consultant programs. The procedures in this chapter follow the Department's established contract award and consultant designation processes.

Additionally, the chapter now references and includes all required contractual reporting forms for construction (13 forms) and consultant (6 forms) that shall be submitted by the contractor/consultant to the sponsor, then to the RLPL and finally to OEODC during specific times of the administration of the contract. Construction and Consultant Checklists and forms have been provided in the Appendices of this chapter.

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Chapter 13
Affirmative Action Contract Requirements

13.1 PURPOSE

This chapter serves to direct local sponsors of Federal-aid transportation projects through the contractual process in a manner consistent with United States Department of Transportation (USDOT) rules and regulations implementing the USDOT Disadvantaged Business Enterprise (DBE) program as mandated by Federal law. A DBE is any for-profit small business concern that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals, and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

A socially and economically disadvantaged individual is a individual who is a citizen (or lawfully admitted permanent resident) of the United States, and who is:

1. Any individual who NYSDOT finds to be a socially and economically disadvantaged individual on a case-by-case basis.

2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged.

   (i) "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;

   (ii) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

   (iii) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

   (iv) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, or the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

   (v) "Subcontinent Asian Americans", which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

The New York State Department of Transportation (NYSDOT) is required to file a Disadvantaged Business Enterprise (DBE) participation plan with the FHWA each year which sets an overall, Statewide goal for Federal-aid highway and bridge contracts let in New York State. This includes Federal-aid contracts let by the New York State Thruway Authority, New York City DOT and other municipalities and public authorities.

13.2 BACKGROUND

The NYSDOT is a recipient of Federal financial assistance from the United States Department of Transportation within the State of New York. Therefore, according to Volume 49 of the Code of Federal Regulations, Part 26, as a condition of receiving Federal assistance for contracts let by local project sponsors, NYSDOT is required to establish procedures for local sponsors to follow to assure the sponsors comply with rules and regulations prescribed by 49 CFR, Part 26. The intent of the DBE program is to remedy discriminatory practices which have prevented DBEs from competing fairly for Federal-aid transportation contracts and sub-contracts.

The original concept to remedy historic discrimination was part of Title VI of the 1964 Civil Rights Act, as amended. Title VI of the Civil Rights Act of 1964, as amended, states that "no persons in the United States shall on the basis of race, color, or national origin be excluded from participation in, or be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance." In 1987, Congress further clarified the intent of Title VI to include all programs and activities of Federal-aid recipients whether those programs and activities are federally-funded or not. The DBE program was created in 1980 and has been continued under the Transportation Equity Act for the 21st Century (TEA 21). TEA 21 requires that the program be "narrowly tailored" so that small businesses (Ref: 13 CRF Part 121 and 49 CFR 26.65) in general, regardless of DBE status, are encouraged to participate on Federal-aid contracts.

13.3 EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

41 CFR Part 60 prohibits prime contractors and subcontractors, with contracts in excess of $10,000 from discriminating in employment and requires these contractors to take steps to ensure that employees and applicants are treated equal without regard to race, color, religion, sex, or national origin.

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Chapter 13
Affirmative Action Contract Requirements

13.4 NYSDOT DBE CERTIFICATION POLICY

Only firms certified by NYSDOT as DBEs are eligible to be used by the project sponsor or the contractor in order to meet the DBE participation goal set on a Federally-aided contract. NYSDOT maintains a directory of firms eligible to participate as DBEs on Federal-aid contracts.

Although NYSDOT may certify a firm as a DBE, the Department's certification does not guarantee that the DBE will be awarded a contract or subcontract to participate on a Federal-aid project. The certification applies only to the DBE's eligibility to participate in the program under the Federal rules. Those firms not certified as DBEs with NYSDOT can obtain an application for DBE certification from the NYSDOT's Office of Equal Opportunity Development and Compliance (OEODC).

NYSDOT does not pre-qualify firms for contracts nor recommends particular firms to participate on any contract. 49CFR Section 26.31 mandates NYSDOT to "...maintain and make available to interested persons a directory identifying all firms eligible to participate as DBEs in [NYSDOT's] program." The NYSDOT directory, which is updated the first week of each month, can be located on NYSDOT's web page at:

http://www.dot.state.ny.us/oeodc/menu.html

If you do not have web access, please contact the OEODC Office at (518) 457-1129.

13.5 CONSTRUCTION CONTRACTS

13.5.1 DBE Requirements and Goals

A DBE participation goal must be established for locally sponsored Federal-aid construction contracts that meet the dollar threshold requirements.

For contracts with an engineer's estimate greater than one million dollars, the sponsor must contact the Regional Local Program Liaison (RLPL) to obtain the goals. The RLPL must utilize the Highway Design Manual, Chapter 21 to assign a goal for the project.

For contracts with an engineer's estimate less than one million dollars, no goals will be set.

13.5.2 NYSDOT DBE Pre-award and Post-award Analysis Process

To analyze a construction contract, it is recommended that the sponsor adopt NYSDOT's procedure. The sponsor is responsible for ensuring that the pre-award packages are complete and that good faith efforts have taken place to ensure that the DBE's goals "have been met." Pre-award packages must be submitted to the RLPL seven (7) days after bid opening. If the RLPL finds deficiencies in the package, then the sponsors must provide justification for the deficiencies prior to award of the contract. If the package is complete, then approval will be given by the RLPL, or his/her designee.

13.5.2.1 Sponsor's Responsibilities (Pre-Award)

The sponsor must perform the following:

Review pre-award package for completeness (a complete package includes Forms AAP-19 and AAPHC89s; see Appendices 13-1 and 13-2, respectively).

- Ensure all forms are signed and dated by the prime contractors and subcontractors.
- Ensure receipt of one AAP-19 from the prime contractor and one AAPHC-89 from each DBE subcontractor proposed.
- Check certification of firms proposed to perform the work items listed on the AAPHC-89 with NYSDOT Registry.

To ensure goals are met, the sponsor will need to subtract out the bid amounts for the cost of mobilization, telephone, computer, interim payment, any plant production, fuel adjustment, asphalt adjustment, "B" portion and any fixed price item. Goal attainment will be based on this adjusted figure.

If goals are met, the sponsor provides an award letter and a copy of the AAPHC-89 to the contractor with a copy to the subcontractor(s) and Regional Local Project Liaison (RLPL).

If goals were not met, the prime contractor must provide the following to the sponsor for the good faith effort package for review:

- Form AAP-10, Telephone Solicitation Log (see Appendix 13-3).
- Copies of letters sent to prospective DBE subcontractors.
- Copies of advertisements (i.e., Newspaper ads)

Upon receipt of the documentation, the sponsor must make a determination of whether the contractor has demonstrated a good faith effort to meet the goal. If attempts were made to show that good-faith efforts were performed, provide an award letter with a copy to the RLPL. The RLPL also gets a copy of the AAP-19 and AAPHC-89s. The sponsor will utilize this data in conjunction with other documentation noted throughout this chapter to monitor the contractor's compliance during the life of the contract.

***NOTE: **The final DBE percentage of participation on a contract will be calculated based on actual dollars paid to DBE firms divided by the total amount paid to the contractor for work done.**

13.5.2.2 Sponsor's Responsibilities (Post-Award)

The sponsor must perform the following:

Schedule a pre-construction meeting and confirm by letter (Notice of Pre-Construction meeting) to the contractor, their designated EEO Representative and the RLPL.

At the pre-construction meeting, the sponsor must utilize Form AAPHC-183, Federal Requirements (see Appendix 13-4) as a guide, and review and discuss the following:

- AAP-19 - DBE Schedule of Utilization: this form is a prerequisite to contract award, and it provides a variety of information necessary to determine a good faith effort on the part of the prime contractor.

- AAPHC-89 - DBE Utilization Report: This form will indicate the item numbers the subcontractors will be performing, estimated start date, bid amount, agreed amount, etc. For items marked as less than 100%, the sponsor obtains an explanation from the contractor as to what portion of work the DBE is actually performing.

- AAP Form On Site Designation: this form identifies the Project Site Representative and DBE Liaison Officer (see Appendix 13-5).

- CCS-22 - Notice of Unions and Others: this form gives notice that the project is a public contract in the State of New York and the contractor has agreed under the nondiscrimination clauses of the contract to abide by EEO provisions (see Appendix 13-6).

- AAP-35 - Workforce and Training Utilization Schedule: this form will give the sponsor the estimated average monthly contract work force for each trade for a calendar year. If there is a change in the workforce, the AAP-35 must be revised by the prime contractor and submitted to the sponsor for approval (see Appendix 13-7).

- AAP-21 - Prime Contractor's Report of Payment: this form verifies prompt payment was made to the subcontractor(s) (see Appendix 13-8).

- AAP33 - Monthly Employment Utilization Report: this form is prepared by the contractor and subcontractors to document their performance in attempting to meet the equal employment opportunity goals included in the contract. After the prime contractor receives all the subcontractor reports, a composite AAP-33 for the entire combined contract workforce must be submitted, every month, for the life of the contract (see Appendix 13-9).

- FHWA 1391 - Prime contractors and subcontractors with a subcontract of $10,000 or more that work on Federal-aid contracts must file Form 1391. This report is for work performed during the month of July. The prime contractor must submit one 1391 for their firm, one 1391 for each Subcontractor who was active during the month of July, and one 1391 composite of the entire project workforce for July. This form is due to the sponsor by the second Friday in August (see Appendix 13-10).

- FHWA 1392 - Form 1392 must be completed by the sponsor and is a composite of all 1391 data. To ensure compliance with FHWA reporting requirements, this form is due to the RLPL by the third Friday in August. After review, the 1392 with copies of the 1391 composites must be submitted to NYSDOT no later than the fourth Friday in August (see Appendix 13-11).

***NOTE: **If the AAP-35 is not approved, no work shall occur until such time that it is accepted.**

13.5.3 Training

Although training is a Federal requirement for recipients of Federal funds, sponsors of Local projects are not required to invoke training requirements due to the fact that NYSDOT did not include the Locally-let contracts in the Department's OJT Plan that was submitted to FHWA.

13.5.4. Contract Monitoring

13.5.4.1 Monthly Submittal/Forms and Revisions

Should any deviations from the originally approved AAP-19, Schedule of Utilization and AAPHC-89, DBE Utilization Report, take place after award, the sponsor will require the contractor to submit a revised AAP-19, and an AAPHC-89-1, Revised DBE Utilization Report (see Appendix 13-12), to the sponsor for approval.

On a monthly basis the sponsor should:

- Receive AAP-33; this form should be reviewed for conformance with EEO provisions. If deficiencies are noted, the sponsor sends a deficiency letter to the contractor requesting they address the issue of underutilization and what efforts the contractor will take to rectify the problem.

- Receive annotated certified payrolls to ensure individuals are receiving prevailing wage rates and all individuals listed on the payroll are on that specific project site.

- Perform an on-site visit to ensure all DBE subcontractors listed on the AAPHC-89s are performing a commercially useful function (CUF); one in which a firm is responsible for execution of a distinct element of work on a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved.

- Perform a visual assessment of the workforce to ensure that the workforce is accurately reflected on the AAP-33.

The AAP-33 and certified payrolls must be retained by the sponsor for three (3) years after final acceptance of the project. The sponsor is responsible for the timely submission and accuracy of the payrolls and monthly AAP-33 reports.

13.5.4.2 Prompt Payment

The sponsor must ensure that all subcontractors are promptly paid by the prime contractor according to 49 CFR, Part 26.29, and include in the prime contractor's contract clauses, the following:

1. To pay the subcontractors within 15 days after receiving payment from the sponsor.

2. To pay retainage to all subcontractors within 45 days following satisfactory completion of the subcontracted work.

The assurance of prompt payment is monitored through the use of the AAP-21, Contractor Report of Contract Payments form. This form must be submitted by the contractor for all subcontractors/vendors by the fifteenth day of the month or when requested by the Department.

13.5.5 Reporting Requirements

The forms listed below are construction reporting requirements and are to be submitted to the RLPL as noted. A copy of each form and instructions for completing them are provided in the Appendices to Chapter 13.

The sponsor shall submit to the RLPL the following construction reporting forms:

- AAP-10: Telephone Solicitation Log (pre-award and when changing utilization.)
- AAP-19: Schedule of Utilization (submitted with all approved AAPHC-89s, as necessary, when any change to an approved AAP-19 takes place.)
- AAP-21: Prime Contractor Report of Contract Payments (submitted for each payment.)

- FHWA 1391: Annual EEO Report
- FHWA 1392: Annual EEO Composite Report
- AAP-33: Monthly Employment Utilization Report (monthly requirement.)
- AAP-35: Workforce and Training Utilization Schedule (pre-award, as requested, and when there is significant change in the workforce.)
- AAPHC-89: Utilization Worksheet (submitted for each subcontractor at pre-award.)
- AAPHC-89-1: Revised Utilization Worksheet (submitted when any change to the approved AAPHC-89 takes place.)

13.5.6 Federal Reporting Requirements (Mandated)

13.5.6.1 USDOT Semi Annual Report - DBE Utilization

All local governments are responsible for completing this report (see Appendix 13-13) for each contract as well as a composite for each county. This report is due to the RLPL by the first Friday in November for the period April 1st to September 30th and the first Friday in May for the period October 1st to March 31st.

13.6 CONSULTANT CONTRACTS

13.6.1 DBE Requirements and Goals

Local sponsors entering into contracts for consulting services must comply with Federal rules and regulations regarding DBE participation. Sponsors are encouraged to solicit DBE participation on all consultant contracts. The Department encourages the sponsor to apply NYSDOT's DBE goal of up to 18% within the limitations of any project. All DBE participation reported to the sponsor on a contract will be credited toward the Department's race-neutral goal. For consultant selection procedures, refer to Chapter 6 of this Manual for guidance.

To determine if the DBE percentage has been met, the sponsor must calculate the direct technical labor of each DBE firm and then divide by the total direct technical labor of the agreement.

In order to provide all consultant designation information to the RLPL, the sponsor must provide documentation as indicated on the Consultant Designation Information Sheet (See Appendix 13-14). This form must be completed after all negotiations have taken place. It must be submitted for each designation or any time there is a revision to the original agreement. A revision includes any additional assignment of work or a supplement agreement.

Upon receipt of the Consultant Designation Information Sheet, the RLPL will review the documentation and submit it to Main Office OEODC within seven (7) days of receipt. If there are any deficiencies in the package, then the RLPL must have the sponsor provide justification. When the package is complete, then approval shall be given to the sponsor by the RLPL or his/her designee.

13.6.2 Sponsor's Responsibilities

13.6.2.1 NYSDOT Designation Analysis Process

To analyze a consultant agreement, it is recommended that the sponsor adopt NYSDOT's procedure. The sponsor is responsible for ensuring consultant agreements are complete, good faith efforts have taken place, and DBE goals have been met. Designation packages must be submitted to the RLPL along with the completed Consultant Designation Information Sheet and copies of the scope meeting minutes.

The sponsor must perform the following:

- Send out scope meeting notification letters to the Prime, Subconsultant(s), designated EEO Representative(s) and the RLPL.
- The sponsor will conduct the scope meeting utilizing the Department's established procedure as documented in the Consultant Scope Meeting Script provided in Appendix 13-15.
- The sponsor will distribute the following forms to prime consultants:

    1. AAP-43: EEO Officer Designation (see Appendix 13-16)
    2. AAP-44: Subconsultant Division of Work (see Appendix 13-17)
    3. AAP-45: Subconsultant Evaluation Report (see Appendix 13-18)
    4. AAP-46: Consultant Engineers EEO Report (see Appendix 13-19)
    5. Schedule of Payment (see Appendix 13-20)

13.6.2.2 Monitoring Consultant Agreements for DBE Participation

The sponsor must perform the following:

- Ensure that all DBE firms are certified for proposed items of work.

- Compare the Expression of Interest (EOI) with the negotiated agreement to ensure that DBE work assignments are consistent with the EOI.
- Ensure that the DBE participation reflects participation offered in the EOI.

13.6.2.3 Monitoring Consultant Agreement for Commercially Useful Function (CUF)

The sponsor must perform the following:

- Compare the EOI with the negotiated agreement to ensure that DBE work assignments are consistent with the EOI.
- Ensure that the DBEs are performing a distinct element of work and are in control of their operations.

13.6.2.4 Monitoring Forms

The sponsor must perform the following:

- Ensure that all required forms from the prime consultant and subconsultants have been submitted.
- Ensure that the minutes of the scope meeting have been received.

13.6.2.5 Monitoring Payment

The sponsor must ensure that all subconsultants are promptly paid by the prime consultant according to 49 CFR, Part 26.29, and include in the prime consultant's clauses the following:

- To pay the subconsultants within ten (10) days after receiving payment from the sponsor.
- Prior to processing a payment voucher, the sponsor must ensure that Form AAP-07 (see Appendix 13-21) is attached with all applicable documentation. If the package is complete, the sponsor should submit it to the RLPL.

Chapter 13
Affirmative Action Contract Requirements

13.6.3 Federal Reporting Requirements (Mandated)

13.6.3.1 AAP-46: Consultant Engineers EEO Report

Prime consultants and subconsultants with a subcontract of $10,000 or more that work on Federal-aid contracts, must file Form AAP-46 (see Appendix 13-19). This report is for work performed during the month of July. The prime consultant must submit one AAP-46 for their firm, one AAP-46 for each Subconsultant who was active during the month of July, and one AAP-46 composite of the entire project workforce for July. This form is due to the sponsor by the second Friday in August.

13.6.3.2 USDOT Semi-Annual Report - DBE Utilization

All Local governments are responsible for completing this report (see Appendix 13-13) for each contract as well as a composite for each county. This report is due to the RLPL by the first Friday in November for the period April 1st to September 30th and the first Friday in May for the period October 1st to March 31st.

13.7 REFERENCES

- Volume 23 of the Code of Federal Regulations, Part 230
- Volume 41 of the Code of Federal Regulations, Part 60
- Volume 49 of the Code of Federal Regulations, Part 26
- NYSDOT Standard Specifications
- NYSDOT Website @ http://www.dot.state.ny.us
- Consultant Instruction Code 96-11
- NYSDOT Highway Design Manual, Chapter 21

DBE SCHEDULE OF UTILIZATION

Contract No.	PIN	Project Sponsor
County(ies):		
____ Initial	____ Amendment	Contractor Name
Contract Bid Amount:		
Contract Goal %:		Contractor Fed ID No.
Contract Goal Amount:		

UTILIZATION INFORMATION

DBE Name	Fed ID No.	Work Category	DBE Utilization
		Total Commitments:	
		Contract Goal:	
		Difference:	

TO BE COMPLETED BY PROJECT SPONSOR

The Bidder ______has ___ ___ has not demonstrated good faith efforts to secure DBE utilization in satisfaction of the contract goal as required by the contract specification.

Signature		Date	

AAPHC: 1) PART 1

Pay ___ of ___

DBE UTILIZATION WORKSHEET

Contract No.	County(ies)	PIN	Project Sponsor	Date Submitted

CONTRACTOR INFORMATION

Name				Federal ID No.	
Address 1				Address 2	
City		State	Zip	Telephone No.	

SUBCONTRACTOR INFORMATION

Name				Federal ID No.	
Address 1				Address 2	
City		State	Zip	Telephone No.	
Estimated Beginning Date				Estimated Completion Date	

The Prime Contractor shall inform the Sponsor's Engineer-in Charge (EIC) of the dates when the Subcontractor starts and completes all work under the subcontract. When the work performed by the Subcontractor is included in an estimate for payment, labor affidavits, copies of payrolls, etc., are to be submitted in the same manner and numbers as required of the Prime Contractor. This approval may be rescinded at any time in the progress of the work if work of the Subcontractor is determined unsatisfactory.

No work may be assigned by the Subcontractor to a second tier Subcontractor. No work may be performed by a Subcontractor other than that specifically approved by the Sponsor. The signators below agree that violations of the foregoing may result in no payment by the Sponsor for the related work.

No work shall be started by the Subcontractor prior to filing the required insurances. The Contractor and Subcontractor hereby certify that the subcontract is in writing, and contains all the pertinent provisions of the prime contract in regard to Federal and State Laws and Regulations.

Contractor Signature	Date	Subcontractor Signature	Date

Item No.	Name	< Less Than 100%	$ Specialty	$ Non-Specialty	Agreed Amount $	% to Count
		Totals	$0.00	$0.00	$0.00	

The Subcontractor named above is approved for utilization under the provisions of the Sponsor's contract specifications. Approval of this worksheet conveys only the Sponsor's concurrence in the use of the named subcontractor for the items specified, and application of the DBE Agreed Amount to the participation goal of the contract. Sponsor approval of form AAPHC 20LL Part 2 is required prior to subletting or otherwise assigning any part of the contract.

Approved For Sponsor By (Name)		Date Approved	

AAPHO 20LL (4/11) PART 2

APPROVAL TO SUBCONTRACT

Contract No.	County(ies)	PIN	Project Sponsor	Date Submitted
0	0	0	0	January 0, 1900

CONTRACTOR INFORMATION

Name	0			Federal ID No.	0
Address 1	0			Address 2	0
City	0	State 0	Zip 00000	Telephone No.	-

SUBCONTRACTOR INFORMATION

Name	0			Federal ID No.	0
Address 1	0			Address 2	0
City	0	State 0	Zip 00000	Telephone No.	-
Estimated Beginning Date	1/0/00			Estimated Completion Date	1/0/00

The Prime Contractor shall inform the Sponsor's Engineer-in-Charge (EIC) of the dates when the Subcontractor starts and completes all work under the subcontract. When the work performed by the Subcontractor is included in an estimate for payment, labor affidavits, copies of payrolls, etc., are to be submitted in the same manner and numbers as required of the Prime Contractor. This approval may be rescinded at any time in the progress of the work if work of the Subcontractor is determined unsatisfactory.

No work may be assigned by the Subcontractor to a second tier Subcontractor. No work may be performed by a Subcontractor other than that specifically approved by the Sponsor. The signators below agree that violations of the foregoing may result in no payment by the Sponsor for the related work.

No work shall be started by the Subcontractor prior to filing the required insurances. The Contractor and Subcontractor hereby certify that the subcontract is in writing, and contains all the pertinent provisions of the prime contract in regard to Federal and State Laws and Regulations.

Contractor Signature	Date	Subcontractor Signature	Date

Item No.	Name	< Less Than 100%	$ Specialty	$ Non-Specialty
0	0	0	$0.00	$0.00
0	0	0	$0.00	$0.00
0	0	0	$0.00	$0.00
0	0	0	$0.00	$0.00
0	0	0	$0.00	$0.00
0	0	0	$0.00	$0.00
0	0	0	$0.00	$0.00
0	0	0	$0.00	$0.00
		Totals	$0.00	$0.00

The Subcontractor named above is authorized to perform work on the above noted contract for the items listed herein; however, a subcontract shall be of no force or effect until approved below.

BELOW FOR PROJECT SPONSOR USE ONLY

Original Total Contract Price (Less Specialty Items)		% Original Total Contract Price Approved This Date		Approval #
% Original Total Contract Price Previously Approved		% Original Total Contract Price Approved To Date		
Approved For Sponsor By (Name)		Date Approved		

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

You have selected the For-Profit Construction questionnaire, commonly known as the "CCA-2," which may be printed and completed in this format or, **for your convenience, may be completed online using the New York State VendRep System.**

COMPLETION & CERTIFICATION
The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or official must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)
The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS
All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES
Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

NYS VENDOR ID: ___________

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

BUSINESS ENTITY INFORMATION		
Legal Business Name	EIN	
Address of the Principal Place of Business (street, city, state, zip code)	New York State Vendor Identification Number	
	Telephone ext.	Fax
	Website	
Authorized Contact for this Questionnaire		
Name	Telephone ext.	Fax
Title	Email	

Additional Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed and the status (active or inactive).

Type	Name	EIN	State or County where filed	Status

1. BUSINESS CHARACTERISTICS

1.0 Business Entity Type – Check appropriate box and provide additional information:

a) ☐ Corporation (including PC)	Date of Incorporation	
b) ☐ Limited Liability Company (LLC or PLLC)	Date Organized	
c) ☐ Limited Liability Partnership	Date of Registration	
d) ☐ Limited Partnership	Date Established	
e) ☐ General Partnership	Date Established	County (if formed in NYS)
f) ☐ Sole Proprietor	How many years in business?	
g) ☐ Other	Date Established	
If Other, explain:		

1.1 Was the Business Entity formed in New York State?		☐ Yes ☐ No
If "No," indicate jurisdiction where the Business Entity was formed:		
☐ United States	State	
☐ Other	Country	

NYS VENDOR ID: ________

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

1. BUSINESS CHARACTERISTICS

1.2 Is the Legal Business Entity publicly traded?	☐ Yes ☐ No
If "Yes," provide the CIK code or Ticker Symbol:	
1.3 Is the Business Entity currently registered to do business in New York State? *Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership.*	☐ Yes ☐ No ☐ Not Required
If "No," explain why the Business Entity is not required to be registered to do business in New York State:	
1.4 Is the responding Business Entity a Joint Venture? Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for each Business Entity comprising the Joint Venture.	☐ Yes ☐ No
1.5 If the Business Entity's Principal Place of Business is not in New York State, does the Business Entity maintain an office in New York State? *(Select "N/A" if Principal Place of Business is in New York State.)*	☐ Yes ☐ No ☐ N/A
If "Yes," provide the address and telephone number for one office located in New York State.	
1.6 Is the Business Entity a New York State certified Minority-Owned Business Enterprise, or Women-Owned Business Enterprise, or New York State Small Business, or federally certified Disadvantaged Business Enterprise?	☐ Yes ☐ No

If "Yes," check all that apply:

- ☐ New York State certified Minority-Owned Business Enterprise (MBE)
- ☐ New York State certified Women-Owned Business Enterprise (WBE)
- ☐ New York State Small Business
- ☐ Federally certified Disadvantaged Business Enterprise (DBE)

1.7 Identify each person or business entity that is, or has been within the past five (5) years, Principal Owner of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. *(Attach additional pages if necessary.)*

Joint Ventures: Provide information for all firms involved.

Name *(For each person, include middle initial)*	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

H. AFFILIATE and JOINT VENTURE RELATIONSHIPS

2.0 Are there any other construction-related firms in which, now or in the past five years, the submitting Business Entity or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? *(Attach additional pages if necessary.)*		☐ Yes ☐ No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity
Firm/Company Address		
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this firm?		☐ Yes ☐ No
Individual's Name *(Include middle initial)*	Position/Title with Firm/Company	
2.1 Does the Business Entity have any construction-related affiliates not identified in the response to question 2.0 above? *(Attach additional pages if necessary.)*		☐ Yes ☐ No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable *(enter N/A, if not applicable)*:		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?		☐ Yes ☐ No
Individual's Name *(Include middle initial)*	Position/Title with Firm/Company	
2.2 Has the Business Entity participated in any construction-related Joint Ventures within the past three (3) years? *(Attach additional pages if necessary.)*		☐ Yes ☐ No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

NYS VENDOR ID: ________

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

III. CONTRACT HISTORY

3.0	Has the Business Entity completed any construction contracts? *If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc. If less than ten, include most recent subcontracts on projects up to that number.*	☐ Yes ☐ No
3.1	Does the Business Entity currently have uncompleted construction contracts? *If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc. Note: Ongoing projects must be included.*	☐ Yes ☐ No

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

4.0	Been suspended or debarred from any government contracting process or been disqualified on any government procurement?	☐ Yes ☐ No
4.1	Been subject to a denial or revocation of a government prequalification?	☐ Yes ☐ No
4.2	Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	☐ Yes ☐ No
4.3	Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	☐ Yes ☐ No
4.4	Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	☐ Yes ☐ No
4.5	Agreed to a voluntary exclusion from bidding/contracting with a government entity?	☐ Yes ☐ No
4.6	Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

5.0	Defaulted on or been suspended, cancelled or terminated for cause on any contract?	☐ Yes ☐ No
5.1	Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract?	☐ Yes ☐ No
5.2	Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity?	☐ Yes ☐ No
5.3	Had its surety called upon to complete any contract whether government or private sector?	☐ Yes ☐ No
5.4	Forfeited all or part of a standby letter of credit in connection with any government contract?	☐ Yes ☐ No

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

6.0	Had a revocation or suspension of any business or professional permit and/or license?	☐ Yes ☐ No
6.1	Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or a federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership?	☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

7.0	Been the subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?	☐ Yes ☐ No
7.1	Been the subject of: (i.) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or	☐ Yes ☐ No
	(ii.) Any criminal investigation, felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent Minority-Owned Business Enterprise, Women-Owned Business Enterprise, or a Disadvantaged Business Enterprise?	☐ Yes ☐ No
7.2	Received any OSHA citation, which resulted in a final determination classified as serious or willful?	☐ Yes ☐ No
7.3	Had a government entity find a willful prevailing wage or supplemental payment violation?	☐ Yes ☐ No
7.4	Had a New York State Labor Law violation deemed willful?	☐ Yes ☐ No
7.5	Entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	☐ Yes ☐ No

NYS VENDOR ID: ____________

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

7.6	Other than previously disclosed, been the subject of any citations, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of: • Federal, state or local health laws, rules or regulations; • Federal, state or local environmental laws, rules or regulations; • Unemployment insurance or workers compensation coverage or claim requirements; • Any labor law or regulation, which was deemed willful; • Employee Retirement Income Security Act (ERISA); • Federal, state or local human rights laws; • Federal, state or local security laws?	☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.

VIII. LEADERSHIP INTEGRITY

If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.

Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:

8.0	Sanctioned relative to any business or professional permit and/or license?	☐ Yes ☐ No ☐ N/A
8.1	Suspended, debarred or disqualified from any government contracting process?	☐ Yes ☐ No ☐ N/A
8.2	The subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?	☐ Yes ☐ No ☐ N/A
8.3	Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: (i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny	☐ Yes ☐ No ☐ N/A

For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

9.0 Within the past five (5) years, has the Business Entity or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.1 Within the past five (5) years, has the Business Entity or any affiliate had any liquidated damages assessed over $25,000?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments over $25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days? (*Note: including but not limited to tax warrants or liens. Do not include UCC filings.*)	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 In the last seven (7) years, has the Business Entity or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	☐ Yes ☐ No
If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	

9.4 What is the Business Entity's Bonding Capacity?		
a. Single Project	b. Aggregate (All Projects)	
9.5 List Business Entity's Gross Sales for the previous three (3) Fiscal Years:		
1st Year (Indicate year) Gross Sales	2nd Year (Indicate year) Gross Sales	3rd Year (Indicate year) Gross Sales
9.6 List Business Entity's Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)		
1st Year (Indicate year) Amount	2nd Year (Indicate year) Amount	3rd Year (Indicate year) Amount
9.7 Attach Business Entity's most recent annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls. *(This information must be attached.)*		

NYS VENDOR ID: ____________

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

X. FREEDOM OF INFORMATION LAW (FOIL)	
10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). *Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.*	☐ Yes ☐ No
If "Yes," indicate the question number(s) and explain the basis for the claim.	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official ______________________________

Printed Name of Signatory ______________________________

Title ______________________________

Name of Business ______________________________

Address ______________________________

City, State, Zip ______________________________

Sworn to before me this ______ day of ______________, 20___;

______________________________ Notary Public

AC 3296-S (4/13)

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

1.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
2.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
3.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
4.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
5.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable

AC 3294-S (1/12)

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT A -- COMPLETED CONSTRUCTION CONTRACTS

NYS Vendor ID:

Vendor Name:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

6.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
7.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
8.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
9.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
10.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable

AC 3295-S (4/17)

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

Question 3.1: *List all current uncompleted construction contracts:* **NYS Vendor ID:**

1. Agency/Owner
   Contact Person | Telephone No. | Designer Architect and /or Design Engineer | Award Date | Completion Date
   Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | EIN of JV, if applicable
   Total Contract Amount | Amount Sublet to others | Uncompleted Amount

2. Agency/Owner
   Contact Person | Telephone No. | Designer Architect and /or Design Engineer | Award Date | Completion Date
   Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | EIN of JV, if applicable
   Total Contract Amount | Amount Sublet to others | Uncompleted Amount

3. Agency/Owner
   Contact Person | Telephone No. | Designer Architect and /or Design Engineer | Award Date | Completion Date
   Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | EIN of JV, if applicable
   Total Contract Amount | Amount Sublet to others | Uncompleted Amount

4. Agency/Owner
   Contact Person | Telephone No. | Designer Architect and /or Design Engineer | Award Date | Completion Date
   Contract No. | Prime or Sub | Joint Venture (JV) Name, if applicable | EIN of JV, if applicable
   Total Contract Amount | Amount Sublet to others | Uncompleted Amount

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

NYS Vendor ID:

Vendor Name:

Question 3.1: List all current uncompleted construction contracts:

5.
- Agency/Owner
- Contact Person
- Telephone No.
- Designer Architect and /or Design Engineer
- Contract No.
- Prime or Sub
- Joint Venture (JV) Name, if applicable
- EIN of JV, if applicable
- Total Contract Amount
- Amount Sublet to others
- Uncompleted Amount
- Award Date
- Completion Date

6.
- Agency/Owner
- Contact Person
- Telephone No.
- Designer Architect and /or Design Engineer
- Contract No.
- Prime or Sub
- Joint Venture (JV) Name, if applicable
- EIN of JV, if applicable
- Total Contract Amount
- Amount Sublet to others
- Uncompleted Amount
- Award Date
- Completion Date

7.
- Agency/Owner
- Contact Person
- Telephone No.
- Designer Architect and /or Design Engineer
- Contract No.
- Prime or Sub
- Joint Venture (JV) Name, if applicable
- EIN of JV, if applicable
- Total Contract Amount
- Amount Sublet to others
- Uncompleted Amount
- Award Date
- Completion Date

8.
- Agency/Owner
- Contact Person
- Telephone No.
- Designer Architect and /or Design Engineer
- Contract No.
- Prime or Sub
- Joint Venture (JV) Name, if applicable
- EIN of JV, if applicable
- Total Contract Amount
- Amount Sublet to others
- Uncompleted Amount

AC3295-S (4/12)

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

Question 3.1: List all current uncompleted construction contracts:					NYS Vendor ID:
9.	Agency/Owner				
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer	Award Date	Completion Date
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount
10.	Agency/Owner				
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer	Award Date	Completion Date
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount

Grand Total All Uncompleted Contracts	$0.00

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

NYS Vendor ID: ______________________

As of Date: ______________________

ASSETS

Current Assets

1. Cash $ ________
2. Accounts receivable - less allowance for doubtful accounts $ ________
   - Retainers included in accounts receivable $ ________
   - Claims included in accounts receivable not yet approved or in litigation $ ________
   - Total Accounts Receivable $ ________
3. Notes receivable - due within one year $ ________
4. Inventory - materials $ ________
5. Contract costs in excess of billings on uncompleted contracts $ ________
6. Accrued income receivable
   - Interest $ ________
   - Other (list) ________ $ ________
   - ________ $ ________
   - Total Accrued Income Receivable $ ________
7. Deposits
   - Bid and Plan ________ $ ________
   - Other (list) ________ $ ________
   - ________ $ ________
   - Total Deposits $ ________
8. Prepaid Expenses
   - Income Taxes $ ________
   - Insurance $ ________
   - Other (list) ________ $ ________
   - ________ $ ________
   - Total Prepaid Expenses $ ________
9. Other Current Assets
   - Other (list) ________ $ ________
   - ________ $ ________
   - Total Other Current Assets $ ________
10. Total Current Assets $ ________
11. Investments
    - Listed securities-present market value $ ________
    - Unlisted securities-present value $ ________
    - Total Investments $ ________

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

NYS Vendor ID: ____________________

12. Fixed Assets
    - Land $ ________
    - Building and improvements $ ________
    - Leasehold improvements $ ________
    - Machinery and equipment $ ________
    - Automotive equipment $ ________
    - Office furniture and fixtures $ ________
    - Other (list) $ ________
    - ____________________ $ ________
    - ____________________ $ ________
    - Total $ ________
    - Less: Accumulated depreciation $ ________
    - Total Fixed Assets - Net $ ________ $ ________
13. Other Assets
    - Loans receivable
        - Officers $ ________
        - Employees $ ________
        - Shareholders $ ________
    - Cash surrender value of officers' life insurance $ ________
    - Organization expense - net of amortization $ ________
    - Notes receivable - due after one year $ ________
    - Other (list) $ ________
    - ____________________ $ ________
    - ____________________ $ ________
    - Total Other Assets $ ________
14. TOTAL ASSETS $ ________ $ ________

NYS Vendor ID: ____________________

LIABILITIES

Current Liabilities

15. Accounts payable		$ ______ -
16 a. Loans from shareholders - due within one year		$ ______ -
16 b. Other Loans - due within one year		$ ______ -
17. Notes payable - due within one year		$ ______ -
18. Mortgage payable - due within one year		$ ______ -
19. Other payables - due within one year		
Other (list) ____________________	$ ______ -	
____________________	$ ______ -	
Total Other Payables - due within one year		$ ______ -
20. Billings in excess of costs and estimated earnings		$ ______ -
21. Accrued expenses payable		
Salaries and wages	$ ______ -	
Payroll taxes	$ ______ -	
Employees' benefits	$ ______ -	
Insurance	$ ______ -	
Other	$ ______ -	
Total Accrued Expenses Payable		$ ______ -
22. Dividends payable		$ ______ -
23. Income taxes payable		
State	$ ______ -	
Federal	$ ______ -	
Other	$ ______ -	
Total Income Taxes Payable		$ ______ -
24. Total current liabilities		$ ______ -
25. Deferred income taxes payable		
State	$ ______ -	
Federal	$ ______ -	
Other	$ ______ -	
Total Deferred Income Taxes		$ ______ -
26. Long Term Liabilities		
Loans from shareholders - due after one year	$ ______ -	
Other Loans - due within one year		
Principle	$ ______ -	
Interest	$ ______ -	
Notes payable - due after one year	$ ______ -	
Mortgage - due after one year	$ ______ -	
Other payables - due after one year	$ ______ -	
Other (list) ____________________	$ ______ -	
____________________	$ ______ -	
Total Long Term Liabilities		$ ______ -

NYS Vendor ID: ____________________

27. Other Liabilities
    Other (list)
    ____________________ $ ________
    ____________________ $ ________
    Total Other Liabilities $ ________
28. TOTAL LIABILITIES $ ________

NET WORTH

29. Net Worth (If proprietorship or partnership) $ ________
30. Stockholders' Equity
    Common stock issued and outstanding $ ________
    Preferred stock issued and outstanding $ ________
    Retained earnings $ ________
    Total $ ________
    Less: Treasury stock $ ________
31. TOTAL STOCKHOLDERS' EQUITY $ ________
32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY $ ________

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2015, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NONE

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

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

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: April 5, 2015

Vendor: Welsbach Electric Corp. of L.I.

Signed:

Print Name: Joseph P. Florio

Title: President / C.E.O.