Certified: --

B-7-26

FILED BY THE NASSAU COUNTY CLERK OF THE LEGISLATURE JUNE 8, 2026 3:17 PM

NIFS ID: CLPW26000012

Capital: **X**

Contract ID #: **CHPW25000011**
NIFS Entry Date: **05/08/2026**
DPW Contract Number: **H62153-13GR**

Department: Public Works

Service: **Pavement Marking Improv. H62153-13GR Phase 13 PIN 0761.23 B07-26 Amend. 1**
Term: **No change to term**
Contract Delayed:

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

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

Vendor/Municipality Info:	
Name: **Safety Marking LLC**	ID#:**061267005**
Main Address: **255 Hancock Avenue Bridgeport, CT 06605**	
Main Contact: **Carly Thomas**	
Main Phone: **(203) 333-6870**	

Department:
Contact Name: **Christopher Liberti**
Address: **NCDPW 1194 Prospect Ave Westbury, NY 11590**
Phone: **(516) 571-3930**
Email: **cliberti@nassaucountyny.gov,ldionisio@nassaucountyny.gov,cpetrucci@nassaucountyny.gov,ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov**

Contract Summary

Purpose: This contract will refurbish worn and faded, pavement markings on various roads throughout the County road system with a durable, reflective pavement marking materials. Amendment No. 1 provides additional funds to perform additional construction services to implement new technology that provides superior wet-night visibility of the markings over what has been used in the past. In addition, the County is using 50% wider lines than previous projects due to the recommendations from the recently updated MUTCD. Additional funding is required to complete all of the work that was scoped under the existing pavement marking project using new standards and specifications.

Procurement History: The Contractor was selected through an open competitive bidding process. The bid was advertised May 22, 2024. There was one (1) bidder. The bid was received on June 25, 2024. The bid received for the above referenced contract has been examined and the bid submitted by Safety Marking LLC in the amount of $1,474,795.00 was acceptable as the lowest bid.

Description of General Provisions: Same as the original contract. This is a unit price contract. The contract shall be completed within 365 calendar days from the commencement of work date unless the County exceeds the original scope of work. In that event, the contract shall be extended to allow for 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 at the discretion of the County.

Impact on Funding / Price Analysis: The maximum amendment amount is $737,397.50. The original contract maximum is being increased from $1,474,795.00 to $2,212,192.50. The funds are available in Capital Project 62153.

Change in Contract from Prior Procurement: Adding additional funds.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 06/16/2025

Original procurement method: Formal Sealed Bid

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

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

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00004	PWCAPCAP 00004 62153 123	02	$737,397.50
Project Number 62153 Project Detail 123								
						TOTAL		**$737,397.50**

Additional Info	
Blanket Encumbrance	
Transaction	109
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.00
Federal	$0.00
State	$0.00
Capital	$737,397.50
Other	$0.00
Total	**$737,397.50**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	05/11/2026 04:14PM	Approved
NIFS Final Approval	Christopher Yansick	05/12/2026 07:03AM	Approved
Final Approval	Christopher Yansick	05/12/2026 07:03AM	Approved
DPW			
Capital Fund Approval	Christopher Yansick	05/12/2026 07:04AM	Approved
Final Approval	Christopher Yansick	05/12/2026 07:04AM	Approved
County Attorney			
RE & Insurance Verification	Kemely Weiss	06/05/2026 08:26AM	Approved
Approval as to Form	Julie Silverstein	05/12/2026 06:22PM	Approved
NIFS Approval	Kemely Weiss	06/05/2026 08:27AM	Approved
Final Approval	Kemely Weiss	06/05/2026 08:27AM	Approved
OMB			
NIFS Approval	Aniello Morgillo	05/12/2026 09:23AM	Approved
NIFA Approval	Christopher Nolan	05/12/2026 05:29PM	Approved
Final Approval	Christopher Nolan	05/12/2026 05:29PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	06/05/2026 10:31AM	Approved
DCE Compliance Approval	Robert Cleary	06/05/2026 12:08PM	Approved
Vertical DCE Approval	Arthur Walsh	06/08/2026 02:32PM	Approved
Final Approval	Arthur Walsh	06/08/2026 02:32PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	06/08/2026 02:57PM	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

B07-26

RULES RESOLUTION NO. -2026

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 SAFETY MARKING LLC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract H62153-13GR, for NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS- PHASE 13, PIN 0761.23, VARIOUS LOCATIONS, NASSAU COUNTY, NY["Contract"], as more particularly described in the contract documents, a copy of which are 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 $737,397.50 dollars, such that the total Maximum Amount the County shall pay the Contractor shall not exceed $2,212,192.50 and

WHEREAS, the funding for this Contract Amendment is from capital funds approved by the Nassau County Legislature: now therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on 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 with the vendor.

AMENDMENT NUMBER ONE

This AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment"), dated as of the date this amendment is executed by Nassau County (the "Effective Date") 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) Safety Marking LLC, 255 Hancock Avenue, Bridgeport, Connecticut 06605 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County Contract Number H62153-13GR between the County and the Firm, executed on behalf of the County on June 16, 2025 (the "Original Agreement"), the Firm performed construction services consisting of the furnishing labor, materials, tools, equipment, and incidentals as specified for the refurbishment of epoxy pavement markings along various roadways in Nassau County, 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 for one (1) year, with the Department's option to extend the term of the Contract at its own discretion (the "Term"), and extended by letter to December 31, 2026;

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 one million four hundred seventy-four thousand seven hundred ninety-five dollars and zero cents ($1,474,795.00) (the "Maximum Amount");

WHEREAS, the County and the Contractor desire to modify the Maximum Amount of the Agreement to increase the amount of funds available to compensate the Contractor for the providing Services by an additional seven hundred thirty-seven thousand three hundred ninety-seven dollars and fifty cents ($737,397.50) as provided herein ("Amendment Number One"); and,

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

1. Maximum Amount. The Maximum Amount shall be increased by seven hundred thirty-seven thousand three hundred ninety-seven dollars and fifty cents ($737,397.50). Accordingly, the total Maximum Amount the County shall pay the Contractor shall not exceed two million two hundred twelve thousand one hundred ninety-two dollars and fifty cents ($2,212,192.50), during the Term (the "Amended Maximum Amount") for Services under the Amended Agreement.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment Number One shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement or as otherwise provided the Original Agreement.

3. Compliance with Law.

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.

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.

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

a) 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;
b) 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;
c) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
d) 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;

e) 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;
f) 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; and
g) The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts.

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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

Safety Marking LLC

By: Bkelly

Name: Bronson Kelly

Title: Vice President

Date: 5/8/26

County of Nassau

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 8 day of MAY in the year 2026 before me personally came Bronson Kelly to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Vice President of Safety Marking LLC, 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 Heet A Brush

My Commission Expires
03.31.2030

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

On the ____ day of _____ in the year 2026 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

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

On the ____ day of _____ in the year 2026 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

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Contract File

FROM: Jane Houdek, Esq.

Designated DCCO

DATE:

November 18, 2025

SUBJECT:

Amendments f or Contracts No: H62153-13GR, 14G & 15G
Pavement Marking Improvements
Safety Marking LLC
Responsibility Determination Memorandum

DPW Summary Finding

It is the Department's opinion that based on the information known to the Department and summarized in this memorandum, that the vendor is a responsible contractor for the purpose of being awarded the above-referenced contract.

Prior to the award of a contract, New York State agencies and political subdivisions, are required to make a determination of responsibility of the proposed vendor. State Finance Law §163 (9) (f); Highway Law §38; Public Building Law §8; General Municipal Law §103. General Municipal Law §103 requires the County to award contracts to a "responsible bidder" but does not define that term. However, the State Finance Law, which is the analogous law for contracting by New York State agencies, defines responsible as: "financial ability, legal capacity, integrity and past performance of a business entity and as such terms have been interpreted relative to public procurements". NY CLS St. Fin §163 (1) (c). This standard is applied to procurements pursuant to NYGML §103. *Matter of AAA Caring & Rubbish Removal, Inc. v. Town of Southeast,* 17 N.Y. 3d 136 (2011)

The NY State Office of General Services employees the FLIP analysis -financial ability, legal capacity, integrity, and past performance – to meet its obligation to make a responsibility determination.

Application of the FLIP test

As explained in this memorandum, the FLIP test, can be used to evaluate a vendor's responsibility.

1. Financial and Organizational Capacity
   The Department has reviewed materials supplied by vendor as required by the bid documents and is satisfied that the vendor has met the financial and organizational capacity as required by the bid documents.

2. Legal Authority
   Vendor is not debarred.

3. Integrity
   Vendor possesses requisite business integrity-analysis of vendor information described in later portion of this memorandum.

4. Past Performance
   Based upon the vendor's prior performance on County contracts, as well as a check of vendor's reference, vendor is qualified to perform the work for the above-referenced contract.

SUBJECT: Amendments for Contracts No: H62153-13GR, 14G & 15G
Pavement Marking Improvements
Safety Marking LLC
Responsibility Determination Memorandum

Nassau County Procurement Policy Requirements

Similarly, the Nassau County Procurement Policy states that, "a vendor is deemed responsible to be awarded a contract when it has demonstrated that it has the integrity and capacity to perform the required services on behalf of the County." Nassau County Procurement Policy at Appendix E. Appendix E goes on to state that factors to consider in determining the responsibility of a vendor include financial resources, organizational capacity, a satisfactory record of performance and a satisfactory record of business integrity - an analysis identical to the FLIP test.

For purposes of its consideration of responsibility, the County requires potential vendors to submit vendor disclosure forms. Those forms are used by the Department as a tool when conducting a vendor responsibility review with the intent of determining "if there exists any material adverse information impacting the vendor's capacity or integrity." Quoting Appendix E.

The following is quoted from Appendix E:

> For adverse information to be considered a factor in a vendor responsibility review, the information must be found to be material. Not all adverse information may be material. Materiality is greater for more recent events than for less recent ones, and materiality is greater for events concerning services more closely related to those required by the County than services that are less so. An event is considered most material when it concerns services equivalent or similar to those required by the County, has occurred recently, occurred in close geographic proximity to the County, and involves one or more individuals or organizational departments that may be involved in the conduct of the County contract. Also relevant in this assessment is whether the event involves a relatively large or small amount of money, services, or product; whether the event involves a threat to life, health, safety, or property, whether criminality or possible criminality is involved; and the quantity of adverse information. In addition, any adverse information discovered by a department, which should have been, but was not disclosed by the vendor on the appropriate disclosure form(s) may be considered material.
>
> Examples of adverse information that may not be considered material include adverse social media posts or poor reviews of a company posted on the internet. In addition, adverse information that occurred and/or was resolved more than five years ago generally is not considered material, although once such information has been identified the department conducting the review should investigate whether any similar subsequent event(s) occurred that may be subject to further analysis or suggesting a concern regarding the vendor's corporate culture.
>
> A finding of non-responsibility has significant implications for the vendor, since subsequent to that determination the vendor must disclose it in future solicitation responses to public entities. Therefore, the finding must be based upon evidence of a sufficiently severe failure of capacity and/or integrity on the part of the vendor. Any adverse information which is not deemed to be sufficient for a finding of non-responsibility must be demonstrated by the vendor to have been addressed sufficiently through implementation of corrective actions and/or plans to ensure that the adverse event(s) shall not impact or recur during the conduct of the County contract under consideration. Corrective actions that may be considered in this regard include, but are not limited to, termination of the employee(s) involved, introduction of new policies and procedures, employee trainings, reorganization of the vendor's structure, introduction of new internal or external monitors, payment of all fines, satisfactory resolution of the matter by the investigating entity, etc.

SUBJECT: Amendments for Contracts No: H62153-1 3GR , 14 G & 15G
Pavement Marking Improvements
Safety Marking LLC
Responsibility Determination Memorandum

Application of the Materiality Evaluation to Determine Vendor Integrity

As described in this memorandum, the Nassau County Procurement Policy at Appendix E identifies factors that should be considered when determining if the adverse information available about a vendor rises to level of materiality (vendor responsibility determination is dependent upon material information).

Vendor Adverse Information

Vendor reports an OSHA investigation, resulting in an "Other than Serious" violation issued in 2022, on a non-County project. Vendor has performed work for the County for many years without incidence. Vendor reports that it complied with a United States Attorney's office investigation of an unaffiliated company. Vendor reports that a former employee it terminated for aggressive bullying filed a protected speech complaint with the National Labor Relations Board; no violation was issued, and the charge was settled. The Department is satisfied with the Vendor's reporting of Adverse Information and has concluded that the Vendor is a responsible vendor for the performance of the scope of work in Contracts H62153-1 3GR , 14 G & 15G.

Jane Houdek
Counsel for DPW

JH:jd

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Safety Marking LLC

2. Amount requiring NIFA approval: $737,397.50

Amount to be encumbered: $737,397.50

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 to term

Has work or services on this contract commenced? Yes

If yes, please explain: Refurbishment of worn and faded, pavement markings on various roads throughout the County road system

4. Funding Source:

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

This contract will refurbish worn and faded, pavement markings on various roads throughout the County road system with a durable, reflective pavement marking materials. Amendment No. 1 provides additional funds to perform additional construction services to implement new technology that provides superior wet-night visibility of the markings over what has been used in the past. In addition, the County is using 50% wider lines than previous projects due to the recommendations from the recently updated MUTCD. Additional funding is required to complete all of the work that was scoped under the existing pavement marking project using new standards and specifications.

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 05/12/2026

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.

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, Mark Kelly 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: Safety Marking LLC

Vendor's Address: 255 Hancock Avenue Bridgeport CT US 06605

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 03/03/2026 01:14:58 pm

Lobbyist Registration and Disclosure Form:
No Lobbyist Registration and Disclosure Forms have been selected.

Business History Form certified: 03/04/2026 01:55:01 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 03/03/2026 01:16:17 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Mark Kelly [MKELLY@SAFETYMARKING.NET]
Date Certified	04/01/2026 02:19:38 pm

Principal Name	Terry Healy [THEALY@SAFETYMARKING.NET]
Date Certified	04/01/2026 01:35:07 pm

Principal Name	Steven Treglia [STREGLIA@SAFETYMARKING.NET]
Date Certified	04/01/2026 01:32:23 pm

I, Mark Kelly 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."

Mark Kelly MKELLY@SAFETYMARKING.NET

Name

Chairman of the Board

Title

Safety Marking LLC

Name of Submitting Entity

04/01/2026 02:20:46 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: 03/03/2026

1) Proposer's Legal Name: Safety Marking LLC

2) Address of Place of Business: 255 Hancock Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605

Country: US

Address: 460 Bostwick Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605

Country: US

Start Date: End Date:

Address: 500 Bostwick Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605

Country: US

Start Date: End Date:

Address: 59 Stilson Road

City: Richmond State/Province/ Territory: RI Zip/Postal Code: 02898

Country: US

Start Date: End Date:

Address: 84 Sylvester Street

City:	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country:	US				
Start Date:				End Date:	

Address:	85 New York Avenue				
City:	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country:	US				
Start Date:				End Date:	

3) Mailing Address (if different): 255 Hancock Avenue

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: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Other (Describe) Safety Marking, Inc. reorganized on May 22, 2022 to Safety Marking, LLC. Tax ID is the same.

1 File(s) uploaded: CT Sec of State Business Details.pdf

7) Does this business share office space, staff, or equipment expenses with any other business?

YES [X] NO [ ] If yes, please provide details:

When a contract requires unionized labor, Safety Marking LLC will utilize Safety Marking of NY LLC's personnel as Safety Marking of NY LLC is a unionized company. Safety Marking of NY LLC supplies unionized labor to Safety Marking LLC exclusively. Safety Marking of NY LLC will not be performing any active work on these projects. Safety Marking LLC's certified payroll administrator handles Safety Marking of NY LLC's payroll and Safety Marking LLC Controller handles various accounting services for Safety Marking of NY LLC.

8) Does this business control one or more other businesses?

YES [X] NO [ ] If yes, please provide details:

Safety Marking LLC is affiliated with Safety Marking of NY LLC which provides union labor solely and exclusively to Safety Marking LLC.

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:

Safety Marking of NY LLC whose sole function is to provide union labor exclusively to Safety Marking LLC. Safety Marking Topco LLC is the parent company to Safety Marking LLC.

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.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 [X] NO [ ] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

Citation 1 - OSHA Other-Than-Serious-Violation (please see attached for detail)
8/29/2022 - OSHA investigation, resulting in an "Other Than Serious" violation from an employee being backed into in a work zone.

2 File(s) uploaded: Proof of Payment.pdf, Signed Safety Marking settlement Agreement for Inspection 1617721 (003).pdf

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.

If a Safety Marking LLC employee had any conflict of interest, that employee would not be allowed to be involved with projects in any capacity nor would they have access to any information regarding the project.

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 [X] NO [ ]

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

i) Date of formation;

02/10/1989

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.

Mark Kelly, Chairman of the Board

Highview Capital LLC, Shareholder - No owner of Highview Capital directly or indirectly owns 10% or more of Safety Marking LLC

First Name	Mark				
Last Name	Kelly				
MI		Suffix			
Address	Safety Marking LLC				
City	Bridgeport	State/Province/ Territory	CT	Zip/Postal Code	06605
Country	US				
Position	Chief Executive Officer				

1 File(s) uploaded: CCVD Form - Question 4 word doc.docx

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

3 File(s) uploaded: CCVD Form - Question 4.pdf, CCVD Form - Question 4.pdf, CT Sec of State Business Details.pdf

iv) State of incorporation (if applicable);

CT

v) The number of employees in the firm;

160

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

5 File(s) uploaded: Abraham Nieves.pdf, Daniel_King_Resume_4.2020.pdf, PJ Clyne.pdf, Ray Ryan.pdf, SMC History 1973 - Present.pdf

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

B. Indicate number of years in business.

51

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

Please see attachment with Company History, resumes, and equipment list in item vii) above. Also attached are disclosures that do not apply to any question on this form.

2 File(s) uploaded: BUSINESS HISTORY Additional Information.pdf, Leslie Robinson, Esq - NYSDOT Item 14e.pdf

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 Department of Transportation		
Contact Person	Jeffrey Dionisio, EIC		
Address	3380 Veterans Memorial Highway		
City	Bohemia	State/Province/Territory	NY
Country	US		
Telephone	(631) 905-7139		
Fax #	(631) 761-6474		
E-Mail Address	jeffrey.dionisio@dot.ny.gov		

Company	The Port Authority of NY & NJ		
Contact Person	Marcelo Morelli, Chief Operations Supervisor		
Address	JFK International Airport		
City	Queens	State/Province/Territory	NY
Country	US		
Telephone	(914) 675-1498		
Fax #			
E-Mail Address	mmorelli@panynj.gov		

Company	New York State Thruway Authority		
Contact Person	Jessica Mandy		
Address	4 Executive Boulevard, Suite 400		
City	Suffern	State/Province/Territory	CT
Country	US		
Telephone	(845) 222-4588		
Fax #			
E-Mail Address	jessica.mandy@thruway.ny.gov		

I, Steven Treglia , 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, Steven Treglia , 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.

Name of submitting business: Safety Marking LLC

Electronically signed and certified at the date and time indicated by:
Steven Treglia STREGLIA@SAFETYMARKING.NET

Chief Financial Officer
Title

03/04/2026 01:55:01 pm
Date

SAFETY MARKING LLC ACTIVE

255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605, United States

BUSINESS DETAILS

Business Details

General Information

Principal Details

Principal Name
Mark Kelly

Principal Title
Manager

Principal Business address
255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605, United States

Principal Residence address
[redacted]

Principal Name
WEST ROAD, INC.

Principal Title
Member

Principal Business address
255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605, United States

Agent details

Filing History

Name History

Shares

U.S. Department of Labor Occupational Safety and Health Administration
380 Westminster St.
Room 543
Providence, RI 02903

In the Matter Of: Safety Marking Inc.

OSHA No.(s): 1617721

INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA), in settlement of the above referenced Citation(s) and Notification(s) of Penalty, which were issued on 10/11/2022, hereby agree as follows:

1. The Employer agrees to correct the violations as cited in the above referenced citation(s) or as mentioned below.

2. The Employer agrees to pay all proposed penalties, if any, as issued with the above referenced citation(s), or as amended by this agreement, as amended below. The Employer further agrees to pay the amended total penalty of **$7,179.20** on or before **November 28, 2022,** and if the amended penalty is not paid on or before **November 28, 2022,** the original total proposed penalty will become due and payable immediately plus any collection fees, interest, and penalties incurred thereafter.

3. The Employer and OSHA agree that the following citation item(s) and penalty (if any) are not being amended by this agreement.

TYPE OF VIOLATION	CITATION NO.	ITEM NO.
None		

4. OSHA agrees that the following citation item(s) and penalties are being amended (see attachment).

   Penalty for Citation 1, Item 1 has been reclassified to Other-Than-Serious and modified to 29 CFR 1926.601(b)(4)(11). The penalty has been reduced to $7,179,20

5. In consideration of the foregoing amendment(s) and/or modification(s) to the citation(s), the Employer hereby waives its right to contest said citation(s) pursuant to Section 10(c) of the Occupational Safety and Health Act of 1970. It is understood and agreed by the Occupational Safety and Health Administration and the Employer that the citation(s) as amended and/or modified by this agreement shall be deemed a final order not subject to review by any court or agency.

6. The Employer agrees to immediately post a copy of this Settlement Agreement in a prominent place at or near the location of the violation(s) referred to in paragraphs 3 or 4 above. This Settlement Agreement must remain posted until the violations cited have been corrected, or for three working days (excluding weekends and Federal Holidays) whichever is longer.

7. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

8. Failure of the Employer to comply with the terms of this Agreement shall cause the amended total penalty to revert to the original total proposed penalty.

9. The Citation(s) is/are deemed amended to include any abatement measures, including agreements as to actions to be taken by the Employer which are described in this agreement.

10. The Employer will not chill the exercise of any person's rights under Section 11(c)(l) of the Act and will not violate the provisions of Section 11(c)(1) of the Act by discriminating against, interfering with, restraining, or coercing any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act or has testified or is about to testify in any such proceeding or because of the exercise by such employee on behalf of himself or others of any right afforded by this Act.

11. None of the foregoing agreements, statements, stipulations, and actions taken by the Employer shall be deemed an admission of the allegations contained within the citations, notifications of penalty herein. The agreements, statements, stipulations, findings, and actions taken herein are made for the purpose of settling this matter economically and amicably and they shall not be used for any purpose, except for the proceedings and matters arising under the OSHA Act (29 USC 651, et seq.).

For the Employer

11/3/2022
Date

For the Occupational Safety and Health Administration
Robert J. Sestito, Area Director

Date

NOTICE TO EMPLOYEES

The law gives you or your representative the opportunity to object to any abatement date set for a violation if you believe the date to be unreasonable. Any contest to the abatement dates of the citations amended in paragraph 4 of this Settlement Agreement must be mailed to the U.S. Department of Labor/OSHA at 380 Westminster Street 543, Providence, RI 02903, within 15

working days (excluding weekends and Federal Holidays) of the receipt by the Employer of this Settlement Agreement. You or your representative also have the right to object to any of the abatement dates sets for violations referred to in paragraph 3 provided that the objection is mailed to the address shown above within the 15-working-day period established by the original citation.

SMC
Safety Marking LLC

"OUR REPUTATION IS BUILT ONE LINE AT A TIME"
www.safetymarking.net

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

4. List names and addresses of all principles; 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:

- Mark Kelly, Chairman of the Board
- P.J. Gilbert, Board Member
- Dan Piccman, Board Member
- Matt Soule, Board Member
- Charlie Alluto, Board Member
- Phil Crawford, Board Member
- Terry Healy, CEO / Officer
- Steven Treglia, CFO / Officer

RAY RYAN, LI Superintendent

Contact Information	Cell # - 203.895-1777 Email – rryan@safetymarking.net Office # - 516.333-0489 ***Safety Marking LLC*** 255 Hancock Avenue Bridgeport, CT 06605 (203) 333 - 6870
Position	**Long Island Superintendent**
Experience	• Employed by Safety Marking since 2000 • Managed various construction and maintenance projects ranging in value from $10,000 to $8 million • Managed NYSDOT Primes and supervised traffic control on Interstate & Parkway Projects since 2012 • Fully trained and experienced in application and removal of all temporary and durable pavement markings offered by SMC. • Working knowledge of all MUTCD, DOT, & FAA specs and regulations • Experienced in layout of new and phase construction • Experienced Epoxy Crew Foreman • Experienced Superintendent
Additional Training	• First Aid & CPR certified • ATTSA Certified Traffic Control Technician • ATTSA Certified Traffic Control Supervisor • OSHA 30

SAFETY MARKING, INC.
255 Hancock Avenue
Bridgeport, CT 06605
FEIN: [redacted]

A. Safety Marking, Inc. has been owned and operated by Mark Kelly since 1973 and is the #1-line striping company in the Northeast and in the top 5 in the Nation.with annual revenues of $40,000,000 to $50,000,000. Safety Marking, Inc. is a full service highway, roadway and airport marking company with expertise in every aspect of pavement marking. Our Corporate Headquarters are located in Bridgeport, CT with offices in Richmond, RI and Westbury, NY. We have successfully completed striping jobs, large and small that include Highway striping, Airports, Parking lots and Custom jobs.

Safety Marking, Inc. offers a full range of products and services that include all aspects of stage construction and application of all durable markings (Epoxy, Thermoplastic, Preformed Tape and Heat Fused Tape) as well as removal of existing markings by hydro blasting, grinding & shot blasting and the installation of rumble strips.

Safety Marking, Inc. is committed to looking toward the future and is constantly working with industry leaders on testing and developing the next generation of pavement markings.

Some company milestones are as follows:

1973 – Safety Marking, Inc. is founded by President Mark Kelly who owns 100% of its shares
1988 - Company launches a full-time highway and roadway marking operation
1989 – Safety Marking, Inc. incorporated February 10, 1989
1993 - Company celebrates its 20th anniversary and beings the first CT State Prime job
1994 - Company establishes new Headquarters in Bridgeport, CT
1995 – Company contracts first NYSDOT Prime job
1996 – Company marks first RIDOT State Prime job
1999 – Company expands to RI and opens second office facility in Richmond
2002 – Company completes initial PANYNJ Prime servicing LGA, JFK, EWR, SWF & TEB
2005 – Company opens third office in Westbury, NY
2012 – Company acquires waterblasting truck for hydroblasting removal
2013 – Company expands its Bridgeport offices and moves its Headquarters to 255 Hancock Ave
2013 – Company is awarded 7 Year PANYNJ Maintenance contract
2014 – Company is awarded 5 Year Westchester County Airport striping & rubber removal contract
2015 – Company is awarded 3 Year Hydro-rubber removal bid for the CT Airport Authority
2015 – Company awarded 3.5 Year subcontract with Rampart Hydro for PANYNJ Rubber Removal Contract
2016 – Company is awarded all 7 CTDOT striping projects, NYSDOT striping contract on Long Island and RIDOT striping contract
2017 – Company is awarded a NYSDOT striping contract on Long Island, striping contracts with Suffolk County, Nassau County, MacArthur Airport, Dutchess County striping contract, 2 striping contracts with Westchester County and a RIDOT striping contract.
2019 – Hired Daniel King as our Manager of Learning & Development to train all employees
2019 – Opened a new Training Facility at 500 Bostwick Avenue, Bridgeport, CT 06605
2020 – Present - Company continues to win striping contracts with NYSDOT, RIDOT, CTDOT, PANYNJ, CT Airport Authority, Nassau County, Dutchess County, Westchester County, Municipalities in NY, CT & RI and begins the service of installing rumble strips.

Patrick J. Clyne, Safety Director

Contact Information

Cell # - 203.258-7367
Email - pjclyne@safetymarking.net
Office # - 203.814-3410

Safety Marking, Inc.
255 Hancock Ave.
Bridgeport, CT 06605
203.333-6870

Position

Safety Director

Experience

- Employed by Safety Marking since 1993
- Managed various construction and maintenance projects in CT, NY & RI ranging in value from $10,000 to $8,000,000
- Fully trained and experienced in application and removal of all temporary and durable pavement markings offered by SMC.
- Working knowledge of all MUTCD, DOT, & FAA specs and regulations.
- Experienced in layout of new and phase construction

Additional Training

- First Aid & CPR certified
- ATSSA certified Traffic Control Technician
- ATSSA certified Traffic Control Supervisor
- 30 Hr OSHA Certified

Education

Humboldt State University – BS in Biology
Dale Carnegie Graduate

Abraham Nieves

Contact Information

Cell # - 203.258-4842
Email - anieves@safetymarking.net

Safety Marking LLC
255 Hancock Ave.
Bridgeport, CT 06605

(203) 333 - 6870

Position

Airport Manager

Experience

- Employed by Safety Marking since 1995
- Managed various construction and maintenance projects in CT, NY, RI ranging in value from $10,000 to $3 million
- Fully trained and experienced in application and removal of all temporary and durable pavement markings offered by SMC.
- Working knowledge of all MUTCD, DOT, & FAA specs and regulations.
- Experienced in layout of new and phase construction

Additional Training

- First Aid & CPR certified
- OSHA 30 Hr
- AirMark Certified
- Hydro-removal Certified
- ATSSA certified Traffic Control Technician
- ATSSA certified Traffic Control Supervisor

Daniel J. King

[redacted]

daniel.f.king@outlook.com | http://www.linkedin.com/in/kingdaniel

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Needs Analysis ♦ Assessment Management

Presentations ♦ Training and Development

Curriculum Design and Implementation

Education ♦ Success Coaching

Accomplished training and development professional dedicated to life-long learning and instruction, capable of advanced level independent and collaborative efforts based on customer needs. Highly engaging presenter using experience, humor, and trust to engage audiences and deliver content in a principled, equitable, and inviting atmosphere where discussion and questions are the foundation for learning.

Career:

Safety Marking Inc., Bridgeport, CT (2018-Present)
Manager of Learning and Development – Human Resources

Safety Marking provides services to government agencies, municipalities, and independent companies throughout New York, Connecticut, Massachusetts, and Rhode Island. With three locations and a state-of-the-art multi-functional fleet, Safety Marking is a full-time highway and roadway marking operation.

Responsibilities:

- Oversee Performance Management and LMS
- Provide Performance Coaching to Management and Staff
- Design and deliver Operations and Professional skills training

Brookhaven National Laboratory, United States Department of Energy, Upton, NY (2014 – 2017)
Principle Technical Training Specialist: Training and Qualification – Human Resources

Brookhaven National Laboratory is a multipurpose research institution funded primarily by the US. Department of Energy's Office of Science that brings world-class facilities and expertise to the most exciting and important questions in basic and applied science— from the birth of our universe to the sustainable energy technology of tomorrow.

Accomplishments:

- Annually deliver 900+ hours of classroom safety courses to audiences including scientific, support and labor personnel
- Directly impact annual accident rate of less than 0.5% by providing instruction in Fall Protection, Confined Space Safety, Hazard Identification, Slip Simulation, Concrete and Masonry Penetration, Site Orientation, and Employee On-boarding
- Partner with Subject Matter Experts (SMEs) and leadership to ensure 2600 lab employees understand and follow relevant Federal, State, local, industry and laboratory safety and compliance regulations
- Provide analysis, consultation, design and development for the implementation of web-based training for operations such as Accident Investigation, Information Safety, Records Management, and Talent Acquisition
- Collaborate lab-wide to identify root causes and areas for development in safety compliance and operations conduct and determine the most appropriate materials and methods for addressing needs and improving deficiencies
- Collaborate with colleagues to manage training website content for 300+ courses, an annual classroom training calendar of more than 450 sessions, and a six terabyte database of training resources
- Explained the history and science of BNL to guests and visitors as site guide during regular individual and group site tours
- Primary voice-over talent for lab-wide A/V productions including R&D 100 submissions, synchrotron advancements, nano research, collider experiments, historical milestones, operations, and emergency procedures
- One of 20 chosen to participate in the 2016 annual BNL Mentorship Program
- Recipient of 2016 Spotlight Award for exceptional job performance

Spellman High Voltage Electronics Corporation, Hauppauge, NY (2012 – 2014)
Training Manager: Global - Human Resources

Spellman provides direct current and high voltage power supplies for the medical, industrial and scientific communities.

Accomplishments:
- Managed a training budget for 1400 international employees with operations in seven countries
- Reviewed Key Performance Indicators and Annual Performance Reviews with senior staff to align training with goals
- Maintained training records and demonstrate data integrity during audits
- Collaborated with SME's and vendors to develop and deliver hard & soft skill training for internal customers
- Developed and design ELearning courses using Articulate, Audacity, Active Presenter, and MS Movie Maker
- Managed utilization of complete *Velsoft* library including customization, branding, and presenting courses
- Partnered with EHS to develop and present OSHA compliance training such as PPE, Aerial and Scissor Lift, Fall &Hearing Protection and HazCom
- Collaborated with Quality SME to ensure training compliance with ISO 9001 and 14001 standards and policies
- Managed Pearson Global English program for 100 users

Healthfirst, New York, NY (2009 – 2012)
Training Manager for Coaching and Development: Center for Employee Excellence - Human Resources

Healthfirst serves New York and New Jersey with over 1,000,000 members and a network of more than 25,000 providers.

Accomplishments:
- Co-Lead the Excellence in Management Program roll-out to 370 mid-level managers
- Graduated Healthfirst's American Management Association Leadership Development Program
- Co-Managed employee learning portal using SumTotal LMS
- Coached 35 Medicare and Medicaid District Managers on enrollment compliance, process, and procedure
- Spearheaded training roll-out of Healthfirst's Medicaid Paperless Enrollment Application System to 400 employees
- Managed training department content using CMS400.net system
- Collaborated with internal SME's to design and deliver ELearning courses using Articulate software
- Delivered new hire training to New York State Medicaid Facilitated Enrollers and Medicare Sales Reps
- Managed skills assessments, system training, and refresher training for 200 field staff via ILT, E-Learning, and webinar

Autologic, Huntington, NY (2007 - 2009)
Curriculum Development Director – Training Publications

Autologic develops diagnostic and programming software for European & Asian luxury and sports cars.

Accomplishments:
- FrameMaker expert
- Generated 40% ROI on training investment over 18 months
- Researched, wrote and designed training manuals for instructor-led training to customers across NA and Canada

InsideTrack, Success Coaching, San Francisco, CA (2005 - 2006)
Success Coach – NJ & CA

InsideTrack promotes student engagement, persistence, and success through personalized student coaching services.

Accomplishments:
- Certified Success Coach for 75 adult learners
- Coached learners to identify and create goals designed to chart immediate and long-term success
- Conducted 15 daily one-to-one time management, problem-solving, and decision-making skills workshops
- Developed and implemented strategies to achieve self-awareness, academic preparedness, and goal attainment

Hackensack Board of Education, High School, Hackensack, NJ (1994 - 2004)
Teacher of Secondary English – Humanities Department

Accomplishments:
- Teacher of 125 secondary students developing writing, reading, research & analysis, and documentation skills
- Curriculum development and delivery that met and exceeded local, state, and federal standards as per NCLB

Education
Fairleigh Dickinson University
Master of Arts, Teaching English Language & Literature

St. Thomas Aquinas College
Bachelor of Arts, English & Journalism

License / Certificate / Qualification
Success Coach
Adult CPR/AED (AHA)
Basic Life Support (AHA)
Confined Space Trainer (BNL)
Fall Protection: Competent Person (Miller)
State of New Jersey: English Language Arts, Secondary Educator

Membership

Association for Talent Development (ATD)	http://www.astd.org/
The ELearning Guild	http://www.elearningguild.com/

References Available Upon Request

BUSINESS HISTORY FORM
Miscellaneous Disclosures that do not apply to any question on this form

On April 5, 2019, the company received a civil investigative demand from the United States Attorney's office, Northern District of New York. The civil demand required the company to provide documentation to the government relating to The Fence Man, Inc., an unaffiliated company. Safety Marking, Inc. complied with the investigative demand and disclosed all documents in accordance thereto and received the attached letter terminating any reporting requirements closing this matter. Please see attached letter from Leslie Robinson, Senior Attorney/NYSDOT.

In January 2020 an employee who was terminated for aggressive and bulling conduct filed a Charge with the NLRB alleging that his bulling conduct was protected speech under the NLRA. No Complaint was issued by the NLRB and the Charge was withdrawn in February 2020 after a settlement.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

JANICE A. McLACHLAN
Acting Chief Counsel

VIA EMAIL ONLY

March 10, 2021

Joshua A. Hawks-Ladds, Attorney
Pullman & Comley LLC
90 State House Square
Hartford, CT 06103-3702
JHawks-Ladds@pullcom.com

Mark Kelly, President
Safety Marking, Inc.
PO Box # 38186
Bridgeport, CT 06605
MKelly@safetymarking.net

Re: Safety Marking, Inc.

Dear Mr. Hawks-Ladds:

On January 19, 2021, you notified the New York State Department of Transportation ("the Department") on behalf of your client, Safety Marking, Inc., ("Safety Marking") of a new development related to the United States Attorney's Civil Investigative Demands and investigation of The Fence Man, Inc. Specifically, you reported that Safety Marking has learned that the United States Attorney's Office (USAO) has settled its investigation of The Fence Man, Inc., and the government and the Fence Man executed a formal Settlement Agreement resolving the matter. You also reported that the USAO has not contacted your client, Safety Marking, since June 2019 regarding its investigation of The Fence Man, Inc., and that The Fence Man matter is now closed. Additionally, you indicated that you do not believe that the USAO has any timely claims that could be raised against your client. Therefore, you requested an end to Safety Marking's reporting requirements regarding the USAO's Investigative Demands and investigation of The Fence Man, Inc.

This request was presented to the Department's Contract Review Unit ("CRU") for further consideration on behalf of the Department. The Department hereby grants your request to end Safety Marking's reporting requirements regarding The Fence Man.

Please contact me by e-mail at Leslie.Robinson@dot.ny.gov if you have questions regarding this.

Sincerely,

Leslie Robinson
Senior Attorney

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?

Electronically signed and certified at the date and time indicated by:
Steven Treglia [STREGLIA@SAFETYMARKING.NET]

Dated: 03/03/2026 01:14:58 pm

Vendor: Safety Marking LLC

Title: Chief Financial Officer

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: Mark Kelly
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 255 Hancock Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country US
Telephone: 2038143423

Other present address(es): 460 Bostwick Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country: US
Telephone: 2038143423

List of other addresses and telephone numbers attached

Type Business
Description
Address 500 Bostwick Avenue

City Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country US
Phone (203) 814-3423

Type Business
Description
Address 59 Stilson Road

City Richmond State/Province/ Territory: RI Zip/Postal Code: 02898
Country US
Phone

Type	Business				
Description					
Address	84 Sylvester Street				
City	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country	US				
Phone					

Type	Business				
Description					
Address	85 New York Avenue				
City	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country	US				
Phone					

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

President		Treasurer	
Chairman of Board	09/02/2025	Shareholder	02/10/1989
Chief Exec. Officer	02/10/1989	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

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

[redacted]

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

Mark Kelly owns the real estate for all of the office locations for Safety Marking LLC. Safety Marking LLC leases those locations from Mark Kelly.

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.

Owner of Safety Marking of NY LLC since May 1, 2016. Safety Marking of NY LLC exclusively provides union labor to Safety Marking LLC. Safety Marking of NY LLC will not be performing any active work on these projects. Owner of the

following holding companies related to real estate and others: Kelly Family Holdings LLC, 460 Bostwick Avenue, Bridgeport LLC, West Road Inc., 255 Hancock Avenue, LLC, New York Avenue LLC, 17 Danbury Avenue, Westport LLC, Stilson Road LLC.

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

Citation 1 - OSHA Other-Than-Serious-Violation (please see attached for detail)
8/29/2022 - OSHA investigation, resulting in an "Other Than Serious" violation from an employee being backed into in a work zone.
FMCSA Violation - 5/10/2023 - No Fine, not an Out of Service Violation. Epoxy Tanks were labeled with the actual GHS label required with more information that "Roadway Striping"

1 File(s) uploaded: Signed Safety Marking settlement Agreement for Inspection 1617721 (003).pdf

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, Mark Kelly , 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, Mark Kelly , 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.

Safety Marking LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Mark Kelly MKELLY@SAFETYMARKING.NET

CEO

Title

04/01/2026 02:19:38 pm

Date

U.S. Department of Labor Occupational Safety and Health Administration
380 Westminster St.
Room 543
Providence, RI 02903

In the Matter Of: Safety Marking Inc.

OSHA No.(s): 1617721

INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA), in settlement of the above referenced Citation(s) and Notification(s) of Penalty, which were issued on 10/11/2022, hereby agree as follows:

1. The Employer agrees to correct the violations as cited in the above referenced citation(s) or as mentioned below.

2. The Employer agrees to pay all proposed penalties, if any, as issued with the above referenced citation(s), or as amended by this agreement, as amended below. The Employer further agrees to pay the amended total penalty of **$7,179.20** on or before **November 28, 2022,** and if the amended penalty is not paid on or before **November 28, 2022,** the original total proposed penalty will become due and payable immediately plus any collection fees, interest, and penalties incurred thereafter.

3. The Employer and OSHA agree that the following citation item(s) and penalty (if any) are not being amended by this agreement.

TYPE OF VIOLATION	CITATION NO.	ITEM NO.
None		

4. OSHA agrees that the following citation item(s) and penalties are being amended (see attachment).

   Penalty for Citation 1, Item 1 has been reclassified to Other-Than-Serious and modified to 29 CFR 1926.601(b)(4)(11). The penalty has been reduced to $7,179,20

5. In consideration of the foregoing amendment(s) and/or modification(s) to the citation(s), the Employer hereby waives its right to contest said citation(s) pursuant to Section 10(c) of the Occupational Safety and Health Act of 1970. It is understood and agreed by the Occupational Safety and Health Administration and the Employer that the citation(s) as amended and/or modified by this agreement shall be deemed a final order not subject to review by any court or agency.

6. The Employer agrees to immediately post a copy of this Settlement Agreement in a prominent place at or near the location of the violation(s) referred to in paragraphs 3 or 4 above. This Settlement Agreement must remain posted until the violations cited have been corrected, or for three working days (excluding weekends and Federal Holidays) whichever is longer.

7. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

8. Failure of the Employer to comply with the terms of this Agreement shall cause the amended total penalty to revert to the original total proposed penalty.

9. The Citation(s) is/are deemed amended to include any abatement measures, including agreements as to actions to be taken by the Employer which are described in this agreement.

10. The Employer will not chill the exercise of any person's rights under Section 11(c)(l) of the Act and will not violate the provisions of Section 11(c)(1) of the Act by discriminating against, interfering with, restraining, or coercing any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act or has testified or is about to testify in any such proceeding or because of the exercise by such employee on behalf of himself or others of any right afforded by this Act.

11. None of the foregoing agreements, statements, stipulations, and actions taken by the Employer shall be deemed an admission of the allegations contained within the citations, notifications of penalty herein. The agreements, statements, stipulations, findings, and actions taken herein are made for the purpose of settling this matter economically and amicably and they shall not be used for any purpose, except for the proceedings and matters arising under the OSHA Act (29 USC 651, et seq.).

For the Employer

11/3/2022
Date

For the Occupational Safety and Health Administration
Robert J. Sestito, Area Director

Date

NOTICE TO EMPLOYEES

The law gives you or your representative the opportunity to object to any abatement date set for a violation if you believe the date to be unreasonable. Any contest to the abatement dates of the citations amended in paragraph 4 of this Settlement Agreement must be mailed to the U.S. Department of Labor/OSHA at 380 Westminster Street 543, Providence, RI 02903, within 15

working days (excluding weekends and Federal Holidays) of the receipt by the Employer of this Settlement Agreement. You or your representative also have the right to object to any of the abatement dates sets for violations referred to in paragraph 3 provided that the objection is mailed to the address shown above within the 15-working-day period established by the original citation.

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: Steve Treglia
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 255 Hancock Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country US
Telephone: 2038143413

Other present address(es): 460 Bostwick Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country: US
Telephone: 2038143423

List of other addresses and telephone numbers attached

Type Business
Description
Address 500 Bostwick Avenue

City Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country US
Phone (203) 814-3413

Type Business
Description
Address 59 Stilson Road

City Richmond State/Province/ Territory: RI Zip/Postal Code: 02898
Country US
Phone

Type	Business				
Description					
Address	84 Sylvester Street				
City	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country	US				
Phone					

Type	Business				
Description					
Address	85 New York Avenue				
City	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country	US				
Phone					

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	05/01/2016	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 [ ] 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?
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 [X] NO [ ] If yes, provide an explanation of the circumstances and corrective action taken.

Citation 1 - OSHA Other-Than-Serious-Violation (please see attached)
8/29/2022 - OSHA investigation, resulting in an "Other Than serious" violation from an employee being backed into a work zone.
FMCSA Violation - 5/10/2023 - No fine, not an Out of Service Violation. Epoxy Tanks were labeled with the actual GHS label required with more information than "Roadway Striping"

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, Steven Treglia , 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, Steven Treglia , 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.

Safety Marking LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Steven Treglia STREGLIA@SAFETYMARKING.NET

CFO

Title

03/30/2026 09:09:01 am

Date

U.S. Department of Labor Occupational Safety and Health Administration
380 Westminster St.
Room 543
Providence, RI 02903

In the Matter Of: Safety Marking Inc.

OSHA No.(s): 1617721

INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA), in settlement of the above referenced Citation(s) and Notification(s) of Penalty, which were issued on 10/11/2022, hereby agree as follows:

1. The Employer agrees to correct the violations as cited in the above referenced citation(s) or as mentioned below.

2. The Employer agrees to pay all proposed penalties, if any, as issued with the above referenced citation(s), or as amended by this agreement, as amended below. The Employer further agrees to pay the amended total penalty of **$7,179.20** on or before **November 28, 2022,** and if the amended penalty is not paid on or before **November 28, 2022,** the original total proposed penalty will become due and payable immediately plus any collection fees, interest, and penalties incurred thereafter.

3. The Employer and OSHA agree that the following citation item(s) and penalty (if any) are not being amended by this agreement.

TYPE OF VIOLATION	CITATION NO.	ITEM NO.
None		

4. OSHA agrees that the following citation item(s) and penalties are being amended (see attachment).

   Penalty for Citation 1, Item 1 has been reclassified to Other-Than-Serious and modified to 29 CFR 1926.601(b)(4)(11). The penalty has been reduced to $7,179,20

5. In consideration of the foregoing amendment(s) and/or modification(s) to the citation(s), the Employer hereby waives its right to contest said citation(s) pursuant to Section 10(c) of the Occupational Safety and Health Act of 1970. It is understood and agreed by the Occupational Safety and Health Administration and the Employer that the citation(s) as amended and/or modified by this agreement shall be deemed a final order not subject to review by any court or agency.

6. The Employer agrees to immediately post a copy of this Settlement Agreement in a prominent place at or near the location of the violation(s) referred to in paragraphs 3 or 4 above. This Settlement Agreement must remain posted until the violations cited have been corrected, or for three working days (excluding weekends and Federal Holidays) whichever is longer.

7. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

8. Failure of the Employer to comply with the terms of this Agreement shall cause the amended total penalty to revert to the original total proposed penalty.

9. The Citation(s) is/are deemed amended to include any abatement measures, including agreements as to actions to be taken by the Employer which are described in this agreement.

10. The Employer will not chill the exercise of any person's rights under Section 11(c)(l) of the Act and will not violate the provisions of Section 11(c)(1) of the Act by discriminating against, interfering with, restraining, or coercing any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act or has testified or is about to testify in any such proceeding or because of the exercise by such employee on behalf of himself or others of any right afforded by this Act.

11. None of the foregoing agreements, statements, stipulations, and actions taken by the Employer shall be deemed an admission of the allegations contained within the citations, notifications of penalty herein. The agreements, statements, stipulations, findings, and actions taken herein are made for the purpose of settling this matter economically and amicably and they shall not be used for any purpose, except for the proceedings and matters arising under the OSHA Act (29 USC 651, et seq.).

For the Employer

11/3/2022
Date

For the Occupational Safety and Health Administration
Robert J. Sestito, Area Director

Date

NOTICE TO EMPLOYEES

The law gives you or your representative the opportunity to object to any abatement date set for a violation if you believe the date to be unreasonable. Any contest to the abatement dates of the citations amended in paragraph 4 of this Settlement Agreement must be mailed to the U.S. Department of Labor/OSHA at 380 Westminster Street 543, Providence, RI 02903, within 15

working days (excluding weekends and Federal Holidays) of the receipt by the Employer of this Settlement Agreement. You or your representative also have the right to object to any of the abatement dates sets for violations referred to in paragraph 3 provided that the objection is mailed to the address shown above within the 15-working-day period established by the original citation.

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: Terry Healy
Date of birth: [redacted]
Home address: [redacted]

City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 255 Hancock Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country US
Telephone: 2033336870

Other present address(es): 460 Bostwick Avenue

City: Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country: US
Telephone: 2033336870

List of other addresses and telephone numbers attached

Type Business
Description
Address 500 Bostwick Avenue

City Bridgeport State/Province/ Territory: CT Zip/Postal Code: 06605
Country US
Phone (203) 333-6870

Type Business
Description
Address 59 Stilson Road

City Richmond State/Province/ Territory: RI Zip/Postal Code: 02898
Country US
Phone (203) 333-6870

Type	Business				
Description					
Address	84 Sylvester Street				
City	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country	US				
Phone	(203) 333-6870				

Type	Business				
Description					
Address	85 New York Avenue				
City	Westbury	State/Province/ Territory:	NY	Zip/Postal Code:	11590
Country	US				
Phone	(203) 333-6870				

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

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	09/02/2025	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.

Former CEO of Shamrock Environmental Corporation. Company was based out of Greensboro, NC.

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

Citation 1 - OSHA Other-Than-Serious-Violation (please see attached)
8/29/2022 - OSHA investigation, resulting in an "Other Than Serious" violation from an employee being backed into a work zone.
FMCSA Violation - 5/10/2023 - No Fine, not an Out of Service Violation. Epoxy Tanks were labeled with the actual GHS label required with more information than "Roadway Striping"

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, Terrence Healy , 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, Terrence Healy , 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.

Safety Marking LLC

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Terrence Healy THEALY@SAFETYMARKING.NET

CEO

Title

03/30/2026 09:11:56 am

Date

U.S. Department of Labor Occupational Safety and Health Administration
380 Westminster St.
Room 543
Providence, RI 02903

In the Matter Of: Safety Marking Inc.

OSHA No.(s): 1617721

INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA), in settlement of the above referenced Citation(s) and Notification(s) of Penalty, which were issued on 10/11/2022, hereby agree as follows:

1. The Employer agrees to correct the violations as cited in the above referenced citation(s) or as mentioned below.

2. The Employer agrees to pay all proposed penalties, if any, as issued with the above referenced citation(s), or as amended by this agreement, as amended below. The Employer further agrees to pay the amended total penalty of **$7,179.20** on or before **November 28, 2022,** and if the amended penalty is not paid on or before **November 28, 2022,** the original total proposed penalty will become due and payable immediately plus any collection fees, interest, and penalties incurred thereafter.

3. The Employer and OSHA agree that the following citation item(s) and penalty (if any) are not being amended by this agreement.

TYPE OF VIOLATION	CITATION NO.	ITEM NO.
None		

4. OSHA agrees that the following citation item(s) and penalties are being amended (see attachment).

   Penalty for Citation 1, Item 1 has been reclassified to Other-Than-Serious and modified to 29 CFR 1926.601(b)(4)(11). The penalty has been reduced to $7,179,20

5. In consideration of the foregoing amendment(s) and/or modification(s) to the citation(s), the Employer hereby waives its right to contest said citation(s) pursuant to Section 10(c) of the Occupational Safety and Health Act of 1970. It is understood and agreed by the Occupational Safety and Health Administration and the Employer that the citation(s) as amended and/or modified by this agreement shall be deemed a final order not subject to review by any court or agency.

6. The Employer agrees to immediately post a copy of this Settlement Agreement in a prominent place at or near the location of the violation(s) referred to in paragraphs 3 or 4 above. This Settlement Agreement must remain posted until the violations cited have been corrected, or for three working days (excluding weekends and Federal Holidays) whichever is longer.

7. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

8. Failure of the Employer to comply with the terms of this Agreement shall cause the amended total penalty to revert to the original total proposed penalty.

9. The Citation(s) is/are deemed amended to include any abatement measures, including agreements as to actions to be taken by the Employer which are described in this agreement.

10. The Employer will not chill the exercise of any person's rights under Section 11(c)(l) of the Act and will not violate the provisions of Section 11(c)(1) of the Act by discriminating against, interfering with, restraining, or coercing any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this Act or has testified or is about to testify in any such proceeding or because of the exercise by such employee on behalf of himself or others of any right afforded by this Act.

11. None of the foregoing agreements, statements, stipulations, and actions taken by the Employer shall be deemed an admission of the allegations contained within the citations, notifications of penalty herein. The agreements, statements, stipulations, findings, and actions taken herein are made for the purpose of settling this matter economically and amicably and they shall not be used for any purpose, except for the proceedings and matters arising under the OSHA Act (29 USC 651, et seq.).

For the Employer

11/3/2022
Date

For the Occupational Safety and Health Administration
Robert J. Sestito, Area Director

Date

NOTICE TO EMPLOYEES

The law gives you or your representative the opportunity to object to any abatement date set for a violation if you believe the date to be unreasonable. Any contest to the abatement dates of the citations amended in paragraph 4 of this Settlement Agreement must be mailed to the U.S. Department of Labor/OSHA at 380 Westminster Street 543, Providence, RI 02903, within 15

working days (excluding weekends and Federal Holidays) of the receipt by the Employer of this Settlement Agreement. You or your representative also have the right to object to any of the abatement dates sets for violations referred to in paragraph 3 provided that the objection is mailed to the address shown above within the 15-working-day period established by the original citation.

COUNTY OF NASSAU

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

1. Name of the Entity: Safety Marking LLC

Address: 255 Hancock Avenue

City: Bridgeport State/Province/Territory: CT Zip/Postal Code: 06605

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) Safety Marking, Inc. reorganized May 24, 2022 to Safety Marking LLC. Tax ID is the same as is all other information.

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: CCVD Form - Question 4 word doc.docx

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.

Safety Marking LLC is owned by Safety Marking Topco LLC which is owned by Mark Kelly, [redacted] and Highview Capital[redacted] Highview capital is a large private equity fund and the individual shareholders, partners and members of the fund are private information and not known at the Safety Marking LLC level.

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.

Safety Marking of NY LLC
Safety Marking Topco LLC (However, not taking part in any portion 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.

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

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

255 Hancock Avenue

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

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

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:
Steven Treglia [STREGLIA@SAFETYMARKING.NET]

Dated: 03/03/2026 01:16:17 pm

Title: Chief Financial Officer

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.

SMC
Safety Marking LLC

"OUR REPUTATION IS BUILT ONE LINE AT A TIME"
www.safetymarking.net

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

4. List names and addresses of all principles; 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:

- Mark Kelly, Chairman of the Board
- P.J. Gilbert, Board Member
- Dan Piccman, Board Member
- Matt Soule, Board Member
- Charlie Alluto, Board Member
- Phil Crawford, Board Member
- Terry Healy, CEO / Officer
- Steven Treglia, CFO / Officer

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/16/2026

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 have ADDITIONAL INSURED provisions or 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
RSC Insurance Brokerage, Inc.
a Brown & Brown Company
405 Church Street
Guilford, CT 06437

CONTACT NAME: Amanda Harding
PHONE (A/C, No, Ext): 959-230-1007 x4676 **FAX (A/C, No):**
E-MAIL ADDRESS: aharding@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Endurance Assurance Corporation	11551
INSURER C : American Zurich Insurance Company	40142
INSURER D : SiriusPoint Specialty Insurance Corp	16820
INSURER E : Westchester Surplus Lines Insurance Co	10172
INSURER F :	

INSURED
Safety Marking LLC
255 Hancock Avenue
Bridgeport CT 06605

COVERAGES **CERTIFICATE NUMBER:** 90196831 **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	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ✓ LOC ☐ OTHER:	✓		[redacted]	7/1/2025	7/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	✓		[redacted]	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B	☐ **UMBRELLA LIAB** ✓ OCCUR ✓ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	✓		[redacted]	7/1/2025	7/1/2026	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted]	7/1/2025	7/1/2026	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Excess Liability (2nd Layer)			[redacted]	7/1/2025	7/1/2026	$2,000,000 occ/$2,000,000 agg	
E	Excess Liability (3rd Layer)				7/1/2025	7/1/2026	$5,000,000 occ/$5,000,000 agg	

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

NY - H62153-13GR Pavement Marking Phase 13
The County of Nassau, all Municpalities, Municipal Sub-Divisions, and Fee Owners of Properties, Consultants, and any other parties required by written contract are included as Additional Insured per the attached forms.

CERTIFICATE HOLDER
NY - H62153-13GR

County of Nassau
1194 Prospect Ave
Westbury NY 11590

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
Amanda Harding

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COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: November 5, 2025

SUBJECT: Pavement Marking Improvements Phase 13
Contract H62153-13GR
Encumbrance No. CHPW25000011
Approval of Contract Amendment No. 1

This Department is requesting approval of the following Amendment that is necessary for Safety Marking, LLC to perform additional construction services involving the refurbishment of worn and faded pavement markings on Nassau County roads including long lines, stop lines, hatching, crosswalks, symbols and letters to assure good visibility and promote safe and efficient movement and operation of traffic.

PAVEMET MARKING IMPROVEMENTS PHASE 13, CONTRACT No. H62153-13GR
ADDITIONAL FUNDING: Increase Maximum Amount by $737,397.50

This pavement marking project was bid using New York State Department of Transportation (NYSDOT) pavement marking standards and specifications that did not provide sufficient wet weather nighttime retro-reflectivity. Additionally, after the contract was awarded, the Federal Highway Administration released an update to the *Manual on Uniform Traffic Control Devices* to modify pavement marking requirements while the Traffic Engineering Unit was in the process of developing a new epoxy specification to enhance visibility of the pavement markings during wet-night conditions to address the wet weather safety concerns. These factors resulted in updated pavement marking standards and specifications, which led to a fifty (50%) percent increase in line striping width and the inclusion micro-crystalline ceramic beads that provide superior wet-night visibility of the markings over what was used in the past. Since the new pavement marking standards and specifications led to an increased cost per linear foot of pavement markings, not all of the original roads that were scoped for the project could be completed. Additionally, roadways that were recently resurfaced utilizing the NYSDOT pavement marking material required refurbishment to remediate the wet weather nighttime visibility issue. The additional funding being requested will enable us to complete all of the remaining work using our upgraded standards and specifications.

If you approve or disapprove of the above request and how we propose to proceed, please signify below and return the memo to this office for appropriate action.

Joseph G Pecora P.E.

for Michael Kwaschyn
Commissioner

MK:JGP:HTL:jd
c: Joseph G. Pecora, Deputy Commissioner
Concetta Petrucci, Assistant to the Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Harold T. Lutz, Director of Traffic Engineering
Daniel H. Winkelman, Assistant Director of Traffic Engineering
Christopher Liberti, Traffic Engineer III

APPROVED:

Arthur T. Walsh Date 11/5/25
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

S:\SAN\Support Staff\Author\Liberti, Christopher\Safety Marking H62153-13GR PM Phase 13 Approval Contract Amend No. 1 $737,397.50.cl.doc

Request to Initiate - R25-0255 (P25-0150 - Supplemental Funding for Pavement Marking Phase 13 - H62153-13GR)

RTI Status	**Active**
Request Type	**RFBC**
Service Requested	**Supplemental Funding for Pavement Marking Phase 13 - H62153-13GR**
Justification	**The pavement marking specification being used has been updated to include new technology that provides superior wet-night visibility of the markings over what has been used in the past. In addition, the County is using 50% wider lines than previous projects due to the recommendations from the recently updated MUTCD. Additional funding is required to enable us to complete all of the work that was scoped under the existing pavement marking project using our new standards and specifications.**

Requested By	**Public Works**	Project Manager	**Harold Lutz**
Project Cost for this Phase / Contract	**Construction**		
PIR Phase Amount Listed	**737,397.50**	Phase Cost	**737,397.50**
Total Project Cost	**$737,397.50**		
Start Work	**04/15/2025**	Duration	**6 months**
Renewal Options	**None**		
Procurement Method	**Formal Sealed Bid**		
Procurement Method Reason	**The original project has already been bid. We will be using the same contract terms and bid prices.**		
Priority Justification	**Other**		

Funding Source

Funding Type	Capital Project	Capital Detail	Funding Code	County	Federal (Direct)	Federal (Pass Thru State)	State	Other	Created On	Created By
Capital	62153 - Federal Aid Durable Marking Program	123	PWCAPCAP	737,397.50		0			10/20/2025	James Woytysiak

State Environmental Quality Review Act

Type II Action

Supplemental Environmental Documentation

Outsourcing Questionnaire

Question	Answer
Does the County own the proper equipment to do the work?	
If the County does not own the proper equipment can it rent/lease the equipment?	
If the County does not own the proper equipment what is the time frame to buy the equipment?	
If the County does not own the proper equipment what is the cost of the equipment?	
If the Department, chooses to buy the equipment is the cost budgeted?	
If Yes and choosing to outsource, please explain why?	
What is the duration of the project if done inhouse? • Employee / Man Hours • Number of Days Show calculations.	
What is the duration of the project if out sourced?	
What is the priority of the project? (Emergency, High, Medium, Low)	
Is the project subject to seasonality?	
What is the project cost of the project in done in-house? • Labor • Materials Show calculation if possible.	
What is the project cost of the project if outsourced?	
Does this require a specific skill set not currently within the County work force?	
Does the Title exist to perform the function?	
Does the skill set require specific training?	
Does the Skill set require certification certificates?	
Are continuing education credits required to maintain certification?	
Is this a task that must be performed often?	
If the task is not performed often would the employee remain proficient in the duties required?	
Is this project installing an operation system requiring a licensed installer from the manufacture?	
Are there any warranties that would be voided if not installed by a licensed person or company?	
Do County employees always perform this function?	
If County employees do not normally perform the function, please specify why?	
If County employees normally perform the function why is DPW choosing to outsource?	
Is there associated risk liability that would necessitate outsourcing?	
Is the project paid via outside funding?	
Does the outside funding require outsourcing for it to be reimbursed?	

Approvals

Request Submitted	**Christopher Liberti**	**10/20/2025 09:27 am**
Funding Added	**See Funding Source Tab**	
Capital Funding Approved	**James Woytysiak**	**10/20/2025 10:47 am**
AIM Entered	**Deanna Funk**	**10/21/2025 07:12 am**
Time Sheet Code	**25-0255**	
Commissioner Approved	**William Nimmo**	**10/21/2025 08:50 am**
DCE / Ops Approved	**Arthur Walsh**	**10/23/2025 12:56 pm**

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).

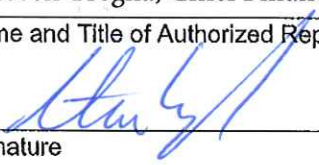
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(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.

Steven Treglia, Chief Financial Officer — 3/18/26

Name and Title of Authorized Representative — m/d/yy



3/18/26

Signature — Date

Safety Marking LLC

Name of Organization

255 Hancock Avenue Bridgeport, CT 06605

Address of Organization

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

May 6, 2026

Bronson Kelly, Vice President of Operations
Safety Marking, Inc.
255 Hancock Avenue
Bridgeport, CT 06605

Re: Nassau County Pavement Marking Improvements Phase 13
Contract No.: H62153-13GR; PIN 0761.23; LD040158
Encumbrance No.: CHPW25000011 for $1,474,795.00
Extension of Time

Dear Mr. Kelly:

This is in reference to your letter dated April 28, 2026, requesting an extension of time under the aforementioned contract due to inclement weather conditions that ceased seasonal operations earlier than anticipated. Based on the reason stated above, you are hereby advised that the extension of time per Article XIII of the Agreement is granted to December 31, 2026 to coincide with the expiration of the State and Local Agreement.

This extension of time is not an acknowledgement by the Commissioner that the same was caused by any action on the part of the County and shall serve to relieve you from any of the terms and conditions of the Contract or from full responsibility of performance of the obligations hereunder. The County specifically reserves any and all claims, causes of action, and the right to assess damages against you or your surety.

Very truly yours,

Joseph J Pecora P.E.

for Michael Kwashcyn, P.E.
Commissioner of Public Works

MK:JGP:HTL:jd
c: Joseph G. Pecora, Deputy Commissioner of Public Works
Loretta Dionisio, Assistant to Deputy Commissioner for Administration
Harold Lutz, Director of Traffic Engineering Unit
Daniel H. Winkelman, Assistant Director of Traffic Engineering
Christopher Liberti, Traffic Engineer III
Elizabeth Kobel, Administrative Officer II
Kuros Sorbi, Resident Engineer
Donnalyn Pritchard, Office Engineer
Isaac Aliyu, NYSDOT Regional Local Projects Construction Monitor

B05-25

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 Prospect Avenue
Westbury, NEW YORK 11590-2723

NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS PHASE 13

PIN 0761.23
VARIOUS LOCATIONS
NASSAU COUNTY, NEW YORK

CONTRACT NO: H62153-13GR

June 2024

Bruce A. Blakeman
County Executive

Kenneth G. Arnold, P.E.
Commissioner of Public Works

Contract No. H62153-13GR
PIN 0761.23

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Nassau County
New York

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 **Tuesday, June 25th, 2024 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:

Nassau County
Department of Public Works
Pavement Marking Improvements, Phase 13
P.I.N. 0761.23
Various Locations
Contract No. H62153-13GR

The Scope of Work will include refurbishing worn and faded pavement markings (i.e. longitudinal lines, transverse lines, letters and symbol pavement markings) on various roads throughout the County road system with a durable, reflective pavement marking materials. These markings will help guide drivers along County roads and will help enhance the safety and efficiency of our roads. Your bid shall be based upon a Notice to Proceed to be issued in the third quarter of 2024.

All questions should be submitted in writing to the attention of Harold Lutz, Project Manager, 1194 Prospect Ave., Westbury, N.Y. 11590, by no later than 4:00 PM on Friday, June 7, 2024. Questions may also be e-mailed to hlutz@nassaucountyny.gov. No faxed questions will be accepted.

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 in the form of written addenda, to all prospective bidders, in accordance with the Instructions to Bidders, Item G.

This Contract will be subject to Nassau County Local Laws No. 14-2002, "Participation by Minority Group Members and Women in Nassau County Contracts," which requires submission of a Utilization plan prior to the award of a County contract, No. 2-2016, Participation of Service-Disabled Veterans in County Contracts," and No. 9-2002, as amended by No. 3-2015, which require that firms entering into contracts with Nassau County must participate in registered and approved apprenticeship training programs unless such requirement are supplanted by requirements specified in the bidding instructions. **At the time of bid submission, the Contractor shall submit, as part of its bid, documents in compliance with Title 51 of the Nassau County Miscellaneous Laws demonstrating participation in approved apprenticeship training programs that are appropriate for the type and scope of work to be performed pursuant to the Contract. Such apprenticeship training programs appropriate for the scope of this Contract shall include, but are not limited to the following: Laborers, Operating Engineer, or any other trade appropriate for the type of work proposed. 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.**

Instructions to Bidders, Form of Bid Bond, Proposal, Form of Agreement, Specifications and the Plans, herein called the "Contract Documents", may be examined and purchased 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 Friday, May 24th, 2024 until 3:45 PM on June 21st, 2024 (Closed from 12:00 N to 1:00 pm and on all County Holidays). Copies of the Bid Contract Documents for use in bidding will be available for purchase at the Permit Office only during this period.**

In order to submit a bid, 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 Bid Contract Documents purchased from the Permit Office**. 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. ***ONLY BID CONTRACT DOCUMENTS PURCHASED FROM THE PERMIT OFFICE IN THIS MANNER WILL BE ACCEPTED/CONSIDERED*. In addition, any vendor submitting an offer for this solicitation should submit the required vendor disclosures in the Vendor Portal as well.**

Furthermore, a downloadable set of the technical specifications (NOT to be used for bidding-for informational use only) can be found on the County solicitation board at no charge for all registered users at: https://apex5.nassaucountyny.gov/ords/f?p=533:226. To access these documents, click on the "Vendor Portal" link.

Vendors doing business with Nassau County, including those responding to this solicitation, must register with the County. The Nassau County Bid Solicitation Boards are open to all registered vendors. Vendors that have not registered are able to view open solicitation opportunities, but they are not able to download solicitation documents or submit bids or proposals.

To complete the registration process, please click on the New Vendor registration link:
https://apex5.nassaucountyny.gov/ords/f?p=CEVM:VREG

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.

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, IF THE BID REQUIRES SUBMISSION OF SUBCONTRACTOR INFORMATION, FAILURE TO PROVIDE THE REQUIRED 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 **10%**. The Project also has a **5.8%** EEO Minority participation goal along with a **6.9%** EEO Female participation goal.

MWBE UTILIZATION PLAN – In accordance with Title 53, Nassau County Local Law No.14-2002, all Vendors shall submit a MWBE Utilization Plan with their Proposal.

Project has federal funding. Federal reporting and NYSDOT record keeping requirements are included as part of the contract documents.

Dated at Mineola, LI
May 22nd, 2024

By Order of County Executive, Bruce A. Blakeman
By Michael C. Pulitzer, Clerk of the Legislature

All Contractors - Please Note:

This Nassau County construction contract is funded with Federal Highway Administration (FHWA) funds. Henceforth, in the case of a potential conflict with respect to binding clauses/procedures that maybe contained within, federal rules/procedures are supreme and will override any conflicting Nassau County clause/procedures. In addition, this project will be constructed in conformance with the lateest New York State Department of Transportation (NYSDOT) Standard Specifications (with current errata). In the case of a potential conflict with Nassau County bidding requirements contained within, the NYSDOT specifications will apply.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The Contractor is advised that this construction contract is funded with Federal Highway Administration (FHWA) funds and, as such, is subject to United States Department of Transportation (USDOT) rules and regulations implementing the USDOT Disadvantaged Business Enterprise (DBE) program mandated by Federal Law. **The DBE goal for this construction contract is TEN percent (10%).**

Accordingly, the Contractor will be responsible for completing **all** mandated DBE forms as described in New York State Department of Transportation's manual ***Procedures for Local Projects Manual, Chapters 13, 14, and 15.*** These chapters and related forms can be downloaded from the following NYSDOT webpage:

https://www.dot.ny.gov/plafap?nd=nysdot

The lowest responsible bidder, once approved by Nassau County Department of Public Works, will be required to submit DBE Forms **AAP-19LL - DBE SCHEDULE OF UTILIZATION,** ***AAP 20LL - DBE UTILIZATION WORKSHEET,*** and ***CONR 89LL – APPROVAL TO SUBCONTRACT,*** **prior** to contract award; printed directly from EBO once the Template is uploaded on to EBO and the Lowest bidder has performed pre-award approvals, etc.

OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA) REGULATIONS

The Contractor is also advised that this FHWA funded contract will be subject to the requirements of **Title 29 CFR**. Specifically, all requirements of **29 CFR Part 1910** and **Part 1926** will be enforced on this County contract. The New York State Public Employee Safety & Health Bureau (**PESH**) of the New York State Department of Labor has adopted all of the standards of **Title 29 CFR**. Construction Program employees are public employees, and are therefore covered by **PESH** primarily under **29 CFR 1910**.

The Contractor will perform all necessary planning, supervision, and training activities to ensure that all of the requirements of **29 CFR 1926** are fully met for all workers employed in the construction of the contract. The Contractor shall provide to the County, prior to the start of work, satisfactory evidence that all current requirements of **29 CFR 1926** will be adequately addressed. As a minimum, the Contractor shall provide a written **Project Safety and Health Plan** which documents the Contractor's company policy relative to safety, and which identifies and addresses specific safety and health concerns to be encountered on the project. Before the work begins and periodically throughout the project, the Contractor's project supervision staff shall meet with the County to review and discuss the status of safety issues on the project. An appropriate notice shall be posted on the contract site that the Project Safety and Health Plan is available for examination by any worker employed on the project. As a minimum, this plan shall include the following items:

- Identification of project and company safety officers.
- Hazardous Materials Communications Plan.
- Employee Safety Training Program.
- Company safety policy.
- Procedures to address project safety and health concerns.
- Procedures to address distraught, emotionally disturbed persons and/or homeless persons.
- Procedures for compelling worker compliance with safety and health requirements.
- **List of Hospital(s) in close proximity to job location(s), depending on the number of locations.**
- **Direction(s) to each hospital from each job location.**

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. **Bids shall be based upon a Notice to Proceed (NTP) to be issued in the 3rd quarter of 2024. Your bid shall be based upon projected wage rates and material**

costs for the work from NTP to completion.

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 Permit 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 **OF THE BID BOND FORM PROVIDED** 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 OUTSIDE 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.

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.

Michael C. Pulitzer
Clerk of the Legislature
1550 Franklin Avenue
Mineola, NY 11501

Kenneth G. Arnold, 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. If there are any changes to be made to the contract - item quantity **changes**, etc. - after NYSDOT Contract Documents approval - any addenda must be submitted to the NYSDOT Design Department for review and approval **prior to letting the project.**

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.

INSTRUCTIONS TO BIDDERS

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 bibber, 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

1. 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.

2. After the Sponsor (Nassau County Department of Public Works) lets the project, a contract award package is compiled as per Chapter 14 of the Local Project Manual (LPM) and submitted to NYSDOT Construction for review and their concurrence. Once the contract award package is found to be in order, the Sponsor (NCDPW) will receive from the NYSDOT Construction a "Notice to Proceed" letter in the form of an e-mail, and the project is officially awarded. **Then the Sponsor should schedule a pre-construction meeting with the NYSDOT Local Project Construction Monitors, utility companies (if applicable), and the Consultant inspection staff.**

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. STORM WATER POLLUTION PREVENTION

Bidders on Nassau County Projects are advised that the Federal Clean Water Act (Public Law 92-500) as amended has promulgated Storm Water management regulations which in part require a

Storm Water discharge permit for certain categories of industrial activities (GP-0-12-001) or a Storm Water discharge permit for construction activities (GP-0-15-002) where discharge is to surface waters of the State and land disturbance is greater than 1 acre. Compliance is being implemented by the New York State Department of Environmental Conservation (NYSDEC) under the State Pollution Discharge Elimination System (SPDES) permitting program. Nassau County's coverage under either SPDES permit for Storm Water discharges stipulates development and/or implementation of site pollution prevention plans which will have a direct effect on contractor, subcontractor, and other site worker activities. Generally site workers, including contractors, subcontractors, etc., must become familiar with and abide by the County's Storm Water Pollution Prevention Plan (SWPPP) which describes work strategies to be employed to prevent Storm Water contamination.

Accordingly, the low bid contractor(s) will be required to sign a certification form (provided in the Agreement Section herein) at the time of their contract execution. This form states that all personnel to be employed at the site will be advised of the existence of a SWPPP, and will comply with the terms and conditions of the plan as administered by the County and their duly authorized representatives. Additionally, the contractor responsible for implementing the SWPPP shall provide, at his own expense, a full-time competent personnel, trained in construction site sediment and erosion control as approved by the Commissioner, who shall have the full authority to provide material and labor in the prosecution and completion of such work.

Subsequent to award of the contract, at the close of the pre-construction meeting, the contractors must make their supervisory personnel available for instruction by Nassau County in pollution prevention by utilizing the best practical construction activities management practices. Instructional materials may be provided during the brief instructional session.

R. 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. COUNTY EXECUTIVE ORDER 2-2018 and NASSAU COUNTY VENDOR CODE OF ETHICS

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.

9. All required USEPA, NYSDEC and USACE permit requirements, including, but not limited to: USEPA CWA Section 402 Permit (via SPDES Permit and Storm Water Pollution Prevention Plan (SWPPP)), USACE CWA Section 404 permit (via Nationwide Permit), DEC freshwater wetlands permit, dewatering permit, and well permit, if applicable.

S. 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.

T. 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. Within 30 days after the Department has granted preliminary approval of proposed subcontractor(s), contractor shall provide all required vendor integrity and disclosure documents for preliminarily approved subcontractor(s). 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.

U. CONTRACTS WITH FEDERAL AID

1. 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.

2. 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.

3. 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.

V. FRINGE BENEFIT SUPPLEMENTS

The successful bidder will be required to comply with the Labor Law provisions contained in this Agreement.

W. APPRENTICESHIP TRAINING PROGRAMS

The successful bidder will be required to comply with Title 51 Apprenticeship Training Programs for County Contracts included below.

X. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN IN NASSAU COUNTY CONTRACTS

All bidders are required to comply with Title 53, Nassau County Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which requires bidders to submit a utilization plan prior to the award of a County contract, as such contract is defined in Title 53. The Utilization plan shall identify certified minority or women owned business enterprises that have committed to perform work in connection with the proposed contract as well as any such enterprises which the contractor intends to use in connection with contractor's performance of the proposed County contract. The Utilization plan shall specifically contain a list, including the name, address and telephone number, of each certified enterprise with which the contractor intends to subcontract. The development of the Utilization Plan shall be documented in the "Best Efforts" Form included herein.

Y. PARTICIPATION BY SERVICE_DISABLED VETERANS IN COUNTY CONTRACTS

The successful bidder will be required to comply Title 82, Nassau County Local Law No. 2-2016, entitled, "Participation of Service Disabled Veterans in County Contracts," which requires greater participation by New York State certified service-disabled veteran-owned businesses in Nassau County contracts. Compliance with Title 82 shall be documented in the "Best Efforts" Form included herein.

Z. DISADVANTAGE BUSINESS ENTERPRISE (DBE) UTILIZATION

DBE should follow the Section 13.8 of the LPM procedures.

TITLE 51

APPRENTICESHIP TRAINING PROGRAMS FOR COUNTY CONTRACTS

Section 1. Legislative Intent.
2. Definitions.
3. Requirements and Exceptions.
4. Enforcement.
5. Severability.
6. Applicability

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.)

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BID BOND

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 SAFETY MARKING LLC 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 ATTACHED BID dollars ($ (*10%*)) 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 11TH day of JUNE, 2024

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. H62153-13GR for the
NASSAU COUNTY PAVEMENT MARKINGS PHASE 13
NYSDOT PIN 0761.23

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

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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.

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BID BOND

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.

SAFETY MARKING LLC
Contractor

by _____ (L.S.) (Corporate seal of Contractor Title if a corporation)
MARK KELLY - CEO

by _____ (L.S.)
Title CFO

by _____ (L.S.)
Title

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety

by _____ (L.S.)
Title of Officer BENJAMIN SHAW - ATTORNEY-IN-FACT

~~XXXXXX~~WITNESS _____ (L.S.) (Corporate seal of Surety)
Title of Officer

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BID BOND

(Acknowledgment by Contractor if a corporation)

STATE OF CONNECTICUT)

ss.: Bridgeport)
COUNTY OF FAIRFIELD)

On this 19th day of JUNE , 2024 , before me personally came Mark Kelly to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the CEO of the Safety Marking LLC 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.

Ashley Hobberlin
Notary Public

ASHLEY ANN HOBBERLIN
Notary Public, Connecticut
My Commission Expires 11/30/2026

(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

NO TEXT ON THIS PAGE

BID BOND

(Acknowledgment by Surety Company)

STATE OF MAINE)

ss.:)
COUNTY OF ANDROSCOGGIN)

On this 11TH day of JUNE , 2024 , before me personally came BENJAMIN SHAW to me Known, who being by me duly sworn, did depose and say that he resides in [redacted]

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 EMILY FITZ, NOTARY PUBLIC further said that she is acquainted with BENJAMIN SHAW and knows him to be the ATTORNEY-IN-FACT of said company; that the signature of the said BENJAMIN SHAW subscribed to the within instrument is in the genuine handwriting of the said BENJAMIN SHAW and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said

Emily Fitz
Notary Public

EMILY FITZ
Notary Public, State of Maine
My Commission Expires Nov 02, 2030

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POWER OF ATTORNEY

ATTENTION: Insert the "Power of Attorney" after this page in with your bid submission.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Benjamin Shaw** of **FARMINGTON**, **Connecticut**, their true and lawful Attorney(s)-in-Fact 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, 2021**.

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11TH** day of **JUNE**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

To verifythe authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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FINANCIAL STATEMENT

ATTENTION: Insert the "Financial Statement" after this page in with your bid submission.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 5,104,395,801	LOSSES	$ 1,495,036,900
STOCKS	119,333,643	LOSS ADJUSTMENT EXPENSES	146,791,770
CASH AND INVESTED CASH	30,541,606	COMMISSIONS	55,734,579
OTHER INVESTED ASSETS	8,355,939	OTHER EXPENSES	55,546,499
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	13,350,613	TAXES, LICENSES AND FEES	15,857,431
INVESTMENT INCOME DUE AND ACCRUED	43,617,243	CURRENT FEDERAL AND FOREIGN INCOME TAXES	5,300,838
PREMIUM BALANCES	325,304,977	UNEARNED PREMIUMS	1,515,112,686
REINSURANCE RECOVERABLE	27,997,684	ADVANCE PREMIUM	4,091,249
NET DEFERRED TAX ASSET	72,421,341	POLICYHOLDER DIVIDENDS	21,388,522
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,798,901	CEDED REINSURANCE NET PREMIUMS PAYABLE	62,914,516
OTHER ASSETS	818,309	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	21,072,858
		REMITTANCES AND ITEMS NOT ALLOCATED	7,201,721
		PROVISION FOR REINSURANCE	9,891,783
		PAYABLE FOR SECURITIES LENDING	13,350,613
		OTHER ACCRUED EXPENSES AND LIABILITIES	409,380
		TOTAL LIABILITIES	$ 3,429,701,342
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,877,950,956
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,318,234,716
TOTAL ASSETS	$ 5,747,936,058	TOTAL LIABILITIES & SURPLUS	$ 5,747,936,058

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

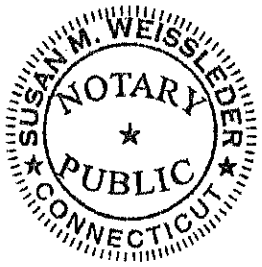
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2023.

Michael J Doody
VICE PRESIDENT – FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
15TH DAY OF MARCH, 2024

Susan M Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027



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CERTIFICATE OF SOLVENCY

ATTENTION: Insert the "Certificate of Solvency" after this page in with your bid submission.

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 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 $2,318,234,716. (Capital $6,480,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2023, 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 5th day of April 2024.

Adrienne A. Harris
Superintendent

By

Rawle Lewis
Special Deputy Superintendent

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PROPOSAL

COUNTY OF NASSAU
STATE OF NEW YORK

PROPOSAL

FOR
NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS
PHASE 13
P.I.N. 0761.23
VARIOUS LOCATIONS
NASSAU COUNTY, NEW YORK

CONTRACT NO.: H62153-13GR

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Notice to Bidders 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 all provisions of the Addenda which have been issued by the County of Nassau have been complied with in preparing his Bids.

Name of Bidder: SAFETY MARKING LLC
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 255 HANCOCK AVENUE BRIDGEPORT, CT 06605

Telephone: (203) 333 - 6870 Date: JUNE 21, 2024

Fax Tel: (203) 330 - 2743 E-MAIL: cthomas@safetymarking.net
mkelly@safetymarking.net

NO TEXT ON THIS PAGE

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: CONNECTICUT

Name of President: MARK KELLY

President's Domicile: [redacted]

Name of Vice President: NONE

Vice President's Domicile: N/A

Corporate Officer: STEVE TRECOLIA Title: CFO

Corporate Officer's Domicile: [redacted]

Corporate Officer: MARK KELLY Title: CEO

Corporate Officer's Domicile: [redacted]

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

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. That the Bidder, for allowance items, will make payment to the parties designated by the County when directed by the County in the amount certified by the Engineer for the purposes indicated. It is also understood and agreed that the Final Contract Payment for the allowance items will be based upon such actual payments, and not on the approximate amount cited herein.

8. Where the work performed under this Contract involves 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.

NO TEXT ON THIS PAGE

SCHOOL (631) 286-8677
FAX (631) 286-8683

APPRENTICESHIP AND TRAINING - JOURNEYMEN - RETRAINING SCHOOL
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNIONS 138, 138A, 138B Nassau & Suffolk Counties 247-C

UNION - P.O. BOX 206, FARMINGDALE, N.Y. 11735-0206
SCHOOL - 575 HORSEBLOCK ROAD, BROOKHAVEN, N.Y. 11719

June 20, 2024

Nassau County Department of Public Works

Re: Local 138 Apprenticeship School (the "**Apprenticeship School**")
NYS Sponsor # 00422
NYS ATP Code # 18318
Safety Marking LLC

Contract Number: H62153-13GR
Description: Nassau County Pavement Marking Improvements

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to **Safety Marking LLC,** to the Local 138 Agreement Covering Working Conditions, dated June 1,2023 to May 31, 2028. The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned's attention.

Sincerely,

JOHN DUFFY
BUSINESS MANAGER & TREASURER
CHAIRMAN BOARD OF TRUSTEES
LOCAL 138 APPRENTICESHIP TRAINING FUND

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

The Department of Labor, on behalf of the State of New York, issues this

CERTIFICATE OF COMPLETION OF APPRENTICESHIP TRAINING

to certify that

Jessica Masterton

HAS SERVED AN APPRENTICESHIP

IN THE OCCUPATION OF: **Optg. Engineer (Heavy Equipment)**

IN THE EMPLOY OF: **Int'l Union Operating Engineers LU #138 ETC LI**

UNDER STANDARDS APPROVED BY THE COMMISSIONER OF LABOR

AND IS A QUALIFIED: **Optg. Engineer (Heavy Equipment)**

GIVEN AT ALBANY, NEW YORK, ON: **Thursday, March 14, 2024**

Roberta Reardon
Commissioner of Labor
Kathy C. Hochul, *Governor*

LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES

1161 LOCUST AVENUE
BOHEMIA, N.Y.11716
Telephone: (631) 218-1376
Fax: (631) 218-1379

Fund Administrator
ANNALISA C. DEFALCO, ESQ.

Training Director
STEVEN M. AURIGEMA

BOARD OF TRUSTEES
GEORGE F. TRUICKO JR.
GEORGE S. TRUICKO
FRANK DAMIANO JR.
JAMES WINSHIP
DONNA DEFEDE
PHILIP BEYER
JASON GOLDEN
MARC HERBST

Re: Road and Heavy Construction Laborers Local #1298
Local 1298 Joint Apprenticeship Training Program
NYS SPONSOR CODE # 01764
NYS ATP CODE # 18514

June 20, 2024

Owner : Nassau County Department of Public Works
Contract/Bid No. : H62153-13GR
Description : Nassau County Pavement Marking Improvements

TO WHOM IT MAY CONCERN;

This letter will serve to confirm that Local 1298 Joint Apprenticeship Training Program currently conducts a fully registered and approved New York State "Apprenticeship Training Program for Skilled Construction Craft Laborers" ("ATP"). The ATP is co-sponsored by Local 1298 and all employers/signatory contractors, including but not limited to Safety Marking of NY, Inc., to the Local 1298 Working Agreement Covering Wages and Working Conditions, dated June 1, 2022 to May 31, 2026.

Any additional questions should be directed to my attention.

Sincerely, Joe Ventura

Joint Apprenticeship Training Fund

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. A determination that the Bidder is not responsible is made in accordance with law; or if
6. The bid, in the opinion of the Commissioner, contains unbalanced bid prices, unless the Bidder can show that the prices are not unbalanced for the probably required quantity of such items.

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 lass than estimated.

III. Lump Sum Contracts

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 $500,00 attach here verification letter regarding your firm's having an approved State of New York Apprentices Training Program.

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DISADVANTAGED, MINORITY, AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION GOALS

The New York State Department of Transportation has established the following Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), and Women's Business Enterprise (WBE) utilization goals for this contract in accordance with §102-12 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 §102-12

DBE Utilization Goal – **10.0 percent**
MBE Utilization Goal – **0.0 percent**
WBE Utilization Goal – **0.0 percent**

EEO Participation Goals for Minority – **5.8%**
EEO Participation Goals for Women – **6.9%**

Directories and/or information related to the current certification status of Disadvantaged, Minority, and Women's Business Enterprises can be obtained via the links below:

For DBE: https://nysucp.newnycontracts.com/
For MBE and WBE: https://ny.newnycontracts.com/?TN

Disadvantaged/Minority/Women's Business Enterprise Officer

The Bidder shall designate and enter below the name of a DBE/MBE/WBE Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Disadvantaged/Minority/Women's Business Enterprise Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated DBE/MBE/WBE Officer

KELLY LAVOIE, HR MANAGER / EEO OFFICER
(Name, Title)

Telephone Number (203) 814 - 3416

RETURN THIS PAGE WITH BID

Nassau County Pavement Markings Phase 13
Nassau County Department of Public Works
NYSDOT PIN 0761.23 / H62153-13GR

NO TEXT ON THIS PAGE

Pavement Markings Phase 13
PIN 0761.23
Contract # H62153-13GR

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: MARK KELLY, CEO OF SAFETY MARKING LLC
(Name, Title)

Telephone Number: (203) 333 - 6870

RETURN THIS PAGE WITH BID

NO TEXT ON THIS PAGE

DO NOT REMOVE THIS PAGE FROM BOOK

SCHEDULE OF PRICES

ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	TOTAL AMOUNT DOLLARS	TOTAL AMOUNT CENTS
619.01	1 LS	Basic Work Zone Traffic Control FOR: TWO HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS Dollars Cents	$275,000	00	$275,000	00
619.24	1 LS	Nighttime Operations FOR: ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS Dollars Cents	$175,000	00	$175,000	00
635.0103	860,640 LF	Remove Existing Pavement Marking Striping FOR: ZERO DOLLARS AND FIVE CENTS Dollars Cents	$ 0	05	$43,032	00
635.0203	227 EA	Remove Existing Pavement Marking Letters FOR: FIVE DOLLARS AND ZERO CENTS Dollars Cents	$ 5	00	$ 1,135	00
635.0303	515 EA	Remove Existing Pavement Marking Symbols FOR: FIVE DOLLARS AND ZERO CENTS Dollars Cents	$ 5	00	$2,575	00
685.07200110	371,600 LF	White Epoxy Reflectorized Pavement Stripes - 20 MILS (Wet Night Visibility Spheres) FOR: ZERO DOLLARS AND FIFTY NINE CENTS Dollars Cents	$ 0	59	$219,244	00
685.07200210	227 EA	White Epoxy Reflectorized Pavement Letters:20 MILS (Wet Night Visibility Spheres) FOR: ONE HUNDRED FIFTY FIVE DOLLARS AND ZERO CENTS Dollars Cents	$ 155	00	$35,185	00

NO TEXT ON THIS PAGE

DO NOT REMOVE THIS PAGE FROM BOOK

SCHEDULE OF PRICES

ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE DOLLARS	UNIT BID PRICE CENTS	TOTAL AMOUNT DOLLARS	TOTAL AMOUNT CENTS
685.07200310	508 EA	White Epoxy Reflectorized Pavement Symbols: 20 MILS (Wet Night Visibility Spheres) FOR: ONE HUNDRED FIFTY FIVE DOLLARS AND ZERO CENTS (Dollars / Cents)	$155	00	$78,740	00
685.07200410	39,970 LF	White Epoxy Reflectorized Pavement Stripes - 20 MILS Cross Hatching (Wet Night Visibility Spheres) FOR: ONE DOLLAR AND NINETEEN CENTS (Dollars / Cents)	$1	19	$47,564	30
685.07200510	121,060 LF	White Epoxy Reflectorized Pavement Stripes - 20 MILS Special Markings (Wet Night Visibility Spheres) FOR: TWO DOLLARS AND EIGHTY FIVE CENTS (Dollars / Cents)	$2	85	$345,021	00
685.07200610	318,630 LF	Yellow Epoxy Reflectorized Pavement Stripes - 20 MILS (Wet Night Visibility Spheres) FOR: ZERO DOLLARS AND FIFTY NINE CENTS (Dollars / Cents)	$0	59	$187,991	70
685.07200710	9,230 LF	Yellow Epoxy Reflectorized Pavement Stripes - 20 MILS Cross Hatching (Wet Night Visibility Spheres) FOR: ZERO DOLLARS AND NINETY CENTS (Dollars / Cents)	$0	90	$8,307	00
685.07200810	0 EA	White Epoxy Reflectorized Pavement Markings - 20 MILS Yield Line Symbol – Small - (Wet Night Visibility Spheres) FOR: ONE HUNDRED NINETY FIVE DOLLARS AND ZERO CENTS (Dollars / Cents)	$195	00	0	00

NO TEXT ON THIS PAGE

DO NOT REMOVE THIS PAGE FROM BOOK

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
685.07200910	0 EA	White Epoxy Reflectorized Pavement Markings - 20 MILS Yield Line Symbol – Large - (Wet Night Visibility Spheres) FOR: ONE HUNDRED NINETY FIVE DOLLARS AND ZERO CENTS Dollars Cents	$ 195	00	0	00
699.040001	1 LS	Mobilization FOR: FIFTY SIX THOUSAND DOLLARS AND ZERO CENTS Dollars Cents	$56,000	00	$56,000	00

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TOTAL OR GROSS BID MUST BE WRITTEN IN WORDS

FOR ONE MILLION FOUR HUNDRED SEVENTY FOUR THOUSAND SEVEN HUNDRED NINETY FIVE DOLLARS AND ZERO CENTS

Dollars Cents

CONTRACTOR: SAFETY MARKING LLC

BY: MARK KELLY

TITLE: CEO

SIGNATURE:

DATE: JUNE 21, 2024

Nassau County DPW

Page 69 of 769

Contract No. H62153-13GR
Pavement Marking Improvements-Ph 13-PIN 0761.23

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NON-COLLUSIVE / PROCUREMENT LOBBYING BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any other 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 or her knowledge and belief:

A. The prices of 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;

B. 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

C. 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.

D. Within the previous four years, has the bidder been found non-responsible by a government entity? (check one)

_____ YES ____✓____ NO

E. If "yes", was the determination of non-responsibility due to (1) engaging in impermissible contacts with a government entity, or (2) the intentional provision of false or incomplete information to a government entity? (check one)

_____ YES _____ NO

(If yes, please explain on a separate sheet.)

The undersigned acknowledges receipt of the following numbered addenda to the Contract Documents:

NONE

NO TEXT ON THIS PAGE

The undersigned has carefully examined the Contract Documents and agrees to perform this contract and to provide all goods and / or services, labor, material and equipment necessary for this contract. In addition, the bidder certifies that all information submitted regarding the Procurement Lobbying Law is complete, true and accurate. If such information is found to be intentionally false or intentionally incomplete, the Municipality reserves the right to terminate the resulting contract by providing written notification to the Contractor in accordance with the written notification terms of the contract.

Date: JUNE 21, 2024

Signature:

Print Name: MARK KELLY

Title: CEO

Company Name: SAFETY MARKING LLC

Street Address: 255 HANCOCK AVENUE

City / State / Zip: BRIDGEPORT, CT 06605

Mailing Address: PO BOX 381860 BRIDGEPORT, CT 06605
(If different from Street Address)

Federal I.D. #: [redacted]

Telephone #: (203) 333-6870

NO TEXT ON THIS PAGE

If a bidder is a corporation, indicate officers below; if a bidder is a firm, indicate members below; if a bidder is a partnership, indicate partners below:

Name	Legal Residence
MARK KELLY, CEO (President / Member / Partner)	[redacted]
(Vice President / Member / Partner)	
(Secretary / Member / Partner)	
STEVEN TREGLIA (Treasurer / Member / Partner)	[redacted]

NO TEXT ON THIS PAGE

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

Consultant/Contractor Name:	SAFETY MARKING LLC
Address (street/city/state/zip code):	255 HANCOCK AVENUE BRIDGEPORT, CT 06605
Authorized Representative (name/title):	MARK KELLY, CEO
Authorized Signature:	
Contract Number:	H62153 - 13GR
Contract/Project Name:	NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS - PHASE 13
Contract/Project Description:	THE INSTALLATION AND REMOVAL OF PAVEMENT MARKINGS AT VARIOUS LOCATIONS IN NASSAU COUNTY

Part 2- Projected MBE/WBE/SDVOB Contract Summary: PLEASE SEE ATTACHED DBE COMMITMENT

	Amount ($)		Percentage (%)
Total Dollar Value of the Prime Contract			
Total MBE Dollar Amount		MBE Contract Percentage	
Total WBE Dollar Amount		WBE Contract Percentage	
Total SDVOB Dollar Amount		SDVOB Contract Percentage	
Total Combined M/WBE/SDVOB Dollar Amount		Combined M/WBE/SDVOB Contract Percentage	

NO TEXT ON THIS PAGE

Appendix 14-9
DBE COMMITMENT

AAP 141L
(5/2021)

Federal DBE Commitment and GFE Bid Requirements

Letting Date: 6/25/2024

Proposer Name Safety Marking LLC

Address: 255 Hancock Avenue Bridgeport, CT 06605

PIN 0761.23
Contract # H62153-13GR
DBE Goal 10% **% as Stated in the Advertisement**

We hereby submit a DBE commitment of 10 % for the above-referenced project.

Identified below are the commitment(s) to certified* DBE's for this contract:

DBE Name:	Work Category*	Description of Work	DBE Credit % [A]	Commitment [B]	DBE Credit (AxB)
Example Company: Drainage R Us Address: 2543 Lexington Street, Troy, NY 12180	Construction	Guard Drainage Installation	100	$1,120,000	$1,120,000
Apex Striping Inc Address: 6500 New Venture Gear Drive East Syracuse, NY 13057	Material Supplier		60%	$245,799.17	$147,479.50
Address:					
Address:					
Address:					
Address:					
Address:					

Only submit DBE(s) that you have verified are certified to perform/supply the identified commitments. **Total Commitment:** $147,479.50

You are required to have firm commitments at the time of Letting. Within 5 calendar days of notification as apparent Low Bidder, you shall enter exactly (as shown) all of the DBE commitments identified here, into Equitable Business Opportunity Solution (EBO), NYSDOT's civil rights reporting software. No substitutions or reductions in commitments will be allowed without prior approval by the Sponsor, in accordance with NYSDOT Standard Specification §105-21.0.3.

NOTE: Bids may be submitted below the DBE Goal. If you do not meet the DBE Goal and are identified as apparent Low Bidder, you will be required to submit a Good Faith Effort package to the Sponsor, within 5 calendar days of notification.

*Key	Work Categories:	DBE Credit %
	Construction	100
	Fabricator	100
	Manufacturer	100
	Material Supplier	60
	Professional Service	100
	Trucking Firm	100

Submitted By:

Enter Proposers Contact Information

Name:

Title:

Company Federal Tax ID XX-XXXXXXX

SMC
Safety Marking LLC

"OUR REPUTATION IS BUILT ONE LINE AT A TIME"
www.safetymarking.net

Appendix 14-9
PROPOSED DBE COMMITMENT

Date Submitted: June 25, 2024
Sponsor Name: Nassau County Department of Public Works
Address: 1194 Prospect Avenue
Westbury, NY 11590

RE: H62153-13GR – Nassau County Pavement Marking Improvements – Phase 13

Project Location: Various Locations in Nassau County
PIN: 0761-23
Contract: H62153-13GR
DBE Goal: 10%

Dear Sir or Madame:

We hereby provide a commitment of 10% toward the DBE Goal for the above-referenced project.

Identified below is the certified DBE and commitment we have made for this project:

DBE Name	Work Category	Description of Work	DBE Credit%	Estimated Commitment	Commitment DBE Credit
Apex Striping, Inc.	Epoxy Paint	Supply	10%	$245,799.17	$147,479.50
				Total Commitment	$147,479.50

Within 5 Days of notification as apparent low bidder, we shall enter all the DBE commitments identified into the NYSDOT's civil rights reporting software, Equitable Business Opportunity Solution (EBO).

If the DBE commitment is below the established goal, a Good Faith Effort package will be provided to Nassau County Department of Public Works.

Respectfully Submitted,

Mark Kelly
CEO, Safety Marking LLC
FEIN: [redacted]

59 Stilson Avenue
Richmond, RI 02898
401.539.1016

255 Hancock Avenue
Bridgeport, CT 06605
203.333.6870

84 Sylvester Street
Westbury, NY 11590
516.333.0489

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**Apex Striping Inc.**
OWNER	**Laura Hulsizer**
ADDRESS	**6500 NEW VENTURE GEAR DRIVE** **EAST SYRACUSE, NY 13057** [map]
PHONE	**315-432-0714**
FAX	**315-432-0715**
EMAIL	**lhulsizer@apexstriping.com**
COUNTY	**Onondaga (NY)**

Certification Information

CERTIFYING AGENCY	**New York State Department of Transportation**
CERTIFICATION TYPE	**DBE - Disadvantaged Business Enterprise**
CERTIFIED BUSINESS DESCRIPTION	**Apex Striping Inc. specializes in reflectorized pavement markings primarily for highways, roadways, and bridges. This includes paint, epoxy, tape, raised markers along with pavement marking removal. Merchant wholesaler of pavement markings.** **Firm's primary market areas include the Mohawk Valley, Central NY, Genesee Valley, Finger Lakes Region, the Southern Tier and the North Country.**

Commodity Codes

Code	Description
NAICS 237310	Highway line painting
NAICS 237310	Painting lines on highways, streets and bridges
NAICS 237310	Traffic lane painting
NAICS 423390	Other Construction Material Merchant Wholesalers
NYSDOT Construction 619	WORK ZONE TRAFFIC CONTROL

NYSDOT Construction 635	CLEANING AND PREPARATION OF PAVEMENT SURFACES FOR PERMANENT MARKERS
NYSDOT Construction 640	REFLECTORIZED PAVEMENT MARKING PAINT
NYSDOT Construction 646	DELINEATORS, REFERENCE MARKERS AND SNOWPLOWING MARKERS
NYSDOT Construction 649	AUDIBLE ROADWAY DELINEATORS
NYSDOT Construction 685	EPOXY REFLECTORIZED PAVEMENT MARKINGS
NYSDOT Construction 688	PREFORMED REFLECTORIZED PAVEMENT MARKINGS
NYSDOT Construction 708	PAINTS
NYSDOT Construction 727	PAVEMENT MARKING MATERIALS
NYSDOT Construction 730	SIGNS AND DELINEATORS

This profile was generated on 6/21/2024

Part 3- MBE Information (use additional blank sheets as necessary):

MBE Firm	Description of Work (MBE)	Projected MBE Contract Amount ($) and Award Date	MBE Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): _____ Award Date: _____	Start Date: _____ Completion Date: _____
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): _____ Award Date: _____	Start Date: _____ Completion Date: _____
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): _____ Award Date: _____	Start Date: _____ Completion Date: _____

NO TEXT ON THIS PAGE

Part 4- WBE Information (use additional blank sheets as necessary):

WBE Firm	Description of Work (WBE)	Projected WBE Contract Amount ($) and Award Date	WBE Contract Scheduled Start Date and Completion Date
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

Part 5- SDVOB Information (use additional blank sheets as necessary):

SDVOB	Description of Work (SDVOB)	Projected SDVOB Contract Amount ($) and Award Date	SDVOB Contract Scheduled Start Date and Completion
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:
Name: Address: City: State/Zip Code: Authorized Representative: Telephone No.		Amount ($): Award Date:	Start Date: Completion Date:

NO TEXT ON THIS PAGE

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in, typed if possible. 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? 51 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 33 YEARS

   b. as a Subcontractor 51 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
PLEASE SEE ATTACHMENT "ALL OPEN JOBS OVER $250,000"			

(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
PLEASE SEE ATTACHMENT "COMPLETED JOBS"			

(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.

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ITEM 3

SAFETY MARKING LLC
ALL OPEN JOBS OVER $250,000

Contract Number	Scope of Work	Contact	Customer Phone	Awarding Authority	Contract Amount	% Complete	Start Date
D264859	NYS DEPT OF...	AL BURRICIELLO	(631) 761-6475	NYSDOT	[redacted]		
D265078	NEW YORK STATE DOT -...	AL BURRICIELLO	(631) 761-6475	NYSDOT			
2023CT041	RIDOT - 2024-2025 STATEWIDE...		(401) 639-0970	RIDOT			
MBTP496	EMPIRE ROAD MARKINGS CORP -...		347-275-0635	NYCDOT			
2023CT042	RI DEPT OF TRANSPORTATION...		401-639-0970	RIDOT			
279805	CTDOT DISTRICT 1 MAINTENANCE		860-258-4518	CTDOT			
2023CT002	RIDOT-2023-2024 STATEWIDE...			RIDOT			
279806	CTDOT DISTRICT 2 MAINTENANCE		860-823-3225	CTDOT			
253112	CTDOT DISTRICT 1 MAINTENANCE...			CTDOT			
266605	CTDOT DISTRICT 4		203-591-3610	CTDOT			
268528	CTDOT DISTRICT 3 MAINTENANCE...		203-389-3035	CTDOT			
279253	CTDOT DISTRICT 4 MAINTENANCE		203-591-3610	CTDOT			
MBTP513	EMPIRE ROAD...	ANTONIO FREIRE	347-275-0635	NYCDOT			
279807	CTDOT DISTRICT 2 MAINTENANCE		860-823-3225	CTDOT			
232955	CTDOT DISTRICT 1 EPOXY IN...			CTDOT			
4600013JFK	JFK INTERNATIONAL...		347-343-1565	PANYNJ			
280348	CTDOT DISTRICT 3		203-389-3030	CTDOT			
172500	AMERICAN INDUSTRIES -...	Cale Carnot / Austin Cook	860-376-2537	CTDOT			
173540	TILCON CONNECTICUT - 2024...	Emily Trezza		CTDOT			
PR2304002	J.B. LANAGAN & CO INC -...						
0697JFK	JFK INTERNATIONAL...		(551) 338-3375	PANYNJ			
2022CH024	D'AMBRA...	Steve Grasso & Frank Gammino	401-952-3410	RIDOT			
36203	EMPIRE PAVING-DESIGN-BUILD...	Chris Goddard&Kelly Dessureau	203-627-3917	CTDOT			
D900055	EL SOL DEFOE JV-DESIGN-BUILD...	Kar Lwin & Francis Whaley	646-523-9875	NYSDOT			
T23424CP	TOWN OF HUNTINGTON -...		631-687-0192	TOWN OF HUNTINGTON			
2021DB015	SKANSKA LYNCH JV-DESIGN...	MAMBARRA SINYAN	401-569-2974	RIDOT			
79246	O & G INDUSTRIES - I-91 &...	Joe Sefcik & Rosaline		CTDOT			
56316	WATERS CONSTRUCTION CO -...	Mike Bottone & John Rothe	203-650-6545	CTDOT			
102295	YONKERS CONTRACTING-MEDIAN...	Liam Buckley & Fred Cardillo	917-299-6365	CTDOT			
254792	CTDOT DISTRICT 1 MAINTENANCE...			CTDOT			
0697EWR	NEWARK LIBERTY...		(973)-583-4730	PANYNJ			
2021CH054	JH LYNCH & SONS-BOSTON NECK...	Mark Callaghan	401-640-7083	RIDOT			
2020CH065	JH LYNCH & SONS - PELL...	Colby Johnson and Steve Martin	401-573-3675	RIDOT			
D900053	TULLY CONSTRUCTION CO -...	BILL GROESBECK	347-573-0461	NYSDOT			
H61587PR9	H & L CONTRACTING-NASSAU...	Dan Leo	927-567-2292	NCDPW			
280142	CTDOT DISTRICT 1 MAINTENANCE		860-258-4518	CTDOT			
1720517	BLAST ALL, INC. -...	Dan Briggs & John Lambe	860-575-9968	CTDOT			
H61587PR10	H & L CONTRACTING-NASSAU...	Dan Leo	927-567-2292	NCDPW			
d265125	TILCON NEW YORK - HIGHWAY...	Chris Cuccolo	845-608-6559	NYSDOT			
D264461	TULLY CONSTRUCTION...	Michael Salvador	917-662-6736	NYSDOT			
1703704	WATERS CONSTRUCTION COMPANY...	Ed Clark	203-767-9129	CTDOT			

ITEM 3

SAFETY MARKING LLC
ALL OPEN JOBS OVER $260,000

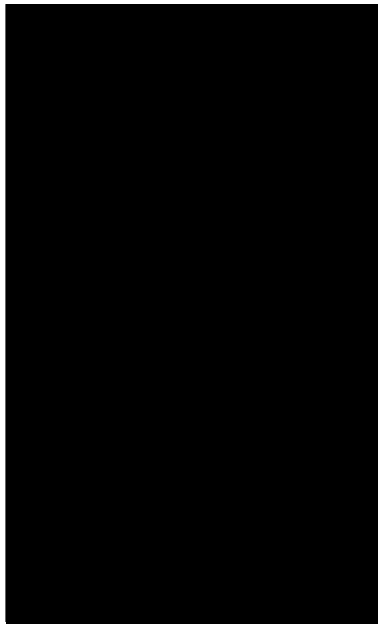
53201	TILCON CONNECTICUT - 2024...	Apostol & Greg	860-224-6066	CTDOT
TEB144064	TILCON NEW YORK - RUNWAY...	Victoria Santanello & James	201-538-7229	PORT AUTHORITY
D264972	TULLY CONSTRUCTION...	CONNOR KASNY	917-337-2474	NYSDOT
4600013EWR	NEWARK LIBERTY...	Anselmo, Frank	973-961-6020	PANYNJ
2023CH028	J.R. VINAGRO - PAVEMENT...			RIDOT
TANY2328	NEW YORK THRUWAY AUTHORITY -...		845-918-2587	NYSTA
2024CR008	J.H. LYNCH - 2024 PAVER...		401.333.4300	RIDOT
HBKBQEWO2	BOVE INDUSTRIES-WHEN & WHERE...	Manny Hernandez	551-529-0933	NYCDOT
102296	YONKERS CONTRACTING-ROUTE 15...	Tom Whelahan & Eliot Lora	914-369-1440	CTDOT
D264649	BEAVER CONCRETE...	Pranav Savaliya & Hardik Rao	203-558-2793	NYSDOT
42317	EMPIRE PAVING - RESURFACING,...	Matt M and Kelly Dessureau	203-654-5467	CTDOT
DCH202217B	DUTCHESS COUNTY DPW-PAVEMENT...	MATT DAVIS	845-486-2925	DUTCHESS COUNTY DPW
D900057	POSILLICO CIVIL INC - DB...	John Sottnik & Nick Iaboni	516-551-7879	NYSDOT
58340	AMERICAN INDUSTRIES-I-95 NB...	Cale Carnot	860-912-1387	CTDOT
D264857	H & L CONTRACTING-PRIORITY...	Daniel Leo	927-567-2292	NYSDOT
D264076	EL SOL CONTRACTING/ES II ENT...	Percy Mowdawalla & Chris	516-510-8998	NYSDOT
2023CH029	D'AMBRA CONSTRUCTION -...			RIDOT
92692	AMERICAN INDUSTRIES-2022...	Cale Carnot & Kevin Mobley	860-376-2537	CTDOT
2023CH024	D'AMBRA CONSTRUCTION -...	Glen Skurka & Frank Gammino	401-952-3410	RIDOT
D264584	PETER SCALAMANDRE - SAFETY &...	CHRIS LACAGNINA	516-868-3000	NYSDOT
D264937	GRACE INDUSTRIES INC - ROUTE...	GREG STOLTE	917-337-6089	NYSDOT
44156	MANAFORT BROS-I-95...	DAVID LEJEUNE	860-837-4306	CTDOT
FCC2209	FERREIRA...	Special billing- Elena handles		PANYNJ
H61587PR8	PRATT BROTHERS-PRIORITY...	Greg Couch		NCDPW
E265268	SAFETY MARKING, LLC -...		203-333-6870	NYSDOT
58307	EMPIRE PAVING - 1-95...	Kush Desai & Alex Vasel	203-996-6968	CTDOT
S230802502	J.R. VINAGRO - RUNWAY 16-34...	Joann Marseglia	401-369-6186	
D264507	ECCO III - BRIDGE...	George Tolli	914-490-4744	NYSDOT
T13219	2019 CITY OF MERIDEN STRIPING			
DCH202217A	DUTCHESS COUNTY DPW-PAVEMENT...	MATT DAVIS	(845) 486-2925	DUTCHESS COUNTY DPW
PR2201034	DIGREGORIO CORP - PROJECT...			
T12122	TOWN OF GREENWICH -...	Ellen Mytych		TOWN OF GREENWICH
4600013SWF	STEWART INTERNATIONAL...	Omar & Stephanie		PANYNJ
2019DB106	SKANSKA MANAFORT JV -...		617.939.5365	RIDOT
2023CR003	D'AMBRA CONSTRUCTION-2023...	Frank Gammino & Steve Grasso	401-952-3410	RIDOT
2023CH017	J.R. VINAGRO - TOWER HILL...	Danielle Albro Goetze	401.230.5317	RIDOT
79245	O & G INDUSTRIES, INC -...	Rosaline & Joe Sefcik	203-948-9010	CTDOT
102368	WATERS CONSTRUCTION - ROUTE...	Michael Bottone	203-615-1343	CTDOT
EWR154384	CRISDEL GROUP, INC -...	Jason McNab	905-561-7550	PANYNJ
1703705	WATERS CONSTRUCTION CO -...	Ed Clark	203-767-9129	CTDOT
25152	TILCON CONNECTICUT - 2024...	Emily Trezza & Ashely Vess	860-224-6078	CTDOT
CP1906036	SUBSTATION G-20	Eric Johnson	917-783-0048	MTA LIRR
D264563	H & L CONTRACTING-GRID DECK...	Frank Vazquez	631-813-2266	NYSDOT
LD031769	FERGUSON ELECTRIC-NEW...	ZACHARY VACCO	(959) 261-6733	CITY OF NEW ROCHELLE
H6158775G	H&L CONTRACTING LLC - NASSAU...		917-567-2292	NCDPW
2023CH011	JH Lynch - Pavement...	Web Larkin	401.363.0881	RIDOT

[redacted]

ITEM 3

SAFETY MARKING LLC
ALL OPEN JOBS OVER $250,000

279021	CTDOT DISTRICT 4 MAINTENANCE		203-591-3610	CTDOT
4600013LGA	LA GUARDIA AIRPORT-PAVEMENT...	RAY	917-807-9380	PANYNJ
T15423CP	CITY OF WATERBURY - PAVEMENT...	Marianne and Jose		CITY OF WATERBURY
151312313	REHABILITATION OF BRIDGES...	Simona Visinski & Pat Cumiskey	203-709-0457	CTDOT
WCA19003	LINE STRIPING AND RUNWAY...	TOM RUMBARGER	914-995-8226	COUNTY OF WESTCHESTSER
282436	CTDOT DISTRICT 1 I-84 TAPE		860-258-4518	CTDOT
GWB244048	GEORGE WASHINGTON BRIDGE...	John Miozzi	848-235-6717	PANYNJ
2024CB012	BARLETTA/ Aetna -...	Kyle Ferreira	339-237-2933	RIDOT
2024CH017	J.H. LYNCH - PAVEMENT...		401-333-4300	RIDOT
0697LGA	LA GUARDIA AIRPORT-RUBBER...		917-939-2254	PANYNJ
RK93	DEFOE...	BRENDAN MCLAUGHLIN	914-447-0924	MTA TBTA
D900050	HALMAR INTERNATIONAL - VAN...	C. Rafferty/A Kristic	845-608-7372	NYSDOT
PR2306071	ARCO NATIONAL NEW ENGLAND -...			
GWB244042	REHABILITATION OF 178TH &...	Brian Cimler & Bhavesh Patel	201-253-8331	PANYNJ
D264953	ARGENIO BROS-PMI PAVING &...	AL BOCKEMUHL	845-629-7510	NYSDOT
D264422	ECCO III - REPLACEMENT OF...	Peter Ross & Pedro Bautista	732-618-1359	NYSDOT
D264410	PERFETTO CONTRACTING CO. INC...	KEVIN LYNCH	718-858-8600	NYSDOT
2021CH051	CARDI/Dambra-AIRPORT...	Chris Willet -D'AMBRA	(401) 932-4349	RIDOT
PR2305051	JETBLUE AIRWAYS - JET BLUE -...			
JFK174115G	TULLY CONSTRUCTION - WO#122...	Joe Dollard&Melissa Dambrogio	917-662-6736	NYSDOT
TANE2222B	J. D'ANNUNZIO &...	Tien Tran	848-250-3100	NEW YORK THRUWAY AUTHORITY
D264883	EE CRUZ CO INC - BRIDGE...	Chris Mezzanotte	929-659-1208	NYSDOT



ITEM 4

SAFETY MARKING LLC
COMPLETED JOBS

Contract Number	Scope of Work	Contact	Customer Phone	Awarding Authority	Contract Amount	JTD Work Billed	Start Date	Status
TANY2231	NEW YORK STATE THRUWAY...	Jessica Mandy,Granderson Cross		NYSTA	[redacted]			Closed
D264592	NYSDOT-2022 DURABLE PAVEMENT...	AL BURRICIELLO	(631) 761-6475	NYSDOT				Closed
TANY2120	INSTALLATION OF PAVEMENT...			NYS THRUWAY AUTHORITY				Closed
4600012SWF	PAVEMENT MARKING REMOVAL &...			PANYNJ				Closed
H6215312G	PAVEMENT MARKING...			COUNTY OF NASSAU				Closed
D264349	2021 DURABLE PAVEMENT...	AL BURRICIELLO	(631) 761-6475	NYSDOT				Closed
DCH202013D	DUTCHESS COUNTY DPW -...			DUTCHESS COUNTY DPW				Closed
T23421	TOWN OF HUNTINGTON - TOWN...			TOWN OF HUNTINGTON				Closed
H6215311G	PAVEMENT MARKING...	DAVID COTTER	(516) 220-9356	COUNTY OF NASSAU				Closed
H6215310G	PAVEMENT MARKING...	DAVID COTTER	(516) 220-9356	COUNTY OF NASSAU				Closed
4600012TEB	PAVEMENT MARKING REMOVAL &...			PANYNJ				Closed
4600012EWR	PAVEMENT MARKING REMOVAL &...			PANYNJ				Closed
4600012JFK	PAVEMENT MARKING REMOVAL &...			PANYNJ				Closed
D264113	2020 DURABLE PAVEMENT...	AL BURRICIELLO	(631) 761-6475	NYSDOT				Closed
D263829	2019 DURABLE PAVEMENT...	AL BURRICIELLO	(631) 761-6475	NYSDOT				Closed
4600011EWR	REMOVAL OF RUBBER DEPOSITS...	ENRIQUE SANABRIA		PANYNJ				Closed
CP5037	FFY 16 SUFFOLK COUNTY...			SUFFOLK COUNTY DPW				Closed
DCH201703B	PAVEMENT STRIPING & SPECIAL...	MATT DAVIS	845.486-2925	DUTCHESS COUNTY DPW				Closed
DCH201703	PAVEMENT STRIPING & SPECIAL...	MATT DAVIS	(845) 486-2925	DUTCHESS COUNTY DPW				Closed
D263305	2017 DURABLE PAVEMENT...	AL BURRICIELLO	(631) 761-6475	NYSDOT				Closed
H62153A	PAVEMENT MARKING...			COUNTY OF NASSAU DPW				Closed
HWY201502	TOWNWIDE REQUIREMENTS...			TOWN OF HUNTINGTON				Closed
WCA14006	LINE STRIPING & RUNWAY...			WESTCHESTER COUNTY DPW				Closed
450006EWR	NEWARK AIRPORT- REMOVAL OF...			PANYNJ				Closed
13MNT2911	PLACEMENT & REMOVAL OF...			MTA TBTA				Closed
450006JFK	JFK AIRPORT- REMOVAL OF...			PANYNJ				Closed

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

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.

NO TEXT ON THIS PAGE

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

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10. In what other lines of business are you financially interested?

NONE. SAFETY MARKING LLC HAS AN AFFILIATE, SAFETY MARKING OF NY LLC WHOSE SOLE PURPOSE IS TO EXCLUSIVELY SUPPLY UNION LABOR TO SAFETY MARKING LLC.

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
MARK KELLY	CEO	51	ALL PHASES OF LINE STRIPING OR REMOVAL	ALL CAPACITIES
BRONSON KELLY	LONG ISLAND/NY OPERATIONS MGR	4	ALL PHASES OF LINE STRIPING OR REMOVAL	ALL CAPACITIES
RAY RYAN	LONG ISLAND DEPARTMENT HEAD	24	ALL PHASES OF LINE STRIPING OR REMOVAL	ALL CAPACITIES

(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
PLEASE SEE ATTACHED EQUIPMENT LIST			EQUIPMENT IS LOCATED IN SAFETY MARKING LLC SHOPS LOCATED IN: · BRIDGEPORT, CT · WESTBURY, NY · RICHMOND, RI

(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. AGREE

NO TEXT ON THIS PAGE

Equipment		Description	Year	Make	Model	Vin #	Marker#
ATTENUATOR CONE RACK							
CT-0051	AT-51	ATTENUATOR/CONE/MSGBRD	2005	ISUZU	FXR	[redacted]	
CT-0052	AT-52	ATTENUATOR/CONE/FLATBED	2005	ISUZU	FXR		
CT-0053	AT-53	ATTENUATOR/CONE/MSGBRD	2006	ISUZU	FXR		
CT-0054	AT-54	ATTENUATOR/SIGNBOARD	2000	INTERNATIO	4700		
CT-0055	AT-55	ATTENUATOR/SIGNBOARD	2000	INTERNATIO	4700		
CT-0056	AT-56	ATTENUATOR/TAPE TRUCK	2003	FREIGHTLIN	FL 70		
CT-0057	AT-57	ATTENUATOR/CONE/FLATBED	2010	FORD	F750		
CT-0058	AT-58	ATTENUATOR/CONE/RACK BODY	2010	FORD	F-750		
CT-0059	AT-59	ATTENUATOR/CONE/RACK BODY	2010	FORD	F-750		
CT-0060	AT-60	ATTENUATOR/MESSAGE BOARD	2004	INTERNATIO	4300		
CT-0061	AT-61	ATTENUATOR/MESSAGE BOARD	2004	INTERNATIO	4300		
CT-0062	AT-62	ATTENUATOR/MESSAGE BOARD	2011	INTERNATIO	4300		
CT-0063	AT-63	ATTENUATOR/MESSAGE BOARD	2011	INTERNATIO	4300		
CT-0064	AT-64	ATTENUATOR/MESSAGE BOARD	2000	GMC/ISUZU	FTR		
CT-0065	AT-65	ATTENUATOR CONE MESSAGE B	2015	FORD	F-750		
CT-0066	AT-66	ATTENUATOR/CONE/MSGBRD	2016	INTERNATIO	4300 SBA 4		
CT-0067	AT-67	ATTENUATOR/CONE/MSGBRD	2008	FORD	F-750		
BOX TRUCK							
BX-0010	V-10	BOX TRUCK	2006	ISUZU	NQR	[redacted]	
BX-0011	V-11	BOX TRUCK	2003	ISUZU	NQR		
BX-0013	V-13	BOX TRUCK	2010	ISUZU	NQR		
BX-0014	V-14	BOX TRUCK	2004	ISUZU	FRR		
BX-0015	AV-15	AIRPORT BOX VAN	2012	FORD	F-750		
BX-0016	AV-16	AIRPORT BOX VAN	2015	FORD	F-750		
BX-0017	V-17	BOX TRUCK	2012	ISUZU	NPR		
BX-0018	V-18	BOX TRUCK	2012	ISUZU	NPR		
BX-0019	V-19	BOX TRUCK	2012	ISUZU	NPR		
BX-0020	V-20	BOX TRUCK	2010	ISUZU	NPR		
BX-0021	AV-21	AIRPORT BOX VAN	2017	FORD	F-750		
BX-0022	AV-22	AIRPORT BOX VAN	2017	FORD	F-750		
BX-0023	V-23	BOX TRUCK	2001	GMC	W55042		
BX-0024	V-24	BOX VAN	2013	ISUZU	NRR		
BX-0025	V-25	BOX VAN	2014	ISUZU	NRR		
BX-0026	AV-26	BOX TRUCK	2019	ISUZU	NRR		
BX-0027	V-27	BOX VAN	1999	ISUZU	NQR		
BX-0028	V-28	BOX VAN	1999	ISUZU	NQR		
BX-0029	V-29	BOX VAN	2002	ISUZU	NQR		
BX-0030	V-30	BOX VAN	2015	ISUZU	NRR		
BX-0031	V-31	BOX VAN	2023	ISUZU	NRR		
BX-0032	AV-32	AIRPORT BOX VAN	2024	FORD	F750		
BROOM							
BR-0004	BCT-4	BROOM/CONE TRUCK	2004	GMC	WT550		
SW-0002	S-2	BROOM BEAR SWEEPER	2000	FREIGHTLIN	FL70		
SW-0003	S-3	CONVEYOR SWEEPER	2020	AUTOCAR	ACMD42		
SW-0004	S-4	ODRA SWEEPER	2023	CHEVROLET	5500HD		
CAR							
[redacted]							
DUMP							
DT-0003	D-3	DUMP TRUCK	2005	STERLING	ACTERRA		
DT-0005	D-5	DUMP TRUCK	2008	FREIGHTLIN	M2		
DT-0006	D-6	DUMP TRUCK		PETERBILT	340		

Equipment		Description	Year	Make	Model	Vin #	Marker#
EPOXY							
EP-0013	ED-13	EPOXY DETAIL SPRAY TRUCK	2008	ISUZU	FVR	[redacted]	
EP-0015	EB-15	EPOXY PAINT TRUCK BLACK	2002	ISUZU	FTR		
EP-0016	E-16	EPOXY PAINT TRUCK 700 GAL	2011	PETERBILT	320		
EP-0017	E-17	EPOXY PAINT TRUCK 450 GAL	2014	PETERBILT	320		
EP-0018	E-18	EPOXY PAINT TRUCK 825 GAL	2015	PETERBILT	320		
EP-0019	E-19	EPOXY PAINT TRUCK 825 GAL	2016	PETERBILT	320		
EP-0020	ED-20	EPOXY DETAIL SPRAY TRUCK	2017	PETERBILT	220		
EP-0021	ED-21	EPOXY DETAIL SPRAY TRUCK	2017	PETERBILT	220		
EP-0022	ED-22	EPOXY DETAIL SPRAY TRUCK	2016	ISUZU	NRR		
EP-0023	E-23	EPOXY PAINT TRUCK 450 GAL	2018	PETERBILT	520		
EP-0024	E-24	EPOXY PAINT TRUCK 825 GAL	2018	PETERBILT	520		
EP-0025	ED-25	EPOXY DETAIL W/Y SPRAY TR	2018	ISUZU	NRR		
EP-0026	E-26	EPOXY PAINT TRUCK 525 GAL	2019	PETERBILT	520		
EP-0027	E-27	EPOXY PAINT TRUCK 600 GAL	2020	PETERBILT	520		
EP-0028	ED-28	EPOXY DETAIL W/Y SPRAY TR	2020	ISUZU	FTR		
EP-0029	E-29	EPOXY PAINT TRUCK 600 GAL	2021	PETERBILT	520		
FLATBED							
FL-0063	CT-63	CONE TRUCK	2005	FORD	F-450		
FL-0064	CT-64	CONE TRUCK	2015	ISUZU	NRR		
FL-0065	CT-65	CONE TRUCK	2015	ISUZU	NRR		
FL-0066	CT-66	CONE TRUCK	2001	ISUZU	FRR		
FL-0067	CT-67	CONE TRUCK	2000	ISUZU	FRR		
FL-0069	CT-69	CONE TRUCK	2003	ISUZU	FRR		
FL-0070	CT-70	CONE TRUCK	2020	ISUZU	NRR		
FL-0071	CT-71	CONE TRUCK	2020	ISUZU	NRR		
FL-0072	CT-72	CONE TRUCK	2020	ISUZU	NRR		
FL-0073	CT-73	CONE TRUCK	2020	ISUZU	NRR		
FL-0074	CT-74	CONE TRUCK	2023	ISUZU	NRR		
DETAIL GLUE							
GL-0004	D-4	DETAIL GLUE TRUCK	2004	INTERNATIO	4000		
GRINDING							
GR-0008	G-8	GRINDING TRUCK	2006	ISUZU	FXR		
GR-0009	SAW-9	GROOVING TRUCK	2006	ISUZU	FXR		
GR-0010	G-10	GRINDING TRUCK	2009	ISUZU	FVR		
GR-0011	G-11	GRINDING TRUCK	2008	ISUZU	FTR		
GR-0012	G-12	GRINDING TRUCK	2009	ISUZU	T7F042		
GR-0014	G-14	GRINDING TRUCK	2006	CHEVY	T7F042		
GR-0015	SAW-15	GROOVING TRUCK	2015	PETERBILT	320		
GR-0016	G-16	GRINDING TRUCK	2017	PETERBILT	220		
GR-0017	G-17	GRINDING TRUCK	2018	PETERBILT	220		
GR-0018	G-18	GRINDING TRUCK	2020	PETERBILT	520		
GR-0019	RS-19	RUMBLE STRIP TRUCK	2019	MACK	GRANITE		
GR-0021	SAW-21	GROOVING TRUCK	2023	PETERBILT	M520		
GR-0022	SAW-22	GROOVING TRUCK	2024	PETERBILT	520		

Equipment		Description	Year	Make	Model	Vin #	Marker#
PICKUP							
PI-0005	P-5	S-10 PICKUP	2002	CHEVROLET	S-10 PICKU		
PI-0007	P-7	PICK-UP	2003	CHEV	SILVERADO		
PI-0008	P-8	F250 PICKUP	2004	FORD	F250 2WD		
PI-0009	P-9	F250 PICKUP	2005	FORD	F250		
PI-0010	P-10	PICK-UP	2000	FORD	SWR SUPE		
PI-0011	P-11	PICK-UP	2006	FORD	F-250		
PI-0012	P-12	PICKUP	2008	CHEVROLET	SILVERADO		
PI-0013	P-13	PICKUP	2008	CHEVROLET	SILVERADO		
PI-0014	P-14	PICKUP	2000	CHEVROLET	C2500		
PI-0015	P-15	F-350 PICKUP	2008	FORD	F-350		
PI-0016	P-16	CHEVY SILVERADO 4X4	2009	CHEVROLET	SILVERADO		
PI-0017	P-17	1500 SILVERADO	2017	CHEVY	1500 SILVE		
PI-0018	P-18	REFLECTOMETER TRUCK	2017	CHEVY	SILVERADO		
PI-0019	P-19	1500 SILVERADO	2014	CHEVY	1500 SILVE		
PI-0020	P-20	1500 SILVERADO	2018	CHEVY	SILVERADO		
PI-0021	GPS-1	F-250 GPS LAYOUT TRUCK	2019	FORD	F-250		
PI-0022	P-22	REFLECTOMETER TRUCK	2019	CHEVY	SILVERADO		
PI-0023	P-23	F-350 MESSAGE BOARD	2021	FORD	F-350		
PI-0024	P-24	FORD F-350	2020	FORD	F-350		
PI-0025	GPS-2	F-350 GPS LAYOUT TRUCK	2020	FORD	F-350		
PI-0026	GPS-3	F-350 GPS LAYOUT TRUCK	2020	FORD	F-350		
ST-0001	ST-1	2500 CHEVY SILVERADO	2016	CHEVY	2500 SILVE		
PAINT							
PT-0019	PT-19	PAINT TRUCK 120 GAL	2006	ISUZU	FXR		
PT-0020	PT-20	AIRPORT PAINT TRUCK	2007	GMC	T850		
PT-0021	PT-21	PAINT TRUCK 120 GAL.	2008	ISUZU	FVR		
PT-0022	PT-22	PAINT TRUCK 120 GAL	2009	ISUZU	FVR		
PT-0023	PT-23	PAINT TRUCK 700 GAL	2010	PETERBUILT	320		
PT-0024	PT-24	PAINT TRUCK 700 GAL	2010	PETERBUILT	320		
PT-0026	PT-26	AIRPORT PAINT TRUCK 700G	2014	PETERBILT	320		
PT-0027	PT-27	PAINT TRUCK 240 GAL	2016	PETERBILT	220		
PT-0028	PT-28	PAINT TRUCK 700 GAL	2017	PETERBILT	320		
PT-0029	PT-29	PAINT TRUCK 60 GAL	2017	ISUZU	NRR		
PT-0030	PT-30	PAINT TRUCK 120 GALLON	2018	ISUZU	FTR		
PT-0031	PT-31	PAINT TRUCK 700 GAL	2019	PETERBILT	520		
PT-0033	PT-33	AIRPORT PAINT TRUCK 700	2021	PETERBILT	520		
PT-0034	PT-34	PAINT TRUCK 240 GAL	2022	PETERBILT	220		
RACK							
RA-0040	R-40	RACK BODY	1999	ISUZU	NQR 07/		
RA-0043	R-43	RACK BODY	2001	ISUZU	NQR 01/01		
RA-0046	R-46	RACK BODY	2003	ISUZU	NQR		
RA-0047	R-47	RACK BODY	2003	ISUZU	NQR		
RA-0048	R-48	RACK BODY	2005	ISUZU	NQR		
RA-0049	R-49	RACK BODY	2006	ISUZU	NQR		
RA-0050	R-50	RACK BODY	2007	ISUZU	FVR		
RA-0051	R-51	RACK BODY	2008	ISUZU	NQR		
RA-0052	R-52	RACK BODY	2011	ISUZU	NQR		
RA-0054	R-54	RACK BODY	2023	ISUZU	NRR		
RAMP							
RT-0002	RT-2	RAMP TRUCK	1998	ISUZU	NPR		
RT-0003	RT-3	RAMP TRUCK	2004	ISUZU	FRR		
THERMO							
TH-0002	TP-2	THERMO PAINT TRUCK	2004	STERLING	ACTERRA		
TH-0004	TP-4	THERMO PAINT TRUCK	2016	INTERNATIO	4300		

Equipment		Description	Year	Make	Model	Vin #	Marker#
RACK BODY HYDRO-BLAST							
WT-0004	WB-4	HYDROBLAST TRUCK	2016	PETERBILT	320	[redacted]	
WT-0005	WB-5	HYDROBLAST TRUCK	2018	PETERBILT	M520		
WT-0006	WB-6	HYDROBLAST TRUCK	2019	PETERBILT	M520		
WT-0007	WB-7	HYDROBLAST TRUCK	2019	PETERBILT	520		
WT-0008	WB-8	HYDROBLAST TUSK TRUCK	2022	PETERBILT	520		

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.

None

(use additional blank sheets if additional space is necessary)

14. In what manner have you inspected this proposed work? Explain in detail.

RAY RYAN, LI DEPARTMENT HEAD AND BRONSON KELLY, NY OPERATIONS MANAGER HAVE DRIVEN ALL LOCATIONS SEVERAL TIMES. OUR CREWS HAVE STRIPED AND REMOVED PAVEMENT MARKINGS SEVERAL TIMES UNDER NYSDOT AND NASSAU COUNTY DPW CONTRACTS. PLEASE REFER TO THE LIST OF CONTRACTS AND EXPERIENCE FOR SPECIFIC CONTRACT NUMBERS.

(use additional blank sheets if additional space is necessary)

15. Explain your plan and lay-out for performing the proposed work.

- REMOVE EXISTING PAVEMENT MARKINGS -- EACH INTERSECTION
- LAYOUT EACH INTERSECTION FOR NEW EPOXY PAVEMENT MARKINGS
- INSTALL EPOXY PAVEMENT MARKINGS

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.

- BRONSON KELLY, NEW YORK OPERATIONS MANAGER
- RAY RYAN, LONG ISLAND DEPARTMENT HEAD

17. Insurance carried by your firm:

Type	Company	Limits of Coverage	Term

PLEASE SEE ATTACHED

NO TEXT ON THIS PAGE

SMC

Ray Ryan

Contact Information	**Safety Marking LLC** 255 Hancock Avenue Bridgeport, CT 06605 Office: (203) 333-6870 Cell: (203)895-1777 Email: rryan@safetymarking.net
Position	**Long Island Department Head**
Experience	• Employed by Safety Marking since 2000 • Managed various construction and maintenance projects in CT, NY, and RI ranging in value from $10,000 to $8,000,000 • Fully trained and experienced in application and removal of all temporary and durable pavement markings offered by SMC • Working knowledge of all MUTCD, DOT, & FAA specs and regulations
Additional Training	• First Aid & CPR certified • 30 Hour OSHA Certified

SMC

Bronson Kelly

Contact Information

Safety Marking LLC
255 Hancock Avenue
Bridgeport, CT 06605
Office: (203) 333-6870
Cell: (203) 520-7158
Email: bkelly@safetymarking.net

Position **New York Operations Manager**

Experience

- MBA Sacred Heart University
- B.A Johns Hopkins University
- Managed various construction and maintenance projects ranging in value from $10,000 to $8 million
- Managed NYSDOT Primes and supervised traffic control on Interstate & Parkway Projects
- Fully trained and experienced in application and removal of all temporary and durable pavement markings offered by SMC.
- Working knowledge of all MUTCD, DOT, & FAA specs and regulations
- Experienced in layout of new and phase construction

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/24/2024

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME:	Amanda Harding	
RSC Insurance Brokerage, Inc. Risk Strategies - TriPoint 21c Arts Center Ct Avon, CT 06001	PHONE (A/C, No, Ext):	959-230-1007 x4676	FAX (A/C, No):
	E-MAIL ADDRESS:	aharding@risk-strategies.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Endurance Assurance Corporation	11551
INSURER C : American Zurich Insurance Company	40142
INSURER D : Markel American Insurance Company	28932
INSURER E : Westchester Surplus Lines Insurance Co	10172
INSURER F :	

INSURED
Safety Marking, LLC
255 Hancock Avenue
Bridgeport CT 06605

COVERAGES **CERTIFICATE NUMBER:** 80611858 **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	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ✓ PRO-JECT ✓ LOC OTHER:	✓		[redacted]	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	✓		[redacted]	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
B	UMBRELLA LIAB ✓ OCCUR ✓ EXCESS LIAB CLAIMS-MADE DED RETENTION $	✓		[redacted]	7/1/2023	7/1/2024	EACH OCCURRENCE AGGREGATE $	$2,000,000 $2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	7/1/2023	7/1/2024	✓ PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Excess Liability (2nd Layer)			[redacted]	7/1/2023	7/1/2024	$2,000,000 occ/$2,000,000 agg	
E	Excess Liability (3rd Layer)				7/1/2023	7/1/2024	$5,000,000 occ/$5,000,000 agg	

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

Please refer to Additional Remarks Schedule

CERTIFICATE HOLDER

NY - H62153-13GR – For Bidding Purposes Only

County of Nassau
1194 Prospect Ave
Westbury NY 11590

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

Amanda Harding

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AGENCY CUSTOMER ID: 6053

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
RSC Insurance Brokerage, Inc.	Safety Marking, LLC 255 Hancock Avenue Bridgeport CT 06605
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 (03/16)

HOLDER: County of Nassau

ADDRESS: 1194 Prospect Ave Westbury NY 11590

NY - H62153-13GR - For Bidding Purposes Only

County of Nassau, all Municpalities, Municipal Sub-Divisions, and Fee Owners of Properties, Consultants, and any additional parties required by written contract are included as additional insureds on a primary and non-contributory basis per the attached forms. Notice of Cancellation - 30 days' notice to the Named Insured except for 7 days for non-payment. Please refer to the attached forms when reviewing this certificate of insurance.

Owner's and Contractor's Protective Liability at $3,000,000 each occurrence / $3,000,000 aggregate will be bound at start of project.

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Safety Marking, LLC 255 Hancock Avenue Bridgeport CT 06605 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured [redacted] 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau 1194 Prospect Ave Westbury NY 11590	3a. Name of Insurance Carrier American Zurich Insurance Company 3b. Policy Number of Entity Listed in Box "1a" [redacted] 3c. Policy effective period 07/01/2023 to 07/01/2024 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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

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

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Robert G. Phelan
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Robert Phelan 6/24/2024
(Signature) (Date)

Title: President & CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: 860-482-6566

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE | Workers' Compensation Board

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

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

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

SAFETY MARKING LLC
255 HANCOCK AVENUE
BRIDGEPORT, CT 06605

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

1b. Business Telephone Number of Insured

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

[redacted]

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

County of Nassau
1194 Prospect Ave
Westbury NY 11590

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

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

[redacted]

3c. Policy effective period

07-01-2023 to 06-30-2024

4. Policy provides the following benefits:

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

5. Policy covers:

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

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

Date Signed 6/24/2024 **By** *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

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

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

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

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

State of New York
Workers' Compensation Board

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

Date Signed **By**

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number **Name and Title**

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

Additional Instructions for Form DB-120.1

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

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

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

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

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

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. [redacted]	Effective Date: 07/01/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

   a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

   b. The ISO CG 20 37 (10/01 edition),

   such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

   (1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

   (2) "Your work", with respect to Paragraph **1.b.** above,

   which is the subject of the written contract or written agreement.

   However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

   (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

   (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

   a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

   b. The ISO CG 20 37 (07/04 edition),

   such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

   (1) Your acts or omissions; or

   (2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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POLICY NUMBER: [redacted]

COMMERCIAL GENERAL LIABILITY
CG 20 32 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Additional Insured Engineer(s), Architect(s) Or Surveyor(s) Not Engaged By The Named Insured:
ANY ENGINEERS, ARCHITECTS OR SURVEYORS WHILE NOT ENGAGED BY YOU, TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Coverage Extension Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. [redacted]	Effective Date: 07/01/2023

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

   Include, as soon as practicable:

   (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

   (2) The "insured's" name and address; and

   (3) To the extent possible, the names and addresses of any injured persons and witnesses.

   If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

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" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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EXCESS LIABILITY COVERAGE FOLLOW FORM (SHORT FORM)

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. The words "we", "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization qualifying as such in the "first underlying insurance" which is the controlling policy listed in Item 5 of the Declarations, unless designated otherwise in the Declarations. Other words and phrases that appear in quotation marks have special meaning and can be found in the **DEFINITIONS** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree with you to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

We will pay on behalf of the insured the amount of "loss" covered by this insurance in excess of the "underlying limits of insurance" subject to the **LIMITS OF INSURANCE** Section. This policy will follow form to the terms, conditions, definitions, and exclusions of the "first underlying insurance" in effect the first day of the Policy Period, except to the extent that the terms, conditions, definitions, and exclusions of this policy differ from the "first underlying insurance." In no event shall this policy provide broader coverage than is provided by any policy in the "underlying insurance" shown in Item 5. of the Declarations, except if specifically provided otherwise by endorsement.

II. LIMITS OF INSURANCE

A. The Each Occurrence limit stated in Item 4. of the Declarations is the most we will pay for all "loss" arising out of any one occurrence to which this policy applies.

B. The aggregate limit shown in Item 4. of the Declarations is the most we will pay for all "loss" that is subject to an aggregate limit provided by the "first underlying insurance" and shall apply in the same manner as the aggregate limits provided by the "first underlying insurance".

C. This policy applies only in excess of the "underlying limits of insurance" and only after the "underlying limits of insurance" have been exhausted.

III. DEFENSE

We will follow the Defense provisions of the "first underlying insurance". In the event there are no Defense provisions contained in the "first underlying insurance", we will have the right, but not the duty to be associated with you or your underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability to our policy for "loss." If we exercise such right, we will do so at our own expense, but we will have no such expense obligation or liability once the Limits of Insurance are exhausted.

IV. PREMIUM

If any additional premium charge is made to the "underlying insurance" during the Policy Period or if there is an increase in the risk assumed by us, our premium may be adjusted.

V. DEFINITIONS

A. "Loss" means those sums actually paid in the settlement or satisfaction of a claim which you are legally obligated to pay as damages, including but not limited to "bodily injury" and "property damage", after making proper deductions for all recoveries and salvage.

B. "Underlying limits of insurance" means the sum of the limits of all applicable "underlying insurance" listed in Item 5. of the Declarations, including self-insured retentions (SIRs), deductibles or other forms of insurance or self-insurance applicable to a given claim or occurrence.

VI. CONDITIONS

A. Changes

This policy can only be changed by a written endorsement signed by one of our authorized representatives that becomes a part of this policy.

B. First Named Insured Duties

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for the giving and receiving of notice of cancellation or the receipt of any return premium that become payable.

C. Maintenance of "Underlying Insurance"

During the period of this policy, you agree to keep all "underlying insurance" in full force and effect and that the "underlying limits of insurance" will be maintained, except to the extent such limits may be reduced or exhausted by payment for "loss" covered by "underlying insurance." If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

D. Notice of Occurrence

You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim or suit which may involve this policy. If a claim or suit against any insured is reasonably likely to involve this policy you must notify us in writing as soon as practicable.

If the "underlying limits of insurance" are exhausted solely by payment of "loss", no insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our written consent.

E. Other Insurance

If other insurance applies to a "loss" that is also covered by this policy, this policy will apply excess of the other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy. Other insurance includes any type of self-insurance or other mechanism by which an insured arranges for funding of legal liabilities.

F. Conformity to Statute

Any terms of this policy which are in conflict with the terms of any applicable law or regulation governing this policy are hereby amended to conform to such laws and regulations.

G. When "Loss" is Payable

Coverage under this policy will not apply unless and until the insured or the insured's "underlying insurance" is obligated to pay the full amount of the "underlying limits of insurance."

When the amount of "loss" has finally been determined, we will promptly pay on behalf of the insured the amount of "loss" falling within the terms of this policy.

If the insured has rights to recover all or part of any payment we have made under this policy, then those rights are transferred to us and the insured must do nothing to impair those rights. At our request the insured will bring suit or transfer those rights to us to enforce them.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY ENDORSEMENT

The **Other Insurance** Condition is amended to include the following additional provision:

When required by written contract or agreement, the insurance provided by this policy is primary insurance and we will not seek contribution from any other insurance available to the person or organization covered as additional insured hereunder unless the other insurance is provided by a contractor, other than you, for the same operations and job location.

This endorsement does not change any other provision of the policy.

MARKEL®

MARKEL AMERICAN INSURANCE COMPANY

COMMERCIAL EXCESS LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy and any "underlying insurance" 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 and any other person or organization qualifying as an Insured under the "underlying insurance". The words "we" and "us" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meanings. Refer to Section **V.** Definitions.

SECTION I. INSURING AGREEMENT

1. We will pay those sums in excess of the limits shown in the Schedule Of Underlying Insurance that you become legally obligated to pay as damages because of injury to which this insurance applies, provided that the "underlying insurance" also applies, or would apply but for the exhaustion of its applicable Limits Of Insurance.
2. This policy is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except:
   a. We will have no obligation under this policy with respect to any claim or suit that is settled without our consent; and
   b. With respect to any provisions to the contrary contained in this policy.
3. The amount we will pay for damages shall not exceed the Limits Of Insurance shown in the Declarations.
4. We will have the right to participate in the defense of claims or suits against you seeking damages because of injury to which this insurance may apply. We will have a duty to defend such claims or suits when the applicable limit of insurance of the "underlying insurance" has been exhausted by payment of judgments, settlements and any cost or expense subject to such limit. We may, at our discretion, investigate and settle any claim or suit. Our right and duty to defend ends when the applicable limit shown in the Declarations has been used up by our payment of judgments or settlements.

SECTION II. EXCLUSIONS

The exclusions applicable to the "underlying insurance" also apply to this policy.

SECTION III. LIMITS OF INSURANCE

1. The Limit Of Insurance shown in the Declarations as the Each Occurrence Limit is the most we will pay for damages arising out of any one occurrence or offense.
2. If a Limit Of Insurance is shown in the Declarations as the Aggregate Limit, that amount will apply in the same manner as the aggregate limits shown in the Schedule Of Underlying Insurance.

SECTION IV. CONDITIONS

If any of the following conditions are contrary to conditions contained in the "underlying insurance" the provisions contained in this policy apply.

1. Appeals

In the event the underlying insurer(s) elects not to appeal a judgment in excess of the limits of the "underlying insurance", we may elect to make such an appeal. If we so elect, we shall be liable, in addition to the applicable Limits Of Insurance, for all defense expenses we incur.

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2. Maintenance Of Underlying Insurance

a. You agree to maintain the "underlying insurance" in full force and effect during the term of this policy, and to inform us within 30 days of any replacement or material change of that "underlying insurance" by the same or another company. Failure to maintain the "underlying insurance" in full force and effect or to meet all conditions and warranties of such "underlying insurance" will not invalidate insurance provided under this policy, but insurance provided under this policy shall apply as if the "underlying insurance" were available and collectible.

b. Reduction or exhaustion of the aggregate limit of any "underlying insurance" by payments for judgments, settlements or any costs or expenses subject to that limit, will not be a failure to maintain "underlying insurance" in full force and effect.

c. No statement contained in this condition limits our right to cancel or not renew this policy.

For purposes of this policy, if any "underlying insurance" is not available or collectible because of:

a. The bankruptcy or insolvency of the underlying insurer(s) providing such "underlying insurance"; or

b. The inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy;

then this policy shall apply and amounts payable hereunder shall be determined as if such "underlying insurance" were available and collectible.

3. Other Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

4. Cancellation

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering advance written notice of cancellation to us.

b. We may cancel this policy by mailing or delivering written notice of cancellation to the first Named Insured at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 60 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.

e. 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.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. Policy Period

This insurance will respond to injury or damage that occurs, or arises from an offense committed, during the Policy Period shown in the Declarations.

SECTION V. DEFINITIONS

"Underlying insurance" means the policies or self-insurance shown in the Schedule Of Underlying Insurance, any replacements thereof and other policies purchased or issued for newly acquired or formed organizations. Policies purchased or issued replacements of policies or self-insurance listed in the Schedule Of Underlying Insurance or for newly acquired or formed organizations shall not be more restrictive than those listed in the Schedule Of Underlying Insurance. All "underlying insurance" shall be maintained by you in accordance with the Maintenance Of Underlying Insurance condition of this policy.

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MARKEL AMERICAN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

Paragraph **3.** Other Insurance in Section **IV.** Conditions is replaced by the following:

3. Other Insurance

a. Excess

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except if the other insurance is written specifically to be excess over this insurance or if the Primary And Noncontributory Excess Insurance provision below applies.

b. Primary And Noncontributory Excess Insurance

This insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis; however, this insurance will not seek contribution from any other liability insurance available to an additional insured that has been granted primary and non-contributory status under any "underlying insurance" shown in the Schedule Of Underlying Insurance. This provision applies only if:

(1) All limits provided by "underlying insurance" have been exhausted by payment of judgments against the additional insured or payment of settlements that the "underlying insurance" has agreed to in writing;

(2) The additional insured is a Named Insured under such other liability insurance available to the additional insured; and

(3) You have specifically agreed in writing in a contract or agreement executed prior to the claim that this excess liability insurance would be primary and would not seek contribution from any other liability insurance available to the additional insured.

The insurance provided by this endorsement does not drop down to provide coverage if the "underlying Insurance" does not pay for the claim for any reason whatsoever.

All other terms and conditions remain unchanged.

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.

MARK KELLY, CEO

JUNE 21, 2024
Date

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Cc: Carly Thomas; dot.sm.mo.vendor.responsibility
Subject: RE: CCA-2 Safety Marking

Good Afternoon,

Your CCA-2 was reviewed and approved with a 9/25/23 effective date, good for 1 year. Please use this email as proof of approval of your CCA-2.

Thank You,

Vendor Responsibility Unit
New York State Department of Transportation
Office of Contract Management
50 Wolf Road 1st Floor, Suite 1CM
Albany, NY 12232
VendorResponsibility@dot.ny.gov
NEW YORK | Department of Transportation

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~~ CONNECTICUT)
)ss.: BRIDGEPORT
COUNTY OF ~~NASSAU~~ FAIRFIELD)

MARK KELLY Being duly sworn, deposes and says: That he resides at [redacted] Street, in the City of [redacted] that he is the CEO of SAFETY MARKING LLC 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 21st day of JUNE , 2024.

Elena Vilarinho
Notary

Elena Vilarinho
Notary Public-Connecticut
My Commission Expires
July 31, 2028

(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

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NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. H62153-13GR

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:
SAFETY MARKING LLC 255 HANCOCK AVENUE BRIDGEPORT, CT 06605 Federal ID No.: [redacted]	NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS - PHASE 13 - VARIOUS LOCATIONS IN NASSAU COUNTY	6/25/24	$1,474,795.00

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, Ventiliating 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] Title: CEO Date: JUNE 21, 2024

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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 ✓

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)

SAFETY MARKING LLC
(Name of Business)

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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.

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:

✓ **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.

6/21/24 — Signature/Date

MARK KELLY, CEO — Print Name and Position

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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 potiential 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) **Incorportation 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.

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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 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.

MARK KELLY, CEO — 6/21/24
Name and Title of Authorized Representative — m/d/yy

Signature — 6/21/24 Date

SAFETY MARKING LLC
Name of Organization

255 HANCOCK AVENUE BRIDGEPORT, CT 06605
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

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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.

NO TEXT ON THIS PAGE

CONTRACTOR CERTIFICATION STATEMENT REGARDING

STORM WATER POLLUTION AT THE WORK SITE

I certify under penalty of the law that I understand and agree to comply with the terms and conditions of the pollution prevention plan for the construction site identified in such plans as a condition of authorization to discharge storm water. I also understand the operator (Nassau County) must comply with the terms and conditions of the New York State Pollution Discharge Elimination System ("SPDES") general permit for storm water discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. Finally, I understand my contractual obligations in the matter as outlined in the contract documents.

CONTRACTOR'S NAME: SAFETY MARKING LLC

TELEPHONE NUMBER: (203) 333 - 6870

WORK SITE OR FACILITY NAME: VARIOUS LOCATIONS IN NASSAU COUNTY

WORK SITE OR FACILITY ADDRESS OR
OTHER IDENTIFYING DESCRIPTION: NASSAU COUNTY

Signature 6/21/2024 Date

MARK KELLY, CEO
Print Name and Title of Signer

NO TEXT ON THIS PAGE

DETERMINATION OF LOW BID. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and allowances, plus the Add Alternate(s), minus the Deduct Alternate(s) where applicable, taken in order, or none of them, whichever amount(s) shall be judged by the Commissioner of Public Works to be in the best interest of the County.

NO TEXT ON THIS PAGE

MAJOR EQUIPMENT ITEMS: The Bidder shall fill the name and address of the proposed system suppliers for the major equipment items tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

Specification Number	Description	Manufacturer and/or Supplier
685072001 10	WHITE EPOXY STRIPES	EPOPLEX & POTTERS
685072002 10	WHITE EPOXY LETTERS	EPOPLEX & POTTERS
685072008 10	WHITE EPOXY SYMBOLS	EPOPLEX & POTTERS
685072004 10	WHITE EPOXY CROSSHATCH	EPOPLEX & POTTERS
685072005 10	WHITE EPOXY SPECIAL MARKINGS	EPOPLEX & POTTERS
685072006 10	YELLOW EPOXY STRIPES	EPOPLEX & POTTERS
685072007 10	YELLOW EPOXY CROSSHATCH	EPOPLEX & POTTERS
685072008 10	WHITE EPOXY YIELD LINE - SMALL	EPOPLEX & POTTERS
685072009 10	WHITE EPOXY YIELD LINE - LARGE	EPOPLEX & POTTERS

· EPOPLEX
ONE PARK AVENUE
MAPLE SHADE, NJ 08052

· POTTERS INDUSTRIES
PO BOX 840
VALLEY FORGE, PA 19482

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

PROPOSAL: For all work in accordance with the drawings and specifications:

SAFETY MARKING LLC
(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number: N/A

Firm or Corporation's Federal ID Number: [redacted]

Firm or Corporation's Municipal License ID Number: N/A

Municipal Licensing Agency: N/A

By: _____ Date: JUNE 21, 2024

(Print): MARK KELLY Title: CEO

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: _____
Secretary

STEVEN TREGILIA, CFO

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

Note: The Bids shall be sworn to by the person signing them, in one of the following forms:

(Form of Affidavit where Bidder is an 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 Public

(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 thereunto 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 Public

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

STATE OF ~~NEW YORK~~ CONNECTICUT)
) ss.: BRIDGEPORT
COUNTY OF ~~NASSAU~~ FAIRFIELD)

MARK KELLY Being duly sworn, deposes and says: That he resides at [redacted], that he is the CEO of 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 affixed 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 21st day of JUNE 20 24.

Elena Vilarinho
Notary Public

Elena Vilarinho
Notary Public-Connecticut
My Commission Expires
July 31, 2028

NO TEXT ON THIS PAGE

BRUCE A. BLAKEMAN
NASSAU COUNTY
EXECUTIVE

KENNETH G. ARNOLD, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

VENDOR PORTAL ACKNOWLEDGMENT

Vendor Name: SAFETY MARKING LLC

Contract Title: NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS - PHASE 13

Contract Number: H62153 - 13GR

Vendors doing business with Nassau County, including those responding to this solicitation, must register with the County's Vendor Portal in order to submit the mandatory vendor disclosure forms required for an award pursuant to this solicitation. Vendors may register at www.nassaucountyny.gov by clicking the "Vendor Portal Registration" button at the bottom of the webpage. Failure to do so may result in a delay of contract award.

The undersigned hereby acknowledges that he/she has registered and has submitted the required disclosures on the Nassau County Vendor Portal.

Signature

JUNE 21, 2024
Date

MARK KELLY, CEO
Print Name

If you attempted to register via the Portal but were unable to do so, please explain here:

N/A

NO TEXT ON THIS PAGE

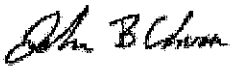
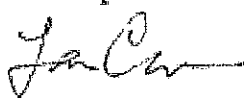
APPENDIX X

BRUCE BLAKEMAN

NASSAU COUNTY EXECUTIVE

NASSAU COUNTY

Vendor Code of Ethics

POLICY/PROCEDURE TITLE: Nassau County Vendor Code of Ethics	DATE ISSUED: June 5th, 2019
DEPARTMENT ISSUING: Executive – Compliance	AUTHORIZED and SIGNED BY:  Deputy County Executive For Compliance  County Executive

POLICY: The Office of the Nassau County Executive recognizes the importance of the vendor community in helping the County provide necessary services for the residents of Nassau County. It is the policy of the County Executive to ensure that all vendors doing business with Nassau County operate under the highest standards of legal and ethical conduct.

PURPOSE: To set forth a Code of Conduct for vendors to ensure that Nassau County Vendors are conducting their business with integrity, ethics, and compliance with all applicable laws and regulations.

SCOPE: All vendors doing business or seeking to do business with Nassau County as specified in the Code.

Vendor Code of Ethics

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Vendor Code of Ethics

Chapter 1: DEFINITIONS

As used in this Code, the following terms have the following meanings:

Adverse Job-Related Action includes any material alteration to existing terms, conditions, and privileges of employment, such as dismissal, demotion, suspension, compulsory leave, disciplinary action, creation of a hostile work environment, negative performance evaluation, any action resulting in loss of staff, office space or equipment or other benefit, reduction in compensation, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected employee.

Contact means any oral or written communication with any Nassau County Employee, other than the Designated Point(s) of Contact, where it could be reasonably inferred that such contact was intended to influence, or could reasonably be expected to influence, the subject of a County procurement.

Designated Point(s) of Contact means the individual(s) designated by the County to be a Vendor's only contact with Nassau County following the public advertisement of a solicitation or the issuance of a request for a bid, proposal, or quote for small purchase, until the award of a resulting contract and, where applicable, approval by the County Legislature. This timeframe, further defined in the State Procurement Lobbying Law, is also known as the Restricted Period.

Nassau County Employee means any officer, official or employee of Nassau County.

Family Member means (i) a Nassau County Employee's Spouse, Domestic Partner, Child, Sibling or Parent; (ii) a person who is a direct descendant (or the spouse of a direct descendant) of a Sibling of the Nassau County Employee or a Sibling of the Nassau County Employee's Spouse or Domestic Partner; or (iii) a person living in the same household as a Nassau County Employee.

Gift means the transfer, without equivalent consideration, of anything of benefit, tangible or intangible, having more than nominal value, including, but not limited to, cash, loans, forbearance,

services, travel, gratuities of any kind, favors, money, meals, refreshments, entertainment, hospitality, admittance to private clubs, use of time-shares, personal use of the Vendor's facilities, promises, tickets to entertainment or sporting events, weekend trips, golf outings, loans of equipment, or other thing or benefit. A Gift need not be intended to influence or reward any individual or entity.

Nassau County Code of Ethics means Nassau County Charter Section 2218, and the rules and regulations promulgated thereunder as may be amended or modified.

Participating Employee means any Vendor employee who engages in any written or oral communication of a non-clerical or non-administrative nature with Nassau County or with a Nassau County Employee(s) as part of or in connection with the procurement.

Participating Nassau County Employee means any Nassau County Employee who the Vendor knows, has reason to know, or can reasonably anticipate is involved in a specific procurement, in either a direct or decision-making capacity, but not in a clerical capacity. This includes but is not limited to the Designated Point of Contact, the project manager, the project manager's staff to the extent that they are involved in the procurement, members of selection committees, technical experts and negotiating teams.

Primary Contracting Party means a Vendor who intends to directly enter into or has a contract with Nassau County.

Retaliatory Action is defined as any Adverse Job-Related Action taken by, or at the direction or request of, a Vendor or a Vendors' Employees as a result of any individual's (i) good-faith report with respect to a violation or potential violation of this Code or the law; or (ii) cooperation in any investigation of unlawful conduct or misconduct conducted by Nassau County or by federal, state, or local law enforcement officials.

State Procurement Lobbying Law means New York State Finance Law Sections 139-j and 139-k, and the rules and regulations promulgated thereunder as may be amended or modified.

Vendor means any individual or entity seeking to or doing business

with Nassau County within the scope of this Code, including, without limitation, contractors, consultants, suppliers, manufacturers seeking to act as the primary contracting party, officers and employees of the foregoing, as well as any subcontractors, subconsultants and suppliers at all lower tiers.

Chapter 2: LIMITATIONS AND REPORTING OF CONTACTS WITH NASSAU COUNTY

Section 2.01 Designated Point(s) of Contact

Each procurement solicitation issued by Nassau County will identify the Designated Point(s) of Contact for that solicitation as required by the State Procurement Lobbying Law. Once the Designated Point(s) of Contact is/are established, the Vendor and any person or entity acting on the Vendor's behalf, including without limitation, those providing compensated or uncompensated lobbying, advocacy, consulting or other services should ensure that its contacts with Nassau County are in compliance with the requirements of the State Procurement Lobbying Law.

Chapter 3: GIFTS OR CONTINGENT FEES

Section 3.01 Zero Tolerance

No Vendor may offer or give any Gift, directly or indirectly, to a Nassau County Employee. Similarly, no Vendor may offer or give any Gift, directly or indirectly, to any Family Member of a Nassau County employee where such Gift is made because of the Vendor's relationship with the Nassau County Employee. Additionally, no Vendor may accept a gift from a Nassau County Employee.

This Zero-Tolerance Policy applies regardless of actual intentions. In other words, even if a Gift does not, or is not intended to, influence an action or decision by a Nassau County Employee, it is prohibited by this Code.

Section 3.02 Personal Relationships

Notwithstanding the foregoing, if a Vendor has a pre-existing family or personal relationship with the Employee, a Gift that is wholly unconnected with the Employee's duties on behalf of Nassau County is

not necessarily prohibited.

In determining whether the giving of an item was motivated by personal rather than business concerns, the following factors are considered:

(a) the history of the relationship between the donor and the recipient, including but not limited to the mutuality of gift giving;

(b) whether the item was paid for by the donor.

The giving of an item shall not be considered to be motivated by a family or personal relationship if the donor seeks to charge or deduct the value of the item as a business expense or seeks reimbursement from a client.

However, regardless of the family or personal relationship between a Vendor and an employee, a Gift is strictly forbidden where it is being given under circumstances where it can reasonably be inferred that it was intended to influence the employee in the performance of his or her official duties.

Section 3.03 Contingent Fees

The Vendor will not employ or retain any individual or entity for the purpose of soliciting or securing a Nassau County contract upon any agreement or understanding for a commission, percentage, brokerage, or fee that is contingent or dependent upon the outcome of the procurement.

Chapter 4: NEGOTIATIONS FOR FUTURE EMPLOYMENT

Section 4.01 Restrictions During the Procurement Process

Vendors shall not discuss future employment with Participating Nassau County Employees or their Family Members from the date the procurement is advertised or solicited through 30 days following the date that the procurement is awarded, even if a Participating Nassau County Employee contacts the Vendor regarding employment. Questions regarding whether a particular Nassau County employee is a Participating Nassau County Employee for a specific

procurement should be directed to the Designated Point of Contact for the procurement.

Section 4.02 Restrictions Post Award

Vendors are prohibited from offering or discussing an employment opportunity with a Nassau County Employee or his or her Family Members before whom the Vendor has or expects to have a pending specific matter including, but not limited to, negotiations, performance evaluation, task order selection, approval of a voucher or invoice, or approval of or agreement to a contract amendment, change order, or deviation or waiver until:

(i) 30 days from the time the matter before the Employee is closed, or

(ii)30 days from the time the Employee has no further involvement with the matter because of recusal or reassignment.

Chapter 5: CONFLICT OF INTEREST

Section 5.01 Financial Interest

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, as the case may be, may have a 10% or greater interest, nor shall the Vendor, nor any director, officer, principal, owner, or partner thereof, acquire a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract.

The Vendor will not permit an employee having a 10% or greater interest, either directly or indirectly, in any company or firm that would conflict in any manner or degree with the performance of the Nassau County contract to be employed in the performance of the Nassau County contract.

Section 5.02 Personal Business Dealings

Neither the Vendor, nor any director, officer, principal, owner, or partner thereof, may have a non-County business dealing with a

Participating Nassau County Employee where it can be reasonably inferred that the purpose of the business dealing, at least in part, is to influence the Participating Nassau County Employee's action on a pending County matter.

Section 5.03 Disclosure and Cooperation

The Vendor shall disclose immediately to the County any real or potential conflict of interest of which it becomes aware. This obligation is ongoing and shall last through the completion of performance of the contract. The Vendor shall provide to Nassau County, at the County's request and upon such forms as may be furnished by Nassau County, a disclosure of organizational, financial, contractual or other affiliations with any organization or entity that has interests that may be substantially affected by the procurement solicitation or award. The Vendor shall fully cooperate in any inquiry or investigation undertaken by Nassau County to determine whether any such affiliations present a conflict of interest, or whether any other provision of this Code has been violated. The Vendor shall fully cooperate with audits, investigations, examinations and reviews by the Nassau County Inspector General conducted pursuant to section 187 of the Nassau County Charter.

Section 5.04 Confidential Information

At no time shall any Vendor who obtains confidential or proprietary Nassau County information in the course of doing or seeking to do business with the County disclose any such information to any person not authorized by Nassau County to receive such information or use such information for any personal gain except as necessary to fulfill its contractual obligations to Nassau County.

If the Vendor receives from any source confidential or proprietary Nassau County information prior to the award of a resulting contract and, where applicable, approval by the County Legislature, without the explicit approval of the Designated Point of Contact, the Vendor shall immediately so notify the Designated Point of Contact.

Nassau County confidential or proprietary information includes, but is not limited to, internal cost estimates and proposals submitted by other Vendors.

Section 5.05 Prohibition Regarding Bidding by Participants in Procurement Development

No Vendor who participates in the development of a scope of work, solicitation documents, assessment criteria, contractual instruments or technical specifications may participate as a bidder, sub-bidder, proposer or sub-proposer on that particular procurement or perform any work on that particular procurement or any other procurement that would constitute an organizational conflict of interest or would give that Vendor an unfair advantage over other bidders or proposers on that procurement. This prohibition may be waived in writing by the County Chief Procurement Officer upon a showing of good cause.

Chapter 6: FORMER NASSAU COUNTY EMPLOYEES

Section 6.01 Appearance Before Former Agency-Two Year Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear or practice before any Nassau County agency, either prior to award or in the performance of a Nassau County contract, for a period of two years after termination of the Nassau County Employee's services with the County.

Section 6.02 Appearance Before Former Agency-Life Time Bar

Except as provided for in Section 2218(8) of the Nassau County Code of Ethics, the Vendor will not permit a former Nassau County Employee to appear, practice, communicate or otherwise render services before the agency that employed the officer or employee or any other agency of Nassau County, either prior to award or in the performance of an agency's contract in relation to any case, proceeding, application or transaction with respect to which such former officer or employee was directly concerned and in which he or she personally participated, or which was under his or her active consideration during the period of his or her employment. This provision is a lifetime bar on projects that the former Nassau County Employee previously worked on while employed by the County.

Chapter 7: NON-COLLUSION

Section 7.01 Independent Bid Assessment

The Vendor will calculate the price(s) contained in any bid or proposal independently, without collusion, consultation, communication, or agreement with any competing Vendor for the purpose of restricting competition.

Section 7.02 Non-Communication of Bid

Unless otherwise required by law, the price(s) which the Vendor quotes in its bid or proposal will not knowingly be disclosed by the Vendor, directly or indirectly, to any competing Vendor prior to the closing date for bids or proposals.

Section 7.03 Bid Submission

The Vendor will not make any attempt to induce any other individual or entity to submit or not to submit a bid or proposal.

Chapter 8: DISTRIBUTION AND CERTIFICATION

Section 8.01 Distribution of Vendor Code of Ethics and Vendor's Participating Employee Acknowledgements

As a condition of being considered for the award of any contract above the County's small purchase threshold of $10,000, the Vendor will be required to distribute copies of the Nassau County Vendor Code of Ethics to all Participating Employees prior to any of those employee's participation in the procurement. The Code may be distributed either in hard copy or electronically as a separate PDF.

Additionally, as a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will be required to obtain an acknowledgement from each of its Participating Employees ("Participating Employee Acknowledgements") that they have received, read, understand, and will comply with the Nassau County Vendor Code of Ethics.

The Vendor's responsibility for distributing copies of the Nassau County Vendor Code of Ethics and obtaining such signed Participating Employee Acknowledgements is ongoing until completion of performance of the contract and shall be retained for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Receipt and retention of Participating Employee Acknowledgments by the Vendor shall be subject to audit by Nassau County.

Section 8.02 Vendor Certifications

The vendor by signing the final contract thereby certifies and attests to the following:

(a) The Vendor has been provided with a copy of the Nassau County Vendor Code of Ethics and will comply with all of the provisions of the Code;

(b) All of its Participating Employees during the course of procurement or contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to any of those employees' participation in the procurement;

(c) All Participating Employees have completed the acknowledgement required by Section 8.01 of this Code;

(d) The Vendor will retain all of the signed Participating Employee Acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County;

(e) The Vendor will continue to distribute the Nassau County Vendor Code of Ethics, obtain signed Participating Employee Acknowledgements as new Participating Employees are added or changed during the contract period, and retain all of the signed acknowledgements for the same period as the Vendor is required to retain other contract documents in accordance with their contract with the County.

Section 8.03 Subcontractor Certifications

As a condition of being considered for the award of any contract above the County's small purchase threshold, the Vendor will obtain certifications executed by authorized officials from all of its lower tier subcontractors, subconsultants and suppliers (as well as from any other subcontractors, subconsultants and suppliers from whom that Vendor is soliciting or has received proposals for work on a Nassau County contract) whose employees have communicated or may communicate with Nassau County Employees. This obligation is ongoing and shall last through the completion of performance of the contract. Receipt and retention of lower tier certifications by the Vendor shall be subject to audit by Nassau County.

Chapter 9: PENALTIES

Section 9.01 Responsibility Determination

For violation of any provision of the Nassau County Vendor Code of Ethics, Nassau County may avail itself of every remedy in law or equity, or as agreed to by parties in any contract, including but not limited to declaring the Vendor non-responsible or in material breach of the contract.

Section 9.02 Civil/Criminal Penalties

Additionally, violation of the Nassau County Vendor Code of Ethics or a provision thereof may subject the Vendor to criminal or civil penalties under State or Federal law.

Chapter 10: REPORTING OBLIGATION

Section 10.01 Reporting Gift Requests

Notwithstanding the provisions of Chapter 4 above, the Vendor is obligated to immediately report to Nassau County's Inspector General and the County Chief Procurement Officer, any and all requests made to the Vendor by any Nassau County Employee for a Gift.

Section 10.02 Reporting Material Changes

The Vendor is under a continuing obligation to report any change in circumstances that materially affects any prior report to Nassau County to Department of Chief Contracting Officer, including but not limited to disclosure of conflicts of interest and representations made in the Contractor Responsibility Form.

Section 10.03 Reporting Violations and Overpayments

The Vendor is obligated to timely report in writing to Nassau County's Inspector General, in connection with the award, performance or closeout of the Nassau County contract or subcontract, any credible evidence of significant overpayments on the contract or that a principal, employee, agent or subcontractor has committed a

violation of law involving fraud, conflict of interest, bribery or gratuities.

Chapter 11: PROHIBITION ON RETALIATION

Section 11.01 Prohibition

To facilitate the reporting obligations under Chapter 10, this code strictly forbids all Vendors and Vendors' Employees from taking any Retaliatory Action against individuals who make such reports.

CERTIFICATION REGARDING DISTRIBUTION OF NASSAU COUNTY VENDOR CODE OF ETHICS

Bid/Proposal No.: H62153-13GR

Project Description: Nassau County Pavement Marking Improvements - Phase 13

The prospective lower tier participant Apex Striping, Inc. (subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to Safety Marking LLC [prime contractor] in connection with the Nassau County bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with Nassau County employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the Nassau County Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this 21st day of June, 2024.

By Laura A Hulsizer Signature of Authorized Official

Laura Hulsizer, President Name and Title of Authorized Official

Vendor Code of Ethics

PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING NASSAU COUNTY VENDOR CODE OF ETHICS

Company: SAFETY MARKING LLC

Bid/Proposal No.: H62153 - 13GR

I, MARK KELLY, acknowledge that I have received and read the Nassau County Vendor Code of Ethics on JUNE 21, 2024 and that I understand it and will comply with this Code in my participation in procurements between SAFETY MARKING LLC (Vendor name) and Nassau County.

Executed this 21st day of JUNE, 2024.

By _____ Signature of Employee

MARK KELLY, CEO Name and Title of Employee

NO TEXT ON THIS PAGE

Notice of Award

NO TEXT ON THIS PAGE

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

NOTICE OF AWARD

May 7, 2025

Mark Kelly, President
Safety Marking LLC.
255 Hancock Ave
Bridgeport, CT 06605

Dear Mr. Kelly:

As a result of bids received on June 25, 2024, for work to be done under:

CONTRACT NO: H62153-13GR
TITLED: Pavement Marking Improvements-Phase 13-PIN 0761.23

You are hereby notified that you are awarded the contract by the County of Nassau, for $ 1,474,795.00, as per Nassau County Resolution Number **6-2025**, 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) original 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 Wednesday, May 21, 2025**. 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.

Re: **NOTICE OF AWARD**
CONTRACT NO: H62153-13GR
TITLED: Pavement Marking Improvements-Phase 13-PIN 0761.23

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,

Michael Kwaschyn

Michael Kwaschyn, P.E.
Commissioner of Public Works

MK:JGP:HTL:pl
c: Joseph G. Pecora, Deputy Commissioner of Public Works
Concetta Petrucci, Assistant to Commissioner
Loretta Dionisio, Assistant to the Deputy Commissioner of Public Works
Harold Lutz, Director of Traffic Engineering
Daniel Winkelman, Assistant Director of Traffic Engineering
Elizabeth Kobel, Administrative Officer II

AGREEMENT

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NO TEXT ON THIS PAGE

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:

NASSAU COUNTY PAVEMENT MARKINGS PHASE 13
PIN 0761.23
VARIOUS ROADWAYS
NASSAU COUNTY, NEW YORK

Contract No. H62153-13GR

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.

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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:

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 as contained in the books prepared by the Department of Public Works of Nassau County entitled "Standard Specifications and Detail Sheets for Civil Engineering and Site Development Construction, 2009" & "Traffic Signal Specifications & Standard Drawings"; as well as the latest NY State Standard Specifications, as per the most recent Letting Date, listed on the NYSDOT website.

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 - in the latest NY State Standard Specifications.

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 NOTICES

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.

   Once the contract award package is found to be in order by NYSDOT Construction, then the Sponsor will receive from NYSDOT Construction a 'Notice to Proceed' Letter, in the form of an email and the project is officially awarded. Once the Sponsor sets up the Pre-construction meeting, the Construction Management Plan(CMP) includes the actual completion date, since the Pre-construction Meeting date is now known.

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 XII. 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, the Sponsor is required to set up a Pre-construction meeting, and the following should attend: Sponsor's representatives, the *Lowest* bid contractor, the NYSDOT Construction monitors for Local Projects, as well as utility representatives (if applicable). There are two submittals that are required at the meeting:
   - The prime Contractor's Health & Safety Plan - to be reviewed and approved by the Sponsor before any contract work begins, and a copy to be filed with NYSDOT Construction indicating approval by the Sponsor of the Plan (utilizing Section 107-05 of the NY State Standard Specifications);
   - A copy of the Construction Management Plan should be provided to NYSDOT and one copy should be available for all three (3) signatures required, and then 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 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.

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 $ * 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 $ * 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 and an updated Federal Davis Bacon Wage Rates for this Contract have been applied for and should be attached. The

Contractor shall pay the higher of the New York State Schedule of Prevailing Hourly Wage Rates or the Federal Davis Bacon Wage Rates. If the updated rates have not been received at the time of bid, they will be attached and made part of this agreement prior to execution of Contract, the higher of the New York State Schedule of Prevailing Wage Rates or the Federal Davis Bacon Wage Rates shall 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. Such written 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.

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 violation of 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 EBO system and

included with the payment. After this information has been reviewed and found acceptable to the Sponsor/Sponsor/s representative, 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.

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

Nassau County DPW

Christopher Liberti, Traffic Engineer III
1194 Prospect Avenue
Westbury NY 11590

Schedule Year 2023 through 2024
Date Requested 03/14/2024
PRC# 2024003183

Location Various
Project ID# H62153-13G
Project Type Refurbish worn and faded pavement markings (i.e. longitudinal lines, transverse lines, letters and symbols pavement markings) on various roads throughout the County road system with durable epoxy.

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 2023 through June 2024. 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.ny.gov. 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 12226

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.

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 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

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.ny.gov.

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.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemperaneous, true, and accurate payroll records. 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.

The filing of payrolls to the Department of Jurisdiction is a condition of payment.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, but 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 12226 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.

Nassau County DPW

Christopher Liberti, Traffic Engineer III
1194 Prospect Avenue
Westbury NY 11590

Schedule Year 2023 through 2024
Date Requested 03/14/2024
PRC# 2024003183

Location Various
Project ID# H62153-13G
Project Type Refurbish worn and faded pavement markings (i.e. longitudinal lines, transverse lines, letters and symbols pavement markings) on various roads throughout the County road system with durable epoxy.

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 12226

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' concern regarding 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. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

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, https://dol.ny.gov/public-work-and-prevailing-wage
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.ny.gov .

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing 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 and supplement 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 job classification. The required notification will be provided with each wage schedule, may be downloaded from our website *www.labor.ny.gov* or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

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

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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 12226

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.

NEW YORK STATE OF OPPORTUNITY. | 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 unless:

- 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. These include:

- Unemployment Insurance benefits, if you are 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 and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers 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 or 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 (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name: Nassau County DPW
IA 999 (09/16)

WE ARE YOUR DOL

NEW YORK STATE Department of Labor

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.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

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: https://dol.ny.gov/bureau-public-work

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) 932-2419	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: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is $250,000.00 or more the contract 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 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is $3 million in Bronx, Kings, New York, Queens and, Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirement s on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

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.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

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.

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. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

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.ny.gov) 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 12226

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

Nassau County General Construction

Asbestos Worker — 03/01/2024

JOB DESCRIPTION Asbestos Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2023
Asbestos Worker Removal & Abatement Only*	$ 46.75

NOTE: *On Mechanical Systems that are NOT to be SCRAPPED.

SUPPLEMENTAL BENEFITS

Per Hour:	
Asbestos Worker Removal & Abatement Only	$ 12.65

OVERTIME PAY
See (B, B2, *E, J) 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
78%	80%	83%	89%

SUPPLEMENTAL BENEFIT

Per Hour:	
Apprentice Removal & Abatement	$ 12.65

4-12a - Removal Only

Boilermaker — 03/01/2024

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:	07/01/2023	01/01/2024
Boilermaker	$ 65.88	$ 67.38
Repairs & Renovations	65.88	67.38

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS

Per Hour:		
Boilermaker	33.5% of hourly	33.5% of Hourly
Repair $ Renovations	Wage Paid	Wage Paid
	+ $ 26.49	+ $26.85

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
See (*B, O, **U) on OVERTIME PAGE
Note:* Includes 9th & 10th hours, double for 11th or more.
** Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:
(1/2) Year Terms at the following percentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th
65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

Apprentice(s)	33.5% of Hourly Wage Paid Plus Amount Below	33.5% of Hourly Wage Paid Plus Amount Below
1st Term	$ 20.12	$ 20.36
2nd Term	21.03	21.28
3rd Term	21.95	22.22
4th Term	22.83	23.12
5th Term	23.76	24.07
6th Term	24.67	25.00
7th Term	25.58	25.93

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Broadband — 03/01/2024

JOB DESCRIPTION Broadband **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	7/01/2023	06/30/2024 Additional
Field Tech Install/Repair	$ 50.87	3% *

(*)To be allocated at a later date.

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

SUPPLEMENTAL BENEFITS
Per Hour:
$ 23.24

OVERTIME PAY
See (B, K, *R) on OVERTIME PAGE
Note: *Two and one half times the hourly rate after the 8th hour

HOLIDAY
Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

4-CWA-Dist1

Carpenter — 03/01/2024

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2023
Piledriver	$ 59.16 + 9.79*

Dockbuilder $ 59.16
+ 9.79*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker $ 45.34

OVERTIME PAY
See (B, E2, O) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour
(1)year terms:

1st	2nd	3rd	4th
$25.60 + 5.30*	$31.20 + 5.30*	$39.58 + 5.30*	$47.97 + 5.30*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All Terms: $ 31.83

8-1556 Db

Carpenter **03/01/2024**

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2023

Carpet/Resilient
Floor Coverer $ 55.05
+ 8.25*

*This portion is not subject to overtime premiums

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS
Per hour:
$ 39.45

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 - (1) year terms:

1st	2nd	3rd	4th
$ 25.20 + 1.85*	$ 28.20 + 2.35*	$ 32.45 + 2.85*	$ 40.33 + 3.85*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

1st	2nd	3rd	4th
$ 15.22	$ 16.22	$ 19.32	$ 20.32

8-2287

Carpenter — 03/01/2024

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per Hour: 07/01/2023

Marine Construction:

Marine Diver	$ 74.03 + 9.79*
Marine Tender	$ 53.57 + 9.79*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker	$ 45.34

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (18, 19) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms.

1st year	$ 25.60 + 5.30*
2nd year	31.20 + 5.30*
3rd year	39.58 + 5.30*
4th year	47.97 + 5.05*

*This portion is not subject to overtime premiums

Supplemental Benefits
Per Hour:

All terms	$ 31.83

8-1456MC

Carpenter — 03/01/2024

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2023

Building Millwright	$ 58.70 + 12.62*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS
Per hour:

Millwright $ 44.31

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.

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms:

1st.	2nd.	3rd.	4th.
$31.74 + 6.75*	$37.19 + 7.92*	$42.64 + 9.09*	$53.54 + 11.43*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:
One (1) year terms:

1st.	2nd.	3rd.	4th.
$29.81	$32.34	$35.52	$39.94

8-740.1

Carpenter 03/01/2024

JOB DESCRIPTION Carpenter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per Hour:

	07/01/2023
Timberman	$ 54.05 + 10.26*

*This portion not subject to overtime premiums

SUPPLEMENTAL BENEFITS
Per Hour:

	07/01/2023
	$ 44.55

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wages per hour:
One (1) year terms:

1st	2nd	3rd	4th
$23.42 + 5.55*	$28.53 + 5.55*	$36.18 + 5.55*	$43.84 + 5.55*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:
All terms $ 31.54

8-1556 Tm

Carpenter — 03/01/2024

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: 07/01/2023

Core Drilling:
Driller $ 43.88 + 2.50*

Driller Helper $ 34.47 + 2.50*

Note: Hazardous Waste Pay Differential:
For Level C, an additional 15% above wage rate per hour
For Level B, an additional 15% above wage rate per hour
For Level A, an additional 15% above wage rate per hour
Note: When required to work on water: an additional $ 3.00 per hour.

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS
Per hour:

Driller and Helper $ 28.85

OVERTIME PAY
See (B, G, P) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

8-1536-CoreDriller

Carpenter — 03/01/2024

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 Creekand south of the Southern State Parkway.

WAGES
Per hour: 07/01/2023

Show Exhibit $ 55.75 + 9.50**

Bldg. Carpenter* $55.05 + 8.25**

* Not applicable in Putnam County
**This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS
Per hour worked:

Show Exhibit $ 44.50
Bldg. Carpenter 39.45

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: Show Exhibit

(1) year terms:

1st.	2nd.	3rd.	4th.
$22.30	$27.88	$36.24	$44.60
+ 4.75*	+ 4.75*	+ 4.75*	+ 4.75*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:
All terms $ 30.25

Wages per hour: Bldg. Carpenter
(1) year terms:

1st	2nd	3rd	4th
$20.20	$23.20	$27.45	$35.33
+ 1.85*	+ 2.30*	+ 2.80*	+ 3.80*

*This portion is not subject to overtime premiums.

Supplemental benefits per hour:

1st	2nd	3rd	4th
$15.22	$16.27	$19.37	$20.37

8-EXHIB

Carpenter - Building / Heavy&Highway — 03/01/2024

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2023	05/01/2024
Carpenter (Building)	$ 51.13	Additional $0.75/hr*
Carpenter (Heavy Highway)	51.13	

(*)To be allocated at a later date.

"NOTE" ADD 15% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED Off-Shift Work.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per Hour:
Both Carpenter Categories $ 34.11

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	5th
07/01/2023	$ 25.16	$ 29.58	$ 31.78	$ 33.98	$ 38.41
05/01/2024	$ TBD	$ TBD	$ TBD	$ TBD	$ TBD

Supplemental Benefits
Per Hour:

All Terms: $ 21.02

4-Reg.Council Nass/Suff

Carpenter - Heavy&Highway — 03/01/2024

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, New York, 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:

	07/01/2023
Heavy & Highway Carpenter	$ 59.16 + 9.79*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS
Per hour worked:

Heavy & Highway Carpenter	$ 45.34

OVERTIME PAY
See (B, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 13, 25) on HOLIDAY PAGE
Paid : for 1st & 2nd yr Apprentices See (5, 6, 11, 13, 25)

REGISTERED APPRENTICES
Wage per hour:
One (1) year terms:

	1st	2nd	3rd	4th
Heavy & Highway	$ 25.60 + 5.30*	$ 31.20 + 5.30*	$ 39.58 + 5.30*	$ 47.97 + 5.30*

*This portion is not subject to overtime premiums

Supplemental Benefits:
Per Hour:

All terms
$ 31.83

8-NYC H/H

Electrician — 03/01/2024

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2023
Electrician	
Electrical Maintenance	$ 46.79
Traffic Signal	47.75

"PLEASE NOTE"
Applicable to "EXISTING ELECTRICAL SYSTEMS" including, but not limited to TRAFFIC SIGNALS & STREET LIGHTING. Not used for addons.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per Hour:

Electrician	14% of Hourly Wage Paid + $22.73

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
Term(s) at the following Percentage of Journeyman(s) Wage:

	07/01/2023
1st 6mns	40%
2nd 6mns	50%
2nd year	60%
3rd year	70%
4th year	80%
5th year	90%

Supplemental Benefits:

1st 6mnns	5% + $4.83
2nd 6mns	10% + $5.64
2nd year	11% + $6.99
3rd year	12% + $9.21
4th year	13% + $13.02
5th year	14% + $16.56

NOTE: Percentages are on "Hourly Wage Paid"
NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

4-25m

Electrician **03/01/2024**

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2023
Tree Trimmer/Remover	
Line Clearance Specialist	$ 40.38

Groundman* $24.22

These rates apply to all tree trimming/removal contracts including but not limited to "Electrical Line Clearance"/"Long Island Railroad Right of Ways".

For Building Construction or Road/Highway Construction Contracts, Heavy & Highway Laborer and Operating Engineer classifications Apply.

* Note: Groundman Classification not to exceed 20% of the company(s) workforce on Project. Please contact local office for clarification.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2023
Tree Trimmer Line Clearance Specialist and Groundman	5% of Hourly Wage Paid + $19.29

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, 16, 23, 24, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE

4-1049/Tree

Electrician — 03/01/2024

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2023	04/27/2024
Electrician/Wireman Inside/Outside	$ 59.50	$ 61.75

SUPPLEMENTAL BENEFITS

Per Hour		
Electrician/Wireman (all categories)	17% of Hourly Wage Paid + $ 33.23	18% of Hourly Wage Paid + $ 34.36

NOTE: "Hourly Wage Paid" shall include any and all premium[s]

OVERTIME PAY
See (B, E, E2, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Terms at the following Percentage of Journeyman(s) Wage:

Indentured Before 4/25/2020:	
1st 6mnth	35%
2nd 6mnth	35%
2nd year	40%
3rd year	45%
4th year	60%
5th year	75%

Indentured After 4/25/2020 (6 month terms):

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	35%	37.5%	40%	42.5%	45%	50%	55%	65%	75%

Supplemental Benefits Per Hour:

	07/01/2023	04/27/2024
Indentured Before 04/25/2020:		
1st 6 Months	4% + $ 5.44	5% + $5.57
2nd 6 Months	9% + $ 6.90	10% + $6.90

3nd Year	10% + $7.94	11% + $8.14
4rd Year	11% + $ 9.31	12% + $9.57
5th Year	14% + $ 11.70	15% + $12.02
6th Year	15% + $ 18.46	16% + $19.04

Indentured After 04/25/2020 (6 month terms):

1st	4% + $ 5.44	5% + $ 5.57
2nd	9% + $ 6.70	10% + $ 6.90
3rd	10% + $7.95	11% + $ 8.17
4th	11% + $9.31	12% + $ 9.57
5th	11% + $9.33	12% + $ 9.60
6th	11% + $ 9.34	12% + $ 9.61
7th	14% + $ 11.72	15% + $ 12.06
8th	14% + $ 11.75	15% + $ 12.08
9th	15% + $ 18.46	16% + $ 19.04
10th	16% + $ 19.10	16% + $ 19.10

NOTE: Percentages are on "Hourly Wage Paid"
NOTE: "Hourly Wage Paid" shall include any and all premium(s).

4-25

Electrician — 03/01/2024

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2023
Electrician	
Pump & Tank	$ 45.65

SUPPLEMENTAL BENEFITS

Per Hour:	
Electrician	
Pump & Tank	18% of *Wage paid + $24.85

*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, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 Year Terms at the Following:
Per Hour:

1st	2nd	3rd	4th
$17.85	$18.85	$19.85	$20.85

SUPPLEMENTAL BENEFITS
Per Hour:

1st	5% of *Wage paid + $6.71
2nd	8% of *Wage paid + $7.21
3rd	8% of *Wage paid + $7.81
4th	8% 0f *Wage paid + $7.81

*Wage Paid includes any and all Premiums

4-25 Pump & Tank

Electrician — 03/01/2024

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2023
Telephone and Integrated Tele-Data System Electrician	$ 40.43

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Management Systems (HVAC Controls), in those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)228-3912 or Suffolk Offices at (631)687-4882.

SUPPLEMENTAL BENEFITS

Per Hour:

Tele-Data Electrician	18% of Hourly Wage Paid + $ 22.36

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, 15, 16, 25) on HOLIDAY PAGE

4-25tela

Electrician Lineman — 03/01/2024

JOB DESCRIPTION Electrician Lineman **DISTRICT** 4

ENTIRE COUNTIES

Nassau, Queens, Suffolk

WAGES

For Utility Distribution & Transmission Line Construction:

Per Hour:	07/01/2023
Lineman/Splicer	$65.25
Material Man	56.77
Heavy Equip. Operator	52.20
Groundman	39.15
Flagman	29.36

For Natural Gasline Construction		06/04/2024
Per Hour:		
Journeyman U.G.Mech	55.68	$ 57.63

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per Hour:
Utility Distribution & Transmission Line Construction:

All Classifications	07/01/2023
	32.75% of Hourly Wage Paid + $15.04

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

Natural Gasline Construction	07/01/2023	06/04/2024
Per Hour:		

Journeyman U.G.Mech.	32.08	33.12

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, 16, 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:

	07/01/2023
All Terms	31.75% of Hourly Wage Paid + $ 15.04

4-1049 Line/Gas

Elevator Constructor — 03/01/2024

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:

	07/01/2023
Elevator Constructor	$ 77.49
Modernization & Service/Repair	$ 60.89

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per Hour:

Elevator Constructor	$ 45.574
Modernization & Service/Repairs	44.412

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, 2nd, 3rd Terms are based on Average wage of Constructor & Modernization.

Terms 4 thru 9 Based on Journeyman's wage of classification Working in.

6 MONTH TERMS:

1st Term*	2nd & 3rd Term*	4th & 5th Term	6th & 7th Term	8th & 9th Term
50%	50%	55%	65%	75%

SUPPLEMENTAL BENEFITS

Elevator Constructor	
1st Term	$ 0.00
2nd & 3rd Term	36.024
4th & 5th Term	36.943
6th & 7th Term	38.448
8th & 9th Term	39.953

Modernization & Service/Repair	
1st Term	$ 0.00
2nd & 3rd Term	35.694
4th & 5th Term	36.525
6th & 7th Term	37.948
8th & 9th Term	39.38

Glazier — 03/01/2024

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:	7/01/2023
Glazier & Glass Tinting	$ 61.64
*Scaffolding	65.64
Window Film	
**Repair & Maintenance	30.76

*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under $184,000.

SUPPLEMENTAL BENEFITS

Per hour:	7/01/2023
Glazier & Glass Tinting	$ 40.20
Window Film Repair & Maintenance	23.19

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
For 'Repair & Maintenance'
Paid: See(5, 6, 16, 25)
Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES
Wage per hour:
(1) year terms at the following wage rates:

	7/01/2023
1st term	$ 21.93
2nd term	30.05

3rd term	39.95
4th term	48.97

Supplemental Benefits:
(Per hour)

1st term	$ 18.25
2nd term	25.97
3rd term	31.27
4th term	34.32

8-1087 (DC9 NYC)

Insulator - Heat & Frost — 03/01/2024

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2023

Insulators Heat & Frost	$ 70.51

SUPPLEMENTAL BENEFITS
Per Hour:

Insulators Heat & Frost	$ 35.76

OVERTIME PAY
See (B, E, *Q, V) on OVERTIME PAGE
* Triple time for Labor Day (If worked)

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.
Wages Per Hour:

1st	2nd	3rd	4th
$ 28.20	$ 35.26	$ 42.31	$ 49.36

Supplemental Benefits:

$ 14.30	$ 17.88	$ 21.46	$ 25.03

4-12

Ironworker — 03/01/2024

JOB DESCRIPTION Ironworker **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:	07/01/2023	01/01/2024 Additional
Stone Derrickmen Rigger	$ 72.90	+ $ 1.64
Stone Handset Derrickman	70.47	+ $ 1.11

SUPPLEMENTAL BENEFITS
Per hour:

Stone Derrickmen Rigger	$ 43.10
Stone Handset Derrickman	42.84

OVERTIME PAY
See (B, 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 (18) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE
Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES
Wage per hour:

Stone Derrickmen Rigger:

	1st	2nd	3rd	4th
07/01/2023	$ 35.90	$ 51.53	$ 57.32	$ 63.11

Supplemental Benefits:
Per hour:

07/01/2023	22.11	32.58	32.58	32.58

Stone Handset:

1/2 year terms at the following hourly wage rate:

	1st	2nd	3rd	4th
07/01/2023	34.56	49.75	55.33	60.90

Supplemental Benefits:
Per hour:

07/01/2023	22.10	32.46	32.46	32.46

9-197D/R

Ironworker — 03/01/2024

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Per Hour:

	07/01/2023
Ornamental	$ 46.90
Chain Link Fence	46.90
Guide Rail	46.90

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker: $ 63.04

OVERTIME PAY
See (B, B1, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Apprentices Hired after 9/1/18:
1 year terms

	07/01/2023
1st Term	$ 21.13
2nd Term	24.77
3rd Term	28.40
4th Term	32.06

Supplemental Benefits per hour:

1st Term	$ 17.90
2nd Term	19.15
3rd Term	20.41
4th Term	21.67

4-580-Or

Ironworker **03/01/2024**

JOB DESCRIPTION Ironworker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
PER HOUR:

Ironworker:	07/01/2023	01/01/2024	07/01/2024 Additional
Structural Bridges Machinery	$ 57.20	$ 57.70	$ 1.75/Hr.*

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS
PER HOUR PAID:

Journeyman	$ 87.35	$ 88.60

OVERTIME PAY
See (B, B1, Q, *V) on OVERTIME PAGE
*NOTE: Benefits are calculated for every hour paid

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES PER HOUR:

6 month terms at the following rate:

1st	$ 29.73	$ 29.98
2nd	30.33	30.58
3rd - 6th	30.94	31.19

Supplemental Benefits
PER HOUR PAID:

All Terms	$ 60.69	$ 61.59

4-40/361-Str

Ironworker **03/01/2024**

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:	07/01/2023
Reinforcing & Metal Lathing	$ 56.95
"Base" Wage	$ 55.20 plus $ 1.75

"Base" Wage is used to calculate overtime hours only.

SUPPLEMENTAL BENEFITS

Per hour:	
Reinforcing & Metal Lathing	$ 42.72

OVERTIME PAY
See (B, E, Q, *X) on OVERTIME PAGE
*Only $23.50 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half	$ 49.47
Double Time	$ 56.22

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 13, *18, **19, 25) on HOLIDAY PAGE
*Note: Work performed after first 4 Hours.

REGISTERED APPRENTICES
(1) year terms at the following wage rates:

1st term	2nd term	3rd term	4th Term
Wage Per Hour:			
$ 22.55	$ 28.38	$ 34.68	$ 37.18
"Base" Wage			
$ 21.00	$ 26.80	$ 33.10	$ 35.60
plus $1.55	plus $1.58	plus $1.58	plus $1.58

"Base" Wage is used to calculate overtime hours ONLY.

SUPPLEMENTAL BENIFITS
Per Hour:

1st term	2nd term	3rd term	4th Term
$ 18.17	$ 21.34	$ 22.00	$ 22.50

4-46Reinf

Laborer - Building — 03/01/2024

JOB DESCRIPTION Laborer - Building **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2023	07/01/2024 Additional
Building Laborer	$ 43.30	$ 1.35/Hr.*

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per Hour:

Building Laborer	$ 31.71

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 & 28)

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	$ 18.15
2nd Term	23.06
3rd Term	28.48
4th Term	33.36

Benefits per hour	
1st Term	$ 22.19
2nd Term	23.75
3rd Term	23.75
4th Term	23.75

4-66

Laborer - Building — 03/01/2024

JOB DESCRIPTION Laborer - Building **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2023	01/02/2024
		Additional
Asbestos, Lead and Hazardous	$ 39.50*	$ 1.50/Hr. to be allocated

Material Abatement
Laborer
(Re-Roofing Removal See Roofer)
NOTE: Asbestos removed from Mechanical Systems not to be scrapped
See Asbestos Worker

SUPPLEMENTAL BENEFITS
Per Hour:

Laborer	$ 19.65

OVERTIME PAY
See (B, B2, I) on OVERTIME PAGE
*Calculate at $39.50 per hour then add $0.95

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 28) on HOLIDAY PAGE

REGISTERED APPRENTICES
1000 hour terms at the following;
Per Hour:

1st term	$ 20.50*
2nd Term	21.50**
3rd Term	24.50***
4th Term	26.50****

SUPPLEMENTAL BENEFIT
Per Hour:

All Terms	$ 14.25

OVERTIME PAY:
*Calculate at $20.00 per hour then add $0.50
**Calculate at $21.00 per hour then add $0.50
***Calculate at $24.00 per hour then add $0.50
****Calculate at $26.00 per hour then add $0.50

4-NYDC(78)

Laborer - Heavy&Highway — 03/01/2024

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(Non-Building), Traffic Control Personnel(flaggers)

WAGES PER HOUR:

	07/01/2023	06/01/2024
GROUP # 1		
Total Wage Paid	$ 60.28	Additional
"Base Wage"	51.43	$ 2.55/Hr.*
GROUP # 2		
Total Wage Paid	58.81	
"Base Wage"	49.96	
GROUP # 3		
Total Wage Paid	54.34	
"Base Wage"	45.49	

(*)To be allocated at a later date.

NOTE: "Base Wage" for Premium/Overtime calculation Only. $8.85 is difference between "Base" and "Total".
Additional 30% to "Base Wage" for all hours worked on New York State D.O.T. and/or other Government Mandated Off-Shift Work.
Hazardous Material Work add an Additional 10% of base wage.

SUPPLEMENTAL BENEFITS
Per Hour:
ALL GROUPS $ 35.63

After Forty (40)paid hours in a work week
OVERTIME PAY 26.78

OVERTIME PAY
See (B, E2, F) on OVERTIME PAGE
NOTES: Premium/Overtime Pay to be calculated on "Base Wage" ONLY
Example Group# 3: $45.49 X Time and One Half = $68.23 + $8.85 = $77.08

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES
1000 hour(s) Terms at the following Percentage of the "Base Wage" except
4th Term calculate at Total Wage Paid.

1st 0-1000/Hrs.	60%
2nd 1001-2000/Hrs.	70%
3rd 2001-3000/Hrs.	80%
4th 3001-4000/Hrs.	90%

Supplemental Benefits per hour:

All APPRENTICES	$ 35.63
After Forty(40) paid hours in a work Week	26.78

4-1298

Mason **03/01/2024**

JOB DESCRIPTION Mason **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour:

	07/01/2023
Brick/Block Layer	$ 65.39
Base Wage for OT Calculation	55.24

SUPPLEMENTAL BENEFITS
Per Hour:

Brick/Block Layer $ 32.60

OVERTIME PAY
See (A, E, E2, Q) on OVERTIME PAGE
Note: OT Calculated on Base Wage plus $ 10.15/hr.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(800 hour) Terms at the following Percentage of Journey workers "Base Wage" plus $ 5.40/hr.:

1st	2nd	3rd	4th	5th
50%	60%	70%	80%	90%

Supplemental Benefits per hour:

All Apprentices $ 23.60

4-1Brk

Mason - Building 03/01/2024

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2023	12/04/2023	06/05/2024 Additional
Tile Setters	$ 62.98	$ 63.50	$ 0.72

SUPPLEMENTAL BENEFITS
Per Hour:

	$ 25.61*	$25.81*
	+ $10.04	+ $10.04

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
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:

(750 hour) term at the following wage rate:
Term:

	1st 1-750	2nd 751-1500	3rd 1501-2250	4th 2251-3000	5th 3001-3750	6th 3751-4500	7th 4501-5250	8th 5251-6000	9th 6001-6750	10th 6501-7000
07/01/2023	$21.70	$26.66	$33.75	$38.69	$42.25	$45.70	$49.29	$54.23	$57.09	$61.25
12/04/2023	$21.96	$26.95	$34.10	$39.08	$42.68	$46.16	$49.79	$54.77	57.66	$61.90

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2023	$12.55* +$.73	$12.55* +$.78	$15.36* +$.88	$15.36* +$.88	$16.36* +$1.37	$17.86* +$1.42	$18.86* +$1.83	$18.86* +$1.88	$16.86* +$6.03	$22.11* +$6.61

12/04/2023									
$12.55* +$0.73	$12.55* +$0.78	$15.63* +$0.89	$15.36* +$0.94	$16.36* +$1.38	$17.86* +$1.43	$18.86* +$1.84	$18.86* +$1.89	$16.86* +$6.04	$22.11* +$6.62

* This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52A

Mason - Building — 03/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES
Building

	07/01/2023	01/01/2024
Wages per hour:		
Mosaic & Terrazzo Mechanic	$ 60.65	$ 60.57
Mosaic & Terrazzo Finisher	59.04	58.96

SUPPLEMENTAL BENEFITS
Per hour:

Mosaic & Terrazzo Mechanic	$ 30.26* + $9.16	$ 31.36* + $9.17
Mosaic & Terrazzo Finisher	$ 30.26* + $9.15	$ 31.36* + $9.16

*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY
See (A, E, Q) on OVERTIME PAGE
07/01/2023- Deduct $7.25 from hourly wages before calculating overtime.
01/01/2024- Deduct $7.00 from hourly wages before calculating overtime.

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:

	1st 0-1500	2nd 1501-3000	3rd 3001-3750	4th 3751-4500	5th 4501-5250	6th 5251-6000
07/01/2023	$ 25.82	$ 32.19	$ 36.39	$ 40.38	$ 48.52	$ 54.59
01/01/2024	$ 25.05	$ 32.21	$ 37.93	$ 38.99	$ 47.18	$ 55.38

Supplemental Benefits per hour:

07/01/2023	$6.00* +$3.21	$7.72* +$4.12	$18.16* +$5.50	$23.27* +$6.41	$24.21* +$7.33	$27.24* +$8.29
01/01/2024	$7.12* +$3.21	$9.16* +$4.12	$17.22* +$5.51	$25.36* +$6.42	$26.36* +$7.34	$27.36* +$8.25

*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/3

Mason - Building — 03/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2023	07/03/2023
Building-Marble Restoration:		
Marble, Stone &	$ 47.22	$ 47.44
Terrazzo Polisher		

SUPPLEMENTAL BENEFITS
Per Hour:
Journeyworker:

Building-Marble Restoration:		
Marble, Stone &		
Polisher	$ 30.29	$ 30.64

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
*ON SATURDAYS, 8TH 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 term at the following wage:

1st 1-900	2nd 901-1800	3rd 1801-2700	4th 2701
$ 33.04	$ 37.78	$ 42.49	$ 47.22

Supplemental Benefits Per Hour:

27.65	28.52	29.41	30.29

07/03/2023
900 hour term at the following wage:

1st 1-900	2nd 901-1800	3rd 1801-2700	4th 2701
$ 33.19	$ 37.95	$ 42.69	$ 47.44

Supplemental Benefits Per Hour:

27.99	28.86	29.76	30.64

9-7/24-MP

Mason - Building — 03/01/2024

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
Per Hour:

	07/01/2023	7/03/2023
Marble Cutters & Setters	$ 62.82	$ 63.12

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker	$ 39.03	$ 39.34

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:
07/01/2023
750 hour terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th
0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
$ 26.42	$ 39.62	$ 42.91	$ 46.22	$ 49.52	$ 53.38	$ 59.67	$ 62.82

Supplemental Benefits per hour:
07/01/2023

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 25.38	$ 28.86	$ 29.74	$ 30.60	$ 31.48	$ 36.44	$ 38.17	$ 39.03

07/03/2023
Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
$ 26.60	$ 39.82	$ 43.13	$ 46.45	$ 49.78	$ 53.64	$ 59.95	$ 63.12

Supplemental Benefits Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 25.54	$ 29.09	$ 29.97	$ 30.84	$ 31.72	$ 36.73	$ 38.48	$ 39.34

9-7/4

Mason - Building — 03/01/2024

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2023	12/04/2023	06/03/2024
Tile Finisher	$ 48.36	$ 48.80	Additional $ 0.59

SUPPLEMENTAL BENEFITS

Per Hour:		
	$ 22.56*	$ 22.71*
	+ $9.86	+ $9.86

*This portion of benefits subject to same premium rate as shown for overtime wages

OVERTIME PAY
See (B, E, Q, *V) on OVERTIME PAGE
*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

9-7/88A-tf

Mason - Building — 03/01/2024

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2023	07/03/2023
Marble, Stone, Maintenance Finishers:	$ 27.26	$ 27.44

Note 1: An additional $2.00 per hour for time spent grinding floor using "60 grit" and below.
Note 2: Flaming equipment operator shall be paid an additional $25.00 per day.

SUPPLEMENTAL BENEFITS
Per Hour:

Marble, Stone Maintenance Finishers:	$ 14.97	$ 15.20

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, 15, 25) on HOLIDAY PAGE
1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES
WAGES per hour:

	07/01/2023	07/03/2023
0-750	$ 21.89	$ 22.04
751-1500	22.60	$ 22.75
1501-2250	23.32	$ 23.48
2251-3000	24.04	$ 24.20
3001-3750	25.11	$ 25.27
3751-4500	26.54	$ 26.72
4501+	27.26	$ 27.44

Supplemental Benefits:
Per hour:

0-750	12.03	$ 12.24
751-1500	12.43	$ 12.64
1501-2250	12.82	$ 13.03
2251-3000	13.21	$ 13.42
3001-3750	13.80	$ 14.02
3751-4500	14.58	$ 14.80
4501+	14.97	$ 15.20

9-7/24M-MF

Mason - Building / Heavy&Highway **03/01/2024**

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

WAGES

Per hour:	07/01/2023	07/03/2023	01/01/2024
Marble-Finisher	$ 49.32	$ 49.65	$ 49.92

SUPPLEMENTAL BENEFITS
Journeyworker:
Per hour

Marble- Finisher	$ 36.62	$ 36.67	$ 36.93

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
Work beyond 8 hours on a Saturday shall be paid at double the rate.

HOLIDAY
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway — 03/01/2024

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour:

	07/01/2023
Cement Mason	$ 53.77

SUPPLEMENTAL BENEFITS
Per Hour:

Cement Mason	$ 34.16
1.5 X overtime rate	$ 61.70
2 X overtime rate	$ 68.32

OVERTIME PAY
See (B1, Q) on OVERTIME PAGE

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	$ 19.92
2nd Term	$ 24.82
3rd Term	$ 30.22

Supplement Benefits per hour paid:

		1.5X OT	2X OT
1st Term	$ 14.36	$ 21.55	$ 28.72
2nd Term	$ 14.66	$ 22.00	$ 29.32
3rd Term	$ 14.77	$ 22.16	$ 29.54

4-780

Mason - Building / Heavy&Highway — 03/01/2024

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
NOTE: Shall include but not limited to Precast concrete slabs (London Walks) Marble and Granite pavers 2'x 2' or larger.
Per Hour:

	07/01/2023	05/01/2024 Additional
Stone Setter	$ 68.45	$ 3.32*
Base Rate	52.76	
Stone Tender	51.82	
Base Rate	44.54	

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per Hour:

Stone Setter	$ 40.78
Stone Tender	23.15

OVERTIME PAY
See (*C, **E, Q) on OVERTIME PAGE
Base Rates are use to Calculate Overtime Premiums then adding in:
$15.69/Hr. for Stone Setter and $7.28/Hr. for Stone Tender
* 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 of day

REGISTERED APPRENTICES
Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters Base wage rate per hour plus $7.33:

1st	2nd	3rd	4th	5th	6th
50%	60%	70%	80%	90%	100%

Supplemental Benefits:
All Apprentices $ 25.50

4-1Stn

Mason - Heavy&Highway — 03/01/2024

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES
Per Hour: 07/01/2023

Pointer, Caulkers & Cleaners $ 62.19

SUPPLEMENTAL BENEFITS
Per Hour:

Pointer, Cleaners & Caulkers $ 30.65

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
$ 31.48	$ 35.54	$ 41.14	$ 49.50

Apprentices Supplemental Benefits:
(per hour paid)

$ 15.30	$ 20.00	$ 23.75	$ 24.75

4-1PCC

Operating Engineer - Building — 03/01/2024

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
BUILDING CATEGORIES:

CLASS " AA "CRANES:
ABI Machine (150,000lbs and over or 149,999lbs and under when driving steel sheet piles),Crane, Truck Crane, Hydraulic Crane(Over 75 tons), Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver, Vertical Drill Rig (115,000lbs and over and 114,999lbs and under).

CLASS "A":

ABI Machine (149,999 and under used for augering and drilling), Asphalt Spreader, Backhoe Crawler(360 swing), Barrier Machine, CAP (ice machine), Cherrypicker CAP (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, GradAll, Grader, Hydraulic Cherrypicker/Crane (2seats), Hoist (3drum or multi platform), Laser Screed, Loading Machine (Bucket/CAP 10yrds or more), Milling Machine (Large), Pipeline Welder, Plant Engineer, Power Winch (stone setting/structural steel), Powerhouse, Scoop Carry-All Scraper (in tandem), Sideboom Tractor (includes tank work), Track Alignment Machine, Stone Spreader (self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Zamboni.

CLASS "B":
Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 Tons), Hydraulic Crane(under 75 Tons), Conveyor-Multi, Curb Machine (asphalt or concrete), Dinky Locomotive, Drill Rig (dowels)Fork Lift, Hoist (2 Drum), Loading Machine & Front End Loader, Mechanical Compactors (machine drawn), Mulch Machine(Machine Fed), Post Hole/Auger, Power Wincher (Not Included in Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scaper, Skid Loader/Skid Steer/Bobcat, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

CLASS "C":
Concrete Finish/Saw/Spreader, Dirt Roller, Hoist (1 drum, Clam Shell), Interior Hoist, Milling Machine (small), Oiler Truck Crane (pile work), Power Broom, Vactor Truck, VacAll.

CLASS "D":
Boiler (thermoplastic), Concrete Breaker, Conveyer, Curing Machine, Fork Lift or Walk Behind (power operated), Generator, Hydra Hammer, Compactors (mechanical or hand operated), Maintenance Engineer (small equipment/well point/welding & burning), Mechanic (field man), Micro-Trap with Compressor, Oiler (Truck Crane Boom 100ft or more) Power Winch Truck Mounted (Stone Setter/Struct. Steel), Pin Puller, Portable Heaters, Power Buggies, Pump (double action diaphragm), Pump (4 inch or over), Pump (hydraulic/submersible) Jet Pump, Pulvi-Mixer, Ridge Cutter, Shot Blaster.

CLASS "E":
Batching Plant, Compressor (structural steel/2 or more battery), Generator (small), Grinder, Ground Heater, Power Grinder, Mixer with Skip, Mulching Machine (hand fed), Oiler, Pipeline Welder Helper, Power Washer, Pumps (up to 3 inch/single action 1 to 3 inches), Pump (gypsum), Root Cutter, Stump Chipper, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (pile work/structural steel), Deckhand on Work/Inspection/Safety Boat.

		07/01/2023
Class "AA"		$ 90.26
Cranes:	Boom length over 100 feet add	$ 1.00
	Boom length over 150 feet add	$ 1.50
	Boom length over 250 feet add	$ 2.50
	Boom length over 350 feet add	$ 3.00
Class "A"		75.40
Add $3.50 for Hazardous Waste Work		
Class "B"		71.63
Add $2.50 for Hazardous Waste Work		
Class "C"		69.13
Add $1.50 for Hazardous Waste Work		
Class "D"		52.83
Add $1.00 for Hazardous Waste Work		
Class "E"		50.62

SUPPLEMENTAL BENEFITS
Per Hour:

All Classes	$ 40.65
Overtime Rate	36.10

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 receive Holiday Pay.

REGISTERED APPRENTICES
One(1) Year Terms at the following Rate:

1st Term	$ 28.00
2nd Term	29.00
3rd Term	30.00

Supplemental Benefits per hour:

All Apprentices	$ 15.64
Overtime Rate	5.60

4-138

Operating Engineer - Building / Heavy&Highway **03/01/2024**

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2023	08/01/2023
Well Driller	$ 40.63	$ 41.85
Well Driller Helper	34.17	$ 36.26

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:

Well Driller & Helper	10% of straight time rate plus $ 13.50

Additional $ 4.25/Hr. for Premium Time Hours Worked

OVERTIME PAY
See (B2, P, S) 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:

1st Term	$ 28.00
2nd Term	29.00
3rd Term	30.00

SUPPLEMENTAL BENEFITS
Per Hour:

All Terms	10% of Wage + $ 13.50

Additional $4.25/Hr. for premium time hours worked.

4-138well

Operating Engineer - Heavy&Highway **03/01/2024**

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
HEAVY and HIGHWAY CATEGORIES:

CLASS "AA" CRANES:
ABI Machine (150,000lbs and over), ABI Machine (149,000lbs and under driving steel sheets), Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane, Pile Driver, Hydraulic Crane (75 Tons & Over).

CLASS "A":
ABI Machine (149,000lbs and under for Augering or Drilling), Asphalt Spreader, Backhoe Crawler (360 Swing & over 150,000lbs), Backhoe Crawler (360 Swing & under 149,000lbs), Barrier Machine, Cherrypicker Cap (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, Grader, Gradall, Hoist (3 drum or multi-platform), Hydraulic Cherrypicker/crane (2 seats), Loading Machine (bucket 10 yds. or more), Laser Screed, Milling Machine (Large), Pipeline Welder, Plant Engineer. Power Winch-Stone Setting/Structural Steel or Truck Mounted, Powerhouse, Scoop-Carryall-Scaper in Tandem, Side Boom Tractor, Side Boom Tractor (Tank Work), Stone Spreader(self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Tank Work, Track Alignment Machine.

CLASS "B":
Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Hydraulic Crane(75 Tons & Under),Cherry Picker (under 70 tons), Convetor-Multi, Curb Machine Asphalt/Concrete, Dinky Locomotive, Drill Rig for Dowels, Field Mechanic, Fork Lift, Hoist (2 Drum), Loading Machine, Loading Machine (Front End), Mechanical Compactors (Machine Drawn), Mulching Machine (Machine Fed), Post Hole/Auger, Power Winch (other than structural steel), Pump Hydraulic (with boring machine), Asphalt Roller, Scoop (carry-all, scraper), Skid Loader/Steer, Vermeer Cutter, Work Boat, Inspection & Safety Boat.

CLASS "C":
Concrete Finish/Saw/Spreader Machines, Dirt Roller, Hoist (1 drum, clam shell), Interior Hoist, Oiler Truck Crane(Pile work), Power Broom(Sweeper), Small Milling Machine, Vactor Truck/Vac-All Truck, Tack Oil Truck.

CLASS "D":
Boiler (Thermoplastic), Concrete Breaker, Conveyor, Curing Machine, Fireman, Fork lift (walk behind), Generator, Hydra Hammer, Maintenance Engineer (small equipment/Well Point/Welding & Burning), Compactors (hand operated), Pin Puller, Portable Heaters, Power Buggies, Pulvi Mixer, Pumps (double action/4 inch and over/Hydraulic/Submersible & Jet), Ridge Cutter, Robotic Unit Operator(Trenchless Pipe Rehab-Cleaning & Television of Sewers/CCTV Inspection), Shotblaster.

CLASS "E":
Batching Plant (On Job Site), Compressor (structural steel/2 or more in battery), Generator(small), Grinder, Ground Heater(boilers), Power Grinder, Mixer (with skip), Mulching Machine (hand feed), Oiler, Pipeline Welder Helper, Power Washer, Pump(up to 3 inches/Gypsum/Single action 1 to 3 inches), Root Cutter, Stump Grinder, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (Pile Work/Structural Steel), Deckhand (on Work/Inspection/Safety Boat).

		07/01/2023
Class "AA"		$ 89.45
Cranes:	Boom Length over 100 feet add	$ 1.00 per hour
	Boom Length over 150 feet add	$ 1.50 per hour
	Boom Length over 250 feet add	$ 2.00 per hour
	Boom Length over 350 feet add	$ 3.00 per hour
Class "A"		79.43
Add $3.50 for Hazardous Waste Work.		
Class "B"		74.36
Add $2.50 for Hazardous Waste Work.		
Class "C"		71.78
Add $1.50 for Hazardous Waste Work		
Class "D"		55.08
Add $1.00 for Hazardous Waste Work		
Class "E"		52.82

"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	$ 40.90
Note: OVERTIME AMOUNT	36.10

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 8, 15, 20, 22, 25, 26) 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	$ 28.00
2nd Term	29.00
3rd Term	30.00

SUPPLEMENTAL BENEFITS:

APPRENTICES	15.64
Note: Overtime Amount	5.60

4-138

Operating Engineer - Heavy&Highway — 03/01/2024

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: 07/01/2023
Heavy Highway/Building

Party Chief	$ 75.03
Instrument Man	56.11
Rodman	47.45

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Highway/Building	$ 41.60
Premium*:	
Heavy Highway/Building	50.68
Premium**:	
Heavy Highway/Building	60.51

* 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, 7, 11, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

4-15D-N/S co.

Operating Engineer - Marine Dredging

03/01/2024

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES
Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES
These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2023	10/01/2023
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	$ 43.94	$ 45.26
CLASS A2 Crane Operator (360 swing)	39.16	40.33
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	38.00	39.14
CLASS B2 Certified Welder	35.77	36.84
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	34.79	35.83
CLASS C2 Boat Operator	33.67	34.68
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	27.97	28.81

SUPPLEMENTAL BENEFITS
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	$ 11.85 plus 6% of straight time wage, Overtime hours add $ 0.63	$ 12.00 plus 6% of straight time wage, Overtime hours add $ 0.63
All Class C	$ 11.60 plus 6% of straight time wage, Overtime hours add $ 0.50	$ 11.75 plus 6% of straight time wage, Overtime hours add $ 0.50

All Class D	$ 11.35 plus 6% of straight time wage, Overtime hours add $ 0.38	$ 11.60 plus 6% of straight time wage, Overtime hours add $ 0.50

OVERTIME PAY
See (B2, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer — 03/01/2024

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:	07/01/2023
Survey Classifications	
Party Chief	$ 47.15
Instrument Man	39.30
Rodman	34.35

SUPPLEMENTAL BENEFITS
Per Hour:

All Crew Members: $ 23.15

OVERTIME PAY
OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.
*Double-time 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

9-15dconsult

Operating Engineer - Trenchless Pipe Rehab — 03/01/2024

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:

	07/01/2023 (SEE)
Robotic Unit Operator	Operator(class D)
Technician/Boiler, Generator	Operator(class D)
AM Liner/Hydra Seal	Laborer(Grp#3)
Hobas Pipe, Polyethyene Pipe or Pull and Inflate Liner	Laborer(Grp#3)

OVERTIME PAY

HOLIDAY

4-138TrchPReh

Painter **03/01/2024**

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES
Per hour:

	07/01/2023
Brush	$ 51.70*
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	51.70*
Spray & Scaffold	$ 54.70*
Fire Escape	54.70*
Decorator	54.70*
Paperhanger/Wall Coverer	54.48*

*Subtract $ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS
Per hour:

Paperhanger	$ 34.60
All others	32.73
Premium	36.70**

**Applies only to "All others" category, not paperhanger journeyworker.

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
One (1) year terms at the following wage rate.

Per hour:	07/01/2023
Appr 1st term...	$ 19.95*
Appr 2nd term...	25.56*
Appr 3rd term...	31.05*
Appr 4th term...	41.62*

*Subtract $ 0.10 to calculate premium rate.

Supplemental benefits:
Per Hour:

Appr 1st term...	$ 16.06
Appr 2nd term...	19.95
Appr 3rd term...	23.02
Appr 4th term...	29.16

8-NYDC9-B/S

Painter **03/01/2024**

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES
Putnam, Suffolk, Westchester

PARTIAL COUNTIES

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, 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:	07/01/2023
Drywall Taper	$ 51.45*

*Subtract $ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyman	$ 30.88

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
Wages - Per Hour:

1500 hour terms at the following wage rate:

1st term	$ 19.95*
2nd term	25.56*
3rd term	31.00*
4th term	41.52*

*Subtract $ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:
One year term (1500 hours) at the following dollar amount.

1st year	$ 15.22
2nd year	18.90
3rd year	21.81
4th year	27.58

8-NYDCT9-DWT

Painter — 03/01/2024

JOB DESCRIPTION Painter **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES
Nassau: Atlantic Beach, Ceaderhurst, 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:	07/01/2023
Drywall Taper	$ 55.10

SUPPLEMENTAL BENEFITS

Per Hour:	
Journeyworker:	$ 23.88

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

1st term	$ 21.29
2nd term	27.84
3rd term	33.29
4th term	44.20

Supplemental Benefits per hour:

1st term	$ 14.43
2nd term	18.16
3rd term	19.30
4th term	21.59

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel — 03/01/2024

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:
STEEL:

Bridge Painting:	07/01/2023	10/01/2023
	$ 54.50	$ 56.00
	+ 10.10*	+ 10.35*

ADDITIONAL $6.50 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

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.

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS
Per Hour:
Journeyworker:

	$ 11.78	$ 12.43
	+ 30.85*	+ 31.55*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage - Per hour:
Apprentices: (1) year terms.

1st year	$ 21.80	$ 22.40
	+ 4.04	+ 4.14

2nd year	$ 32.70 + 6.06	$ 33.60 + 6.21
3rd year	$ 43.60 + 8.08	$ 44.80 + 8.28
Supplemental Benefits - Per hour:		
1st year	$ .90 + 12.34	$ 1.16 + 12.62
2nd year	$ 7.07 + 18.51	$ 7.46 + 18.93
3rd year	$ 9.42 + 24.68	$ 9.94 + 25.24

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Line Striping — 03/01/2024

JOB DESCRIPTION Painter - Line Striping **DISTRICT** 8

ENTIRE COUNTIES
Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per hour:

Painter (Striping-Highway):	07/01/2023	01/01/2024	07/01/2024
Striping-Machine Operator*	$ 31.53	$ 31.53	$ 34.12
Linerman Thermoplastic	38.34	38.34	41.12

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.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyworker:

Striping Machine Operator:	$ 10.03	$ 22.24	$ 23.65
Linerman Thermoplastic:	10.03	22.24	23.65

OVERTIME PAY
See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES
One (1) year terms at the following wage rates:

1st Term:	$ 15.00	$ 15.00	$ 15.00
2nd Term:	18.92	18.92	20.47
3rd Term:	25.22	25.22	27.30
Supplemental Benefits per hour:			
1st term:	$ 9.16	$ 22.24	$ 23.65

2nd Term:	10.03	22.24	23.65
3rd Term:	10.03	22.24	23.65

8-1456-LS

Painter - Metal Polisher — 03/01/2024

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

	07/01/2023
Metal Polisher	$ 38.18
Metal Polisher*	39.28
Metal Polisher**	42.18

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2023
Journeyworker:	
All classification	$ 12.34

OVERTIME PAY
See (B, E, P, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

	07/01/2023
1st year	$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
Per hour:

1st year	$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

Plasterer — 03/01/2024

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per hour:

	07/01/2023	08/01/2023
Building:		
Plasterer/Traditional &	$ 46.00	$ 47.72
Spraying Fireproofing	+ $5.00*	+ $5.00*

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker	$ 23.15	$ 25.35

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
*This portion is not subjected to OT premiums.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:	07/01/2023	08/01/2023
(per hour)		
800 hours term:		
1st term	$ 25.44 + 2.75*	$ 19.30+ 0.68*
2nd term	27.49 + 2.51*	$ 22.53+ 0.81*
3rd term	32.38 + 3.50*	$ 25.79+ 0.95*
4th term	34.68 + 3.75*	

*This portion is not subjected to OT premiums.

Supplemental Benefits:		
(per hour):		
(800) hours term:		
1st term	$ 14.70	$ 11.59
2nd term	15.60	$ 12.02
3rd term	17.43	$ 12.52
4th term	18.35	

9-262

Plumber — 03/01/2024

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour: 07/01/2023

Plumber/	
PUMP & TANK	$ 46.99

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber	$ 35.39

OVERTIME PAY
See (B, B2, E2, Q, *V) on OVERTIME PAGE
(V) For Sundays & Holidays if Worked Only

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
Percentage of Journeyman's wage:

1st Term	30%
2nd Term	40%
3rd Term	50%
4th Term	60%
5th Term	70%

Supplemental Benefits Per Hour:

1st Term	$ 23.47
2nd Term	24.11
3rd Term	24.93
4th Term	25.31
5th Term	28.54

4-200 Pump & Tank

Plumber **03/01/2024**

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2023	11/01/2023	05/01/2024
Plumber	$ 57.23	$ 57.98	$ 58.98

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber	$ 49.65	$ 50.20	$ 50.75

OVERTIME PAY
See (A, E, Q, *V) on OVERTIME PAGE
CODE "V" is only for SUNDAYS and HOLIDAYS THAT ARE 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	2nd	3rd	4th	5th
30%	40%	50%	60%	70%

Supplemental Benefits per hour:

	07/01/2023	11/01/2023	05/01/2024
1st Term	$ 35.02	$ 35.52	$ 36.02
2nd Term	37.51	37.86	38.51
3rd Term	39.03	39.53	40.03
4th Term	40.68	41.18	41.68
5th Term	42.41	42.91	43.41

4-200

Plumber **03/01/2024**

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2023	11/01/2023	05/01/2024
Plumber MAINTENANCE ONLY	$ 34.55	$ 35.05	$35.05

Maintenance: Correction of problem(s)with the existing fixture or group of fixtures, preventive repairs or servicing of said fixtures

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber Maintenance	$ 20.93	$ 21.43	$ 22.43

OVERTIME PAY
See (B, B2, J) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

4-200 Maintance

Roofer — 03/01/2024

JOB DESCRIPTION Roofer **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour	07/01/2023
ROOFER/Waterproofer	
Total Wage to be Paid	$ 55.75
"Base" Wage	49.25**

SUPPLEMENTAL BENEFITS

Per Hour:	
ROOFER/Waterproofer	$ 36.36

OVERTIME PAY
Per Hour:
NEW ROOF SEE (B,E,Q)
RE-ROOF SEE (B,E,E2,Q)
** Overtime Pay to be calculated on "BASE" Wage then add $6.50.
(Example: $49.25 x time and one half = $73.88 + $6.50 = $80.38)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 13, *16, **25) on HOLIDAY PAGE
Note: Time and One Half the Hourly Base Rate + $6.50 if worked.

REGISTERED APPRENTICES
(1) Year terms at the following Percentage of Roofers/Waterproofers Base Wage.

1st	2nd	3rd	4th
40%	50%	70%	80% + $ 5.20/Hr.

Supplemental Benefits per hour:

1st Term	$ 10.34
2nd Term	12.77
3rd Term	25.99
4th Term	29.22

4-154

Sheetmetal Worker — 03/01/2024

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour:	07/01/2023
Sign Erector	$ 56.00

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2023
Sign Erector	$ 55.66

OVERTIME PAY
See (A, F, 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:

07/01/2023

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 14.95	$ 16.95	$ 18.93	$ 20.93	$ 28.56	$ 31.05	$ 33.57	$ 36.05	$ 38.56	$ 41.05

4-137-SE

Sheetmetal Worker — 03/01/2024

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	7/01/2023	11/01/2023
Sheetmetal Worker	$ 59.94	$ 61.09
Maintenance of Fans Temporary Operation	$ 47.95	$ 48.87

SUPPLEMENTAL BENEFITS
Per Hour:

Sheetmetal Worker	$ 51.16	$ 53.25
Maintenance Worker	$ 51.16	$ 53.25

OVERTIME PAY
See (B, 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 & 2nd Term	$ 20.85	$ 21.26
3rd & 4th Term	26.87	27.39
5th & 6th Term	32.89	33.52
7th & 8th Term	41.94	42.75
9th Term	47.53	48.55

Per Hour: Supplemental Benefits

1st & 2nd Term	$ 19.02	$ 19.66
3rd & 4th Term	25.90	26.73
5th & 6th Term	30.55	31.57
7th & 8th Term	37.49	38.78
9th Term	42.14	43.62

4-28

Steamfitter — 03/01/2024

JOB DESCRIPTION Steamfitter **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2023	01/01/2024 Additional	07/01/2024 Additional
AC Service/Heat Service & Refrigeration	$ 44.85	$1.25/Hr.*	$1.25/Hr.*

(*)To be allocated at a later date.

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
NOTE: Refrigeration Compressor installation. (Not to exceed 5 Hp combined on any one project).
NOTE: Air Condition / Heating Compressor installation.(Not to exceed 15 tons combined on any one project).

SUPPLEMENTAL BENEFITS
Per Hour Worked:

AC Service/Heat Service	$ 20.71
Per Hour Paid:	17.65

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 year terms
Wages per hour:

1st Term	$ 21.71
2nd Term	26.21
3rd Term	30.53
4th Term	36.87

Benefits per hour Worked:

Per Hour Paid:		Per Hour Paid:
1st Term	$ 14.20	$ 11.14
2nd Term	14.57	12.48
3rd Term	15.91	13.38
4th Term	17.72	15.77

4-638B-StmFtrRef

Steamfitter **03/01/2024**

JOB DESCRIPTION Steamfitter **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

WAGES

Per Hour:	07/01/2023
Sprinkler/Steam AC/Heat Fitter	$ 69.11
Temporary Heat & AC Fitter	52.54

Note: Add 15% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS
Per Hour:

Sprinkler/Steam Fitter	$ 53.24
Temporary Heat & AC	43.67

Fitter

Note: Add 15% to Hourly Benefit for "Contracting Agency" Mandated Off Shift Work.

OVERTIME PAY
Note: The posted overtime rates are applicable after 8 hours plus Saturday, Sunday and Holidays on Fire Protection/Sprinkler contracts under $3,000,000.00 and HVAC/Mechanical contracts under $30,000,000.00:

Sprinkler/Steam	Wages $ 138.22	Benefit $ 106.48
Temp Heat/AC	Wages $ 105.08	Benefit $ 87.34

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
1 year Terms at the Following:

WAGES per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
$ 27.68	$ 34.59	$ 41.49	$ 48.40	$ 55.30

SUPPLEMENTAL BENEFIT per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
$ 21.80	$ 27.05	$ 32.28	$ 37.53	$ 42.76

Premium Time Amounts:

43.60	54.10	64.56	75.06	85.52

4-638A-StmSpFtr

Teamster - Asphalt Delivery — 03/01/2024

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

	07/01/2023
Asphalt Delivery	$ 41.255

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

Asphalt Delivery	$ 35.99

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Construction Work
TRUCK DRIVER

Asphalt Delivery	$ 50.3125

Light Construction Work
TRUCK DRIVER

Asphalt Delivery	$ 13.05

OVERTIME PAY

See (B, *B2, E, **I, P, R, T, ***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 — 03/01/2024

JOB DESCRIPTION Teamster - Building **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:
Truck Driver (Building Demolition & Debris, Cesspool & Leachate Pumping)

	07/01/2023
Trailers	$ 35.77
Straight Jobs	$ 35.47

SUPPLEMENTAL BENEFITS
Per Hour:

All Classifications

$ 38.85

OVERTIME PAY
See (B, E, S1) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 15, 25, 26) on HOLIDAY PAGE

4-282

Teamster - Delivery of Concrete — 03/01/2024

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

	07/01/2023
Concrete Delivery	$ 40.005

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
Concrete Delivery 36.815

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Construction Work
Concrete Delivery $ 45.475

Light Construction Work
Concrete Delivery 15.355

OVERTIME PAY
NOTE: Heavy Construction:B2,I
Light Construction:B,E,P

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.

4-282ns

Teamster - Heavy&Highway — 03/01/2024

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.

07/01/2023

Site Excavating
(Chauffeurs) $ 41.255

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 those projects. Parking Lots and Office Buildings.

Site Excavating
(Chauffeurs) $ 35.99

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Construction Work
Chauffeurs $ 50.3125

Light Construction Work
Chauffeurs $ 13.05

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 GOVERMENTAL 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 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 — 03/01/2024

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	07/01/2023
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

(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

(U) Four times the hourly rate for Holidays

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

(X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

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
(28)	Easter Sunday

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

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 5).

☐ 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
☐ 1O 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
☐ Fuel Delivery
☐ Guards, Watchmen
☐ Janitors, Porters, Cleaners, Elevator Operators
☐ Moving furniture and equipment
☐ Trash and refuse removal
☐ Window cleaners
☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

Name and Title of Requester

Signature

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.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: https://apps.labor.ny.gov/EDList/searchPage.do

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYSDOL Bureau of Public Work Debarment List 03/11/2024

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL		B&L RENOVATION CO.		618 OCEAN PARKWAY APT A6BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTION	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028

NYSDOL Bureau of Public Work Debarment List 03/11/2024

Article 8

DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028

DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027

DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024

DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027

NYSDOL Bureau of Public Work Debarment List 03/11/2024

Article 8

DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	*****3800	SUBURBAN RESTORATION CO., INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027

NYSDOL Bureau of Public Work Debarment List 03/11/2024

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DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTING, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

Davis Bacon
FEDERAL WAGE RATES

NO TEXT ON THIS PAGE

"General Decision Number: NY20240012 04/05/2024

Superseded General Decision Number: NY20230012

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	02/09/2024
3	03/08/2024
4	04/05/2024

* ASBE0012-001 01/01/2024

	Rates	Fringes
Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems	$ 70.51	35.76
HAZARDOUS MATERIAL HANDLER	$ 40.75	19.20

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* BOIL0005-001 01/01/2024

	Rates	Fringes
BOILERMAKER	$ 67.38	49.33+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

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BRNY0001-001 07/01/2022

	Rates	Fringes
BRICKLAYER	$ 65.53	31.60
MASON - STONE	$ 69.72	38.67

CARP0290-001 07/01/2021

	Rates	Fringes
Carpenters: Building Nassau County (Portion of county that lies west of Seaford Creek and south of the Southern State Parkway)	$ 52.50	46.28
Nassau County (Remainder of County) and Suffolk County	$ 50.16	33.48
Heavy & Highway	$ 50.16	33.48
Residential	$ 32.63	21.83

CARP0740-001 07/01/2023

	Rates	Fringes
MILLWRIGHT	$ 58.70	57.11

CARP1556-008 07/01/2023

	Rates	Fringes
Carpenters:		
DIVERS TENDERS	$ 53.57	55.31
DIVERS	$ 74.03	55.31
DOCKBUILDERS	$ 59.16	55.31
PILEDRIVERMAN	$ 59.16	55.31

CARP1556-011 07/01/2023

	Rates	Fringes
Carpenters:		
TIMBERMEN	$ 54.05	54.99

CARP2287-003 07/01/2023

	Rates	Fringes
CARPENTER		
Soft Floor Layers	$ 55.05	47.88

ELEC0025-001 04/29/2023

	Rates	Fringes
ELECTRICIAN	$ 59.50	17%+33.13

ELEC0025-002 04/29/2023

	Rates	Fringes
Electricians:		
Maintenance Unit	$ 46.79	14%+22.63
Telephone Unit	$ 40.43	18%+22.25
Wiring for single or multiple family dwellings and apartments up to and including 3 stories	$ 37.25	13%+18.92

ELEC1049-002 04/02/2023

	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.....$ 39.15 27.56
Heavy Equipment Operator...$ 52.20 31.73
Lineman & Cable Splicer....$ 65.25 35.92
Material Man.....$ 56.77 33.20

ELEV0001-002 03/17/2022

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor.....	$ 75.14	47.446+a+b
Modernization and Repair....	$ 59.09	45.564+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 06/01/2023

BUILDING CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	$ 75.40	39.15
GROUP 2.....	$ 71.63	39.15
GROUP 3.....	$ 69.13	39.15
GROUP 4.....	$ 52.83	39.15
GROUP 5.....	$ 50.62	39.15

NOTES:

Hazmat premiums:
Level A 3.50
Level B 2.50
Level C 1.50
Level D 1.00

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, Indpendence 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 lomatsu 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), mechanic, 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), Compressor (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 (sumbersible), 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 diaphgrgm), 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 06/01/2023

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 79.43	39.40+a
GROUP 2	$ 74.36	39.40+a
GROUP 3	$ 71.78	39.40+a
GROUP 4	$ 55.08	39.40+a
GROUP 5	$ 52.82	39.40+a
GROUP 6	$ 39.30	12.50+a

NOTES:

Hazmat premiums:

Level A	3.50
Level B	2.50
Level C	1.50
Level D	1.00

Truck and Crawler Cranes long boom premiums:

boom lengths (including jib) 100-149 ft	1.00
boom lenghts (including jib) 150-249 ft	1.50
boom lenghts (including jib) 250-349 ft	2.00
boom lengths (including jib) 350 ft	3.00

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), cgherry 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), Mechanic, 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), Grinder, 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 07/01/2023

	Rates	Fringes
IRONWORKER METALLIC LATHERS AND REINFORCING IRONWORKERS.....	$ 56.95	28.80

IRON0197-001 07/01/2023

	Rates	Fringes
IRONWORKER STONE DERRICKMAN.....	$ 58.90	58.37

IRON0361-001 07/01/2023

	Rates	Fringes
IRONWORKER (STRUCTURAL).....	$ 57.20	86.19

IRON0580-001 07/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 47.15	63.75

LABO0066-001 07/01/2023

BUILDING

	Rates	Fringes
Laborers:		
Laborers	$ 40.65	31.29
Plasterers Tenders	$ 40.80	30.04

LABO0078-001 07/04/2022

	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)	$ 38.55	19.35

LABO1298-001 06/01/2023

HEAVY & HIGHWAY

	Rates	Fringes
Laborers:		
Asphalt Rakers; Formsetters	$ 51.43	35.98+a
Asphalt Shovelers, Roller Boys & Tampers	$ 49.96	35.98+a
Regular Laborers	$ 45.49	35.98+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 30% 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 30% 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 05/01/2023

	Rates	Fringes
PAINTER		
GLAZIERS	$ 47.95	52.77
Painters, Drywall Finishers	$ 43.00	40.21
Spray, Scaffold, Sandblasting	$ 46.00	40.21

PAIN0806-010 10/01/2020

	Rates	Fringes
Painters:		
Stuctural Steel and Bridge	$ 51.50	49.63

PAIN1974-002 12/28/2023

	Rates	Fringes
Painters:		
DRYWALL TAPERS/POINTERS	$ 48.47	32.54

PLAS0262-003 08/01/2023

	Rates	Fringes
PLASTERER	$ 47.05	30.40

PLAS0780-001 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 55.47	34.88

PLUM0200-001 11/01/2023

	Rates	Fringes
PLUMBER		
BUILDING CONSTRUCTION:	$ 57.98	44.25
RESIDENTIAL CONSTRUCTION:	$ 29.96	13.41

PLUM0638-001 07/01/2023

	Rates	Fringes
PLUMBER		
SERVICE FITTERS	$ 41.75	14.00
SPRINKLER FITTERS, STEAMFITTERS	$ 69.11	53.24

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 05/01/2023

	Rates	Fringes
ROOFER	$ 49.25	39.61

SHEE0028-002 11/02/2023

	Rates	Fringes
SHEET METAL WORKER		
BUILDING CONSTRUCTION	$ 53.60	60.74
RESIDENTIAL CONSTRUCTION	$ 35.79	25.37

TEAM0282-002 07/01/2020

	Rates	Fringes
TRUCK DRIVER	$ 40.005	49.0325+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.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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) (iii)).

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 National Office because National Office has 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.

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END OF GENERAL DECISION"

EXECUTIVE ORDER NO. 67 - 2013

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government, and the efficient operation of county government; and

WHEREAS, Nassau County ("County") is a linguistically diverse county in which a percentage of the County's population speaks a language other than English at home, and more than 10 percent of Nassau County residents are limited-English proficient, insofar as English is not their primary language and have limited ability to read or understand English, thereby presenting potential barriers to accessing important government programs or services; and

WHEREAS, pursuant to Presidential Executive Order 13166 (August 11, 2000), federally-funded agencies must take reasonable steps to ensure that people who have limited English proficiency have access to the recipient's programs and services; and

WHEREAS, the general welfare of such County residents is furthered by increasing language access to essential County programs and services; and

WHEREAS, the County is committed to ensuring all County residents have access to essential programs and services provided by County agencies; and

WHEREAS, the County is committed to ensuring that language access services are implemented in a cost effective and efficient manner;

NOW, THEREFORE, by virtue of the authority vested in me pursuant to the Nassau County Charter and the Nassau County Administrative Code, I, Edward P. Mangano, do hereby:

ORDER, that the heads of every department under the jurisdiction of the Office of the County Executive that provides direct services to the public who are program recipients and/or participants shall make available on the County website vital documents, as determined by the respective department heads and with the approval of the Chief Deputy County Executive, containing information, instructions and notifications regarding direct programs and services in English and the six most common non-English languages spoken by individuals with limited-English proficiency in the County of Nassau, based on United States census data; and it is further

ORDERED, that said documents shall be accessible by the public on the website and shall be in printable format for the public; and it is further

ORDERED, that, upon approval of the Chief Deputy County Executive, the department heads may retain contractual services to accomplish the translation of vital documents; and it is further

ORDERED, that, where practical and effective, the translation of said documents into the six most common non-English languages may be accomplished through an online translation service, or computer software translation package approved by the department heads Chief Deputy County Executive; and it is further

ORDERED, that such translations shall be achieved on a rolling basis to be completed no later than 365 days from the signing of this Executive Order; and it is further

ORDERED, that each department shall publish a language access plan within 120 days of the signing of this Order, and updated versions as needed thereafter, that will set forth, at minimum, the following:

a. When and by what means the agency will provide, or is already providing, language assistance services;

b. The titles of all available translated documents and the languages into which they have been translated;

c. The number of public contact positions in the agency and the number of fully bilingual employees in public contact positions, including the languages they speak;

d. A training plan for agency employees on how to access the online database of translated documents; and

e. A language access coordinator at the agency, who shall be an employee of the agency and who shall be publicly identified; and it is further

ORDERED, that departments providing services to the public that are non-programmatic in nature, such as emergency services, shall implement the provisions of this Executive Order to the greatest degree practicable; and it is further

ORDERED, that the language access coordinators shall monitor compliance with this Order by annually collecting data on the provision of language assistance services and the availability of translated materials; and it is further

ORDERED, that the Deputy County Executive for Minority Affairs shall provide guidance and/or assistance to any department that so requests in implementing this Order, and ensure that the provision of services set forth herein meets acceptable standards of translation or interpretation to ensure the information is correctly communicated.

Dated: 7-30, 2013

Edward Mangano
Nassau County Executive

EXECUTIVE ORDER NO. 72 - 2013

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government, and the efficient operation of county government; and

WHEREAS, Nassau County ("County") is a linguistically diverse county and the County is committed to ensuring all County residents have access to essential government programs and services; and

WHEREAS, the general welfare of **all** Nassau County residents is furthered by increasing language access to essential County programs and services, on July 30, 2013 I issued Executive Order 67-2013 concerning the translation of vital documents into the six most common non-English languages spoken by individuals with limited English proficiency; and

WHEREAS, the County is committed to ensuring that competent interpretation services are available in departments under the jurisdiction of the Office of County Executive, as referenced in Executive Order 67-2013, in a cost effective and efficient manner;

NOW, THEREFORE, by virtue of the authority vested in me pursuant to the Nassau County Charter and the Nassau County Administrative Code, I, Edward P. Mangano, do hereby:

ORDER, that each such department operating under the Office of the County Executive ("departments") that provides direct public services shall, in all relevant programs and services, provide competent interpretation services between the department and a program or service recipient and/or participant in his/her primary language; and it is further

ORDERED, that such interpretation services may be provided through competently bilingual County employees or available interpretation services - such as telephonic - as approved by the Chief Deputy County Executive; and **it** is further

ORDERED, that every department, upon publication of a language access plan, shall submit to the Deputy County Executive for the Office of Minority Affairs a listing of all competently bi-lingual employees **in** their respective departments along with the office contact number for each such employee; and it is further

ORDERED, that the Deputy County Executive for the Office of Minority Affairs or designee shall, within 90 days of the publication of the department language access plans, compile a comprehensive listing of all said competently bi-lingual employees and disseminate said listing to all department heads; and it is further

ORDERED, that the use of language services shall not be deemed by any county employee as a basis for inquiring into confidential information relating to immigration status. No county employee shall disclose confidential information, including, but not limited to, immigration status, unless such disclosure is necessary to identify and provide appropriate services and/or referrals to an individual, or is otherwise required by law; and it is further

ORDERED, that each department's language access plan shall include, in addition to the requirements set forth in Executive Order 67-2013 for said plan:

a. That only competent translation and interpretation services shall be provided, and the manner in which competency of the translation and interpretation services shall be determined;

b. How/where department employees can access the comprehensive listing of competently bi-lingual employees;

c. Instructions for department employees on available interpretation services and how and when such services can be utilized;

d. A training plan for initial mandatory employee training on the language access plan, subsequent training for all new department employees, and periodic training as needed, particularly when new services are made available and/or revisions are made to the language access plan;

e. The manner in which the public shall be notified of language access services at the department; and it is further

ORDERED, that each department shall submit its language access plan to the Counsel to the County Executive for review and approval; and it is further

ORDERED, that in addition to the responsibilities enumerated in Executive Order 67-2013, the language access coordinator for each such department shall: monitor compliance with this Order by annually collecting data on the provision and availability of interpretation services; ensure notice of the availability of language access services is prominently displayed; and shall be responsible for responding to and/or addressing any correspondence and communications from members of the public regarding these services.

Dated: Aug. 15, 2013

Edward P. Mangano
Nassau County Executive

Appendix D

Introduced by Legislator Denenberg

Local Law No. 172006

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 such 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 Jess 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 law 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 no1J;: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 *oi* 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, hut 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 by such title 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, including the 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.

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 Best Efforts 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.

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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.

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. Whenever the monthly estimate of the Contractor, as approved by the Engineer, shows that the value of the work completed during the previous month exceeds one thousand ($1,000.00) dollars in amount, the Commissioner will issue a certificate for such work. The Commissioner will thereupon cause the amount therein to be paid to the Contractor.

B. Before any payment is made to the contractor, the Contractor must submit Materials certifications as per the contract items specifications, to the Sponsor/Sponsor's representative, 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 EBO system and included with the payment. After this information has been reviewed and found acceptable to the Sponsor/Sponsor's representative, payment procedures may begin.

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. 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.

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.

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 and all percentages and amounts to be kept and retained under provisions of the contract. All prior estimates and payments shall be subject to correction in the final estimate and payment. Before the Sponsor submits the Final payment for reimbursement, and the Sponsor shall contact and coordinate with the NYSDOT Local Projects Construction Monitor(s) to schedule a final inspection. (This is performed only after the first 'punch list' set up by the Sponsor has been completed by the contractor). During the final inspection, a second 'punch list' will be established. The items of incomplete work or work not meeting *Specifications* will need to be resolved by the Contractor.

- Before the final payment is made to the contractor, the Sponsor must submit the CONR 193, Materials Certifications for to the Sponsor/Sponsor's representative, along with the Final AAP-33LL Composite for, Employment Monthly Utilization form. In addition, the contractor needs to submit a Final Report AAP 21LL for the DBE firm(s), if applicable as well as all other subcontractors. 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 acceptable to the Sponsor/Sponsor's representative along with concurrence from NYSDOT Planning and Construction Departments, payment procedures may begin. The Sponsor will need to follow the requirement from Chapter 17 of PLAFAP manual for Local Project 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, **365** 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, **$1,500.00** 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.

H. Subcontractor(s) shall 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 forms) to the Prime Contractor for submittal to NYSDOT when submitting payment requisition forms. These forms must be printed directly from EBO system. The contractor shall submit at 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.

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.

7. 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.

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

a. 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;

b. 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;
c. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
d. 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;
e. 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.

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

ARTHUR T. WALSH
Chief Deputy County Executive

ATTEST: _____
Clerk, Nassau County Legislature

Approved: _____
Office of the Commissioner

_____ Contractor

Corporate Seal

By _____ L.S.
Party of the Second Part

APPROVED AS PER CHARTER

_____
Deputy County Attorney

Approved: _____
Bureau of Real Estate & Insurance

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: Michael Kwarchyra
Office of the Commissioner

Safety Markings LLC Contractor

Corporate Seal

By_____L.S.
Party of the Second Part

APPROVED AS PER CHARTER

_____
Deputy County Attorney

Approved:_____
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 BRUCE A. BLAKEMAN, 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)

On this 16th day of June , 2025, before me personally appeared Arthur T. Walsh , 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

MATTHEW ALAN BECKWITH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6434270
Qualified in Nassau County
Commission Expires June 6, 2026

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a Corporation)

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

On this 12th day of May, 2025, before me personally came Mark Kenneth Reilly, to me known, who being by me duly sworn, did depose and say: That he/she resides at [redacted]; That he/she is the CEO of SAFETY MARKING LLC, 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.

CONCETTA PETRUCCI
QUALIFIED IN NASSAU COUNTY
STATE OF NEW YORK
No. 01PE6259026
COMM. EXP. 04/02/2026
NOTARY PUBLIC

Concetta Petrucci
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 , 200 , 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 CHPW25000011

DATE OF ADVISEMENT MO (2)	DY (2)	YR (2)	FUND (3)	TRANSACTION CODE ENTER	MODIFY	CANCEL	ENCUMBRANCE NUMBER	DEPT (2)	CONTRACT / AGREEMENT NUMBER
5	13	2025	CAP	☒	☐	☐	CHPW25000011	PW	H62153-13GR

VENDOR INFO.

ID: [redacted]

Name: (30) Safety Marking LLC

Address: (30) 255 Hancock Avenue

(30) Bridgeport, CT 06605

LINE NO	PROJECT NUMBER (CAPITAL)	PROJECT DETAIL	INDEX CODE	SUB-OBJECT CODE		LINE AMOUNT	
1	62153	013	PWCAPCAP	00004		1,474,795	00
2							
3							
4							

DOCUMENT DESCRIPTION: (30) TOTAL AMOUNT 1,474,795 00

COMMENTS

Nassau County Pavement Marking Improvements
Phase 13
PIN 0761.23

Various Locations,
Nassau County, New York

Contract No. H62153-13GR

DEPARTMENT - PREPARED BY:
Loretta Dionisio
NAME
5/13/2025
DATE
516.571.9634
PHONE

DEPARTMENT - APPROVED BY:
Michael Kwasnyk
NAME
Commissioner
TITLE
5/13/25
DATE

COMPTROLLER'S OFFICE CERTIFICATION:
I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.
CONTRACT NUMBER
CHPW25000011
5/28/25
Brandon Jeffers
NAME
Deputy Comptroller
TITLE
5/28/2025
DATE

CERTIFICATE OF ACCEPTANCE INTO NUMIS
I certify that this document was accepted into NUMIS
Michele Adams
NAME
5/28/2025
DATE

CHECK IF THIS DOCUMENT IS CONTINUED:
PAGE ___ OF ___

NUMIS 550 (11/83) 20M WHITE = COMPTROLLER COPY PINK = DEPARTMENT COPY CO-677 10/91 rev.9/06

B05-25

RULES RESOLUTION NO. 6 -2025

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SAFETY MARKING LLC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 5/5/25
VOTING:
ayes 7 **nayes** 0 **abstained** 0 **recused** 0
Legislators present: 7

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract H62153-13GR, for NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS- PHASE 13, PIN 0761.23, VARIOUS LOCATIONS, NASSAU COUNTY, NY["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of SAFETY MARKING LLC.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Commissioner of the Department is representing that the total contract is estimated to be $ 1,474,795.00 now therefore be it

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on 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 with the vendor.

CONTRACTOR'S INSURANCE
WORKER'S COMPENSATION INSURANCE

OWNERS PROTECTIVE

NO TEXT ON THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/15/2025

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 have ADDITIONAL INSURED provisions or 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
RSC Insurance Brokerage, Inc.
Risk Strategies - TriPoint
21c Arts Center Ct
Avon, CT 06001

CONTACT NAME: Amanda Harding
PHONE (A/C, No, Ext): 959-230-1007 x4676 FAX (A/C, No):
E-MAIL ADDRESS: aharding@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Endurance Assurance Corporation	11551
INSURER C : American Zurich Insurance Company	40142
INSURER D : SiriusPoint Specialty Insurance Corp	16820
INSURER E : Westchester Surplus Lines Insurance Co	10172
INSURER F :	

INSURED
Safety Marking LLC
255 Hancock Avenue
Bridgeport CT 06605

COVERAGES **CERTIFICATE NUMBER:** [redacted] **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	✓ COMMERCIAL GENERAL LIABILITY	✓		[redacted]	7/1/2024	7/1/2025	EACH OCCURRENCE	$2,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	☐ POLICY ✓ PRO-JECT ✓ LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY	✓		[redacted]	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	☐ UMBRELLA LIAB ✓ OCCUR	✓		[redacted]	7/1/2024	7/1/2025	EACH OCCURRENCE	$2,000,000
	✓ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$2,000,000
	☐ DED ☐ RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			[redacted]	7/1/2024	7/1/2025	✓ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Excess Liability (2nd Layer)			[redacted]	7/1/2024	7/1/2025	$2,000,000 occ/$2,000,000 agg	
E	Excess Liability (3rd Layer)				7/1/2024	7/1/2025	$5,000,000 occ/$5,000,000 agg	

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

Please refer to Additional Remarks Schedule

CERTIFICATE HOLDER
NY - H62153-13GR

County of Nassau
1194 Prospect Ave
Westbury NY 11590

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
Amanda Harding

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AGENCY CUSTOMER ID: 6053

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ___ of ___

AGENCY	NAMED INSURED
RSC Insurance Brokerage, Inc.	Safety Marking LLC 255 Hancock Avenue Bridgeport CT 06605
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 (03/16)

HOLDER: County of Nassau

ADDRESS: 1194 Prospect Ave Westbury NY 11590

NY - H62153-13GR

County of Nassau, all Municpalities, Municipal Sub-Divisions, and Fee Owners of Properties, Consultants, and any additional parties required by written contract are included as additional insureds on a primary and non-contributory basis per the attached forms. Notice of Cancellation - 30 days' notice to the Named Insured except for 7 days for non-payment. Please refer to the attached forms when reviewing this certificate of insurance.

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The ACORD name and logo are registered marks of ACORD

SCHEDULE OF OTHER POLICIES

DATE ISSUED
5/15/2025

NAMED INSURED:

Safety Marking LLC
255 Hancock Avenue
Bridgeport CT 06605

CERTIFICATE HOLDER:

County of Nassau
1194 Prospect Ave
Westbury NY 11590

INSURER NAIC #	COVERAGE	POLICY NO.	EFF-EXP DATE	LIMITS	PROJECT
Markel American Insurance Company #28932	OCP Liability	[redacted]	05/13/2025 - 05/13/2026	$3,000,000 each occurrence / $3,000,000 aggregate	County of Nassau - Phase 13GR

NEW YORK STATE Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Safety Marking LLC 255 Hancock Avenue Bridgeport CT 06605 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured [redacted] 1d. Federal Employer Identification Number of Insured or Social Security Number [redacted]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau 1194 Prospect Ave Westbury NY 11590	3a. Name of Insurance Carrier American Zurich Insurance Company 3b. Policy Number of Entity Listed in Box "1a" [redacted] 3c. Policy effective period 07/01/2024 to 07/01/2025 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

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

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

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Doran Lamond
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [signature] 5/15/2025
(Signature) (Date)

Title: Senior Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 860-618-1101

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE | Workers' Compensation Board

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

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

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

SAFETY MARKING LLC
255 HANCOCK AVENUE
BRIDGEPORT, CT 06605

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

1b. Business Telephone Number of Insured

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

[redacted]

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

County of Nassau
1194 Prospect Ave
Westbury NY 11590

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

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

[redacted]

3c. Policy effective period

07-01-2024 to 06-30-2025

4. Policy provides the following benefits:

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

5. Policy covers:

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

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

Date Signed 5/15/2025 By *Elizabeth Tello*
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

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

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

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

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

State of New York
Workers' Compensation Board

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

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

Telephone Number Name and Title

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

Additional Instructions for Form DB-120.1

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

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

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

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

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

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. [redacted]	Effective Date: 07/01/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS NOT ENGAGED BY THE NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Additional Insured Engineer(s), Architect(s) Or Surveyor(s) Not Engaged By The Named Insured:
ANY ENGINEERS, ARCHITECTS OR SURVEYORS WHILE NOT ENGAGED BY YOU, TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Coverage Extension Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. [redacted]	Effective Date: 07/01/2024

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

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" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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EXCESS LIABILITY COVERAGE FOLLOW FORM (SHORT FORM)

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. The words "we", "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization qualifying as such in the "first underlying insurance" which is the controlling policy listed in Item 5 of the Declarations, unless designated otherwise in the Declarations. Other words and phrases that appear in quotation marks have special meaning and can be found in the **DEFINITIONS** Section or the specific policy provision where they appear.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree with you to provide coverage as follows:

INSURING AGREEMENTS

I. COVERAGE

We will pay on behalf of the insured the amount of "loss" covered by this insurance in excess of the "underlying limits of insurance" subject to the **LIMITS OF INSURANCE** Section. This policy will follow form to the terms, conditions, definitions, and exclusions of the "first underlying insurance" in effect the first day of the Policy Period, except to the extent that the terms, conditions, definitions, and exclusions of this policy differ from the "first underlying insurance." In no event shall this policy provide broader coverage than is provided by any policy in the "underlying insurance" shown in Item 5. of the Declarations, except if specifically provided otherwise by endorsement.

II. LIMITS OF INSURANCE

A. The Each Occurrence limit stated in Item 4. of the Declarations is the most we will pay for all "loss" arising out of any one occurrence to which this policy applies.

B. The aggregate limit shown in Item 4. of the Declarations is the most we will pay for all "loss" that is subject to an aggregate limit provided by the "first underlying insurance" and shall apply in the same manner as the aggregate limits provided by the "first underlying insurance".

C. This policy applies only in excess of the "underlying limits of insurance" and only after the "underlying limits of insurance" have been exhausted.

III. DEFENSE

We will follow the Defense provisions of the "first underlying insurance". In the event there are no Defense provisions contained in the "first underlying insurance", we will have the right, but not the duty to be associated with you or your underlying insurer or both in the investigation of any claim or defense of any suit which in our opinion may create liability to our policy for "loss." If we exercise such right, we will do so at our own expense, but we will have no such expense obligation or liability once the Limits of Insurance are exhausted.

IV. PREMIUM

If any additional premium charge is made to the "underlying insurance" during the Policy Period or if there is an increase in the risk assumed by us, our premium may be adjusted.

V. DEFINITIONS

A. "Loss" means those sums actually paid in the settlement or satisfaction of a claim which you are legally obligated to pay as damages, including but not limited to "bodily injury" and "property damage", after making proper deductions for all recoveries and salvage.

B. "Underlying limits of insurance" means the sum of the limits of all applicable "underlying insurance" listed in Item 5. of the Declarations, including self-insured retentions (SIRs), deductibles or other forms of insurance or self-insurance applicable to a given claim or occurrence.

VI. CONDITIONS

A. Changes

This policy can only be changed by a written endorsement signed by one of our authorized representatives that becomes a part of this policy.

B. First Named Insured Duties

The person or organization first named in Item 1. of the Declarations is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for the giving and receiving of notice of cancellation or the receipt of any return premium that become payable.

C. Maintenance of "Underlying Insurance"

During the period of this policy, you agree to keep all "underlying insurance" in full force and effect and that the "underlying limits of insurance" will be maintained, except to the extent such limits may be reduced or exhausted by payment for "loss" covered by "underlying insurance." If you fail to comply with these requirements, we will only be liable to the same extent that we would have been had you fully complied with these requirements.

D. Notice of Occurrence

You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim or suit which may involve this policy. If a claim or suit against any insured is reasonably likely to involve this policy you must notify us in writing as soon as practicable.

If the "underlying limits of insurance" are exhausted solely by payment of "loss", no insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our written consent.

E. Other Insurance

If other insurance applies to a "loss" that is also covered by this policy, this policy will apply excess of the other insurance. However, this provision will not apply if the other insurance is specifically written to be excess of this policy. Other insurance includes any type of self-insurance or other mechanism by which an insured arranges for funding of legal liabilities.

F. Conformity to Statute

Any terms of this policy which are in conflict with the terms of any applicable law or regulation governing this policy are hereby amended to conform to such laws and regulations.

G. When "Loss" is Payable

Coverage under this policy will not apply unless and until the insured or the insured's "underlying insurance" is obligated to pay the full amount of the "underlying limits of insurance."

When the amount of "loss" has finally been determined, we will promptly pay on behalf of the insured the amount of "loss" falling within the terms of this policy.

If the insured has rights to recover all or part of any payment we have made under this policy, then those rights are transferred to us and the insured must do nothing to impair those rights. At our request the insured will bring suit or transfer those rights to us to enforce them.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY ENDORSEMENT

The **Other Insurance** Condition is amended to include the following additional provision:

When required by written contract or agreement, the insurance provided by this policy is primary insurance and we will not seek contribution from any other insurance available to the person or organization covered as additional insured hereunder unless the other insurance is provided by a contractor, other than you, for the same operations and job location.

This endorsement does not change any other provision of the policy.

BOND #108244772

PERFORMANCE BOND

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

that SAFETY MARKING LLC (hereinafter called the "Contractor") and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA a corporation created and existing under the laws of the State of CONNECTICUT, and licensed to do business in the State of New York, having its principal office in the city of HARTFORD, CONNECTICUT (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

ONE MILLION FOUR HUNDRED SEVENTY FOUR THOUSAND SEVEN HUNDRED NINETY FIVE AND 00/100 Dollars ($1,474,795.00) good and lawful money of the United States of America, to the payment of which said sum of money, will 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 12th day of MAY, 2025

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. H62153-13GR, PAVEMENT MARKINGS IMRPOVEMENTS - PHASE 13 - PIN 0761.23

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

NO TEXT ON THIS PAGE

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

NO TEXT ON THIS PAGE

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.

SAFETY MARKING LLC
Contractor

by _____ (L.S.) (Corporate seal of Contractor if a corporation)
MARK KELLY, CEO

by _____ (L.S.)
Title

by _____ (L.S.)
Title

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety

by _____ (L.S.)
Title of Officer Benjamin Shaw, ATTORNEY-IN-FACT

WITNESS: _____ (L.S.) (Corporate seal of Surety)
Title of Officer

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a corporation)

STATE OF CONNECTICUT)
)
ss.: Bridgeport
COUNTY OF FAIRFIELD)

On this 12th day of MAY , 20 , before me personally came MARK KELLY to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the CEO of the SAFETY MARKING LLC 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.

Elena Vilarinho
Notary Public

Elena Vilarinho
Notary Public-Connecticut
My Commission Expires
July 31, 2028

(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

NO TEXT ON THIS PAGE

(Acknowledgment by Surety Company)

STATE OF MAINE)

)

ss.:
COUNTY OF ANDROSCOGGIN)

On this 12th day of MAY , 2025 , before personally came BENJAMIN SHAW to me Known, who being by me duly sworn, did depose and say that he resides in [redacted]

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 EMILY FITZ, NOTARY PUBLIC further said that he is acquainted with BENJAMIN SHAW and knows him to be the ATTORNEY-IN-FACT of said company; that the signature of the said BENJAMIN SHAW subscribed to the within instrument is in the genuine handwriting of the said BENJAMIN SHAW and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said .

Emily Fitz
Notary Public

EMILY FITZ
Notary Public, State of Maine
My Commission Expires Nov 02, 2030

NO TEXT ON THIS PAGE

POWER OF ATTORNEY

FINANCIAL STATEMENT

NO TEXT ON THIS PAGE

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Benjamin Shaw** of **FARMINGTON**, **Connecticut**, their true and lawful Attorney(s)-in-Fact 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, 2021**.

HARTFORD, CONN. | HARTFORD, CONN. | CORPORATE SEAL

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 12th day of **MAY**, **2025**.

HARTFORD, CONN. | HARTFORD, CONN. | CORPORATE SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verifythe authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2024

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 5,267,015,811	LOSSES	$ 1,590,424,351
STOCKS	112,711,407	LOSS ADJUSTMENT EXPENSES	149,460,040
CASH AND INVESTED CASH	100,839,391	COMMISSIONS	40,934,764
OTHER INVESTED ASSETS	8,436,458	OTHER EXPENSES	43,004,640
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	6,187,377	TAXES, LICENSES AND FEES	13,292,018
INVESTMENT INCOME DUE AND ACCRUED	43,484,130	UNEARNED PREMIUMS	1,581,422,838
PREMIUM BALANCES	377,822,041	ADVANCE PREMIUM	2,249,301
REINSURANCE RECOVERABLE	80,794,793	POLICYHOLDER DIVIDENDS	24,705,696
NET DEFERRED TAX ASSET	75,333,829	CEDED REINSURANCE NET PREMIUMS PAYABLE	81,537,271
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,005,930	CURRENT FEDERAL AND FOREIGN INCOME TAXES	3,870,451
RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES	80,016,296	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	18,802,427
OTHER ASSETS	1,442,323	REMITTANCES AND ITEMS NOT ALLOCATED	8,424,672
		PROVISION FOR REINSURANCE	9,891,783
		PAYABLE FOR SECURITIES LENDING	6,187,377
		OTHER ACCRUED EXPENSES AND LIABILITIES	369,797
		TOTAL LIABILITIES	$ 3,574,577,426
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	2,141,230,599
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,581,514,359
TOTAL ASSETS	$ 6,156,091,785	TOTAL LIABILITIES & SURPLUS	$ 6,156,091,785

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – FINANCE, 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 30TH DAY OF JUNE, 2024.

Michael J Doody

VICE PRESIDENT – FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
16TH DAY OF AUGUST, 2024

NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027

SUSAN M. WEISSLEDER NOTARY PUBLIC CONNECTICUT

CERTIFICATE OF SOLVENCY

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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 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 $2,318,234,716. (Capital $6,480,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2023, 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 here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 5th day of April 2024.

Adrienne A. Harris
Superintendent

By

Rawle Lewis
Special Deputy Superintendent

FORM OF LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that SAFETY MARKING LLC as Principal,
(Here insert the name and address, or legal title, of the Contractor)

255 HANCOCK AVENUE, BRIDGEPORT, CT 06605,

hereinafter called Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,

a corporation of the State of CONNECTICUT, and licensed to do business in the State of New York, with its home office in

HARTFORD, CONNECTICUT, 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

ONE MILLION FOUR HUNDRED SEVENTY FOUR THOUSAND SEVEN HUNDRED NINETY FIVE AND 00/100 Dollars ($ 1,474,795.00)
(Here insert a sum equal to the contract price), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and as-signs, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated MAY 12, 2025 entered into a contract with Owner for,

CONTRACT NO. H62153-13GR, PAVEMENT MARKINGS IMRPOVEMENTS - PHASE 13 - PIN 0761.23,

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.

NO TEXT ON THIS PAGE

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 12th day of MAY 2025

SAFETY MARKING LLC
Contractor

by _____ (L.S.) (Corporate seal of Contractor if a corporation)
MARK KELLY, CEO

by _____ (L.S.)
Title

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety

by _____ (L.S.)
Title of Officer Benjamin Shaw, ATTORNEY-IN-FACT

WITNESS:
Xxxxxx

_____ (L.S.) (Corporate seal of Surety)
Title of Officer

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a corporation)

STATE OF CONNECTICUT)
)
ss.: Bridgeport
COUNTY OF FAIRFIELD)

On this 12th day of MAY , 20 25 , before me personally came MARK KELLY to me known, who, being by me duly sworn, did depose and say for himself, that he resides in [redacted] that he is the CEO of the SAFETY MARKING LLC 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.

Elena Vilarinho
Notary Public-Connecticut
My Commission Expires
July 31, 2028

Elena Vilarinho
Notary Public

(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

NO TEXT ON THIS PAGE

(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 MAINE)
)
ss.:
COUNTY OF ANDROSCOGGIN)

On this 12th day of MAY , 2025 , before me personally came BENJAMIN SHAW to me Known, who being by me duly sworn, did depose and say that he resides in [redacted]

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 EMILY FITZ, NOTARY PUBLIC further said that he is acquainted with BENJAMIN SHAW and knows him to be the ATTORNEY-IN-FACT of said company; that the signature of the said BENJAMIN SHAW and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said .

EMILY FITZ
Notary Public, State of Maine
My Commission Expires Nov 02, 2030

Emily Fitz
Notary Public

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POWER OF ATTORNEY

FINANCIAL STATEMENT

NO TEXT ON THIS PAGE

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Benjamin Shaw** of **FARMINGTON**, **Connecticut**, their true and lawful Attorney(s)-in-Fact 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, 2021**.

HARTFORD, CONN.

HARTFORD, CONN.

CORPORATE SEAL

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 12th day of **MAY**, **2025**.

HARTFORD, CONN.

HARTFORD, CONN.

CORPORATE SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verifythe authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2024

CAPITAL STOCK $ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	$ 5,267,015,811	LOSSES	$ 1,590,424,351
STOCKS	112,711,407	LOSS ADJUSTMENT EXPENSES	149,460,040
CASH AND INVESTED CASH	100,839,391	COMMISSIONS	40,934,764
OTHER INVESTED ASSETS	8,438,456	OTHER EXPENSES	43,004,640
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	6,187,377	TAXES, LICENSES AND FEES	13,292,018
INVESTMENT INCOME DUE AND ACCRUED	43,484,130	UNEARNED PREMIUMS	1,581,422,838
PREMIUM BALANCES	377,822,041	ADVANCE PREMIUM	2,249,301
REINSURANCE RECOVERABLE	80,794,793	POLICYHOLDER DIVIDENDS	24,705,696
NET DEFERRED TAX ASSET	75,333,829	CEDED REINSURANCE NET PREMIUMS PAYABLE	81,537,271
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	2,005,930	CURRENT FEDERAL AND FOREIGN INCOME TAXES	3,870,451
RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES	80,016,296	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	18,802,427
OTHER ASSETS	1,442,323	REMITTANCES AND ITEMS NOT ALLOCATED	8,424,672
		PROVISION FOR REINSURANCE	9,891,783
		PAYABLE FOR SECURITIES LENDING	6,187,377
		OTHER ACCRUED EXPENSES AND LIABILITIES	369,797
		TOTAL LIABILITIES	$ 3,574,577,426
		CAPITAL STOCK	$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	2,141,230,599
		TOTAL SURPLUS TO POLICYHOLDERS	$ 2,581,514,359
TOTAL ASSETS	$ 6,156,091,785	TOTAL LIABILITIES & SURPLUS	$ 6,156,091,785

STATE OF CONNECTICUT)

COUNTY OF HARTFORD) SS.

CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – FINANCE, 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 30TH DAY OF JUNE, 2024.

Michael J Doody

VICE PRESIDENT – FINANCE

NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
16TH DAY OF AUGUST, 2024

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2027

CERTIFICATE OF SOLVENCY

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 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 $2,318,234,716. (Capital $6,480,000), as is shown by its sworn financial statement for the quarter ending, December 31, 2023, 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 here-unto set my hand and affixed the official seal of this Department at the City of Albany, this 5th day of April 2024.

Adrienne A. Harris
Superintendent

By

Rawle Lewis
Special Deputy Superintendent

PAVEMENT MARKING IMPROVEMENTS PHASE 13
PIN 0761.23
VARIOUS LOCATIONS
NASSAU COUNTY, NEW YORK
CONTRACT NO. H62153-13GR

General Notes

1) Specifications and Standards

All work included in the contract shall be in accordance with the MUTCD and with the latest NYSDOT Standards Specifications (US Customary Units), except as modified on the plans and in the itemized proposal.

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 work covered in this contract includes the furnishing of labor and material to:

- Remove existing pavement markings
- Cleaning and preparation of pavement surfaces *from face of curb to face of curb* for the installation of new pavement markings
- Furnish and installing epoxy markings

c. No work outside the highway boundary will be permitted under any circumstances unless property and/or easement rights are obtained by Nassau County and approved by NYSDOT.

3) Maintenance and Protection of Traffic

This project is intended to be a Short-Term Stationary Operations. Contractor shall maintain work area in accordance with NYSDOT WORK ZONE TRAFFIC CONTROL previsions. See "Work Zone Traffic Control Plans" at end of section.

Existing pavement markings shall be removed prior to placement of new markings. No more than a two (2) weeks time period shall separate removal and replacement of new pavement markings.

The Contractor shall refer to section 619-3.19 of the NYSDOT Standard Specifications for nighttime operations.

4) Supervision

The Contractor shall have a full-time supervisor on the project at all times.

5) Surface Cleaning and Preparation of Pavement

a. The Contractor shall be responsible for cleaning the pavement surface to the satisfaction of the Engineer.

b. Surface cleaning and preparation work shall be performed only in the area of the pavement markings.

c. At the time of application, all pavement shall be free of oil, dirt, dust, grease and similar foreign materials. The cost of cleaning these contaminants shall be included in the various bid items(s).

6) Equipment

The Contractor shall supply two (2) new measuring wheels (Great Northern Supply Co. Model 415 or approved equal) at the start of the contract for the use of the inspection force assigned to the project. At the completion of project, the measuring wheels shall become the property of Nassau County. The cost of the measuring wheels shall be included in the cost of the various bid items.

7) Clean Up

a. In all cases the Contractor will be required to clean up all disturbed areas and restored to the condition existing prior to the commencement of the work

b. 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.

8) 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.

9) 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.

10) 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.

11) Construction Site

The Contractor shall obtain permission from the owner of a property before entering that property for any reason whatsoever. No work outside the highway boundary will be permitted under any circumstances unless property and/or easement rights are obtained by Nassau County Department of Public Works and approved by NYSDOT. Minor restoration outside the highway boundary is only permitted after a signed release from the property owner has been secured. This shall include any work in areas beyond the right of way and working easement lines to allow for grade revisions to driveways and walks on private property.

12) 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.

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. 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.

Any work in New York State Right-of-Way will require a permit from NYSDOT.

14) 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". All workers on the project site must have successfully passed OSHA 10 Hour Training Safety Class and the certificates should be part of the project records subject to review by the FHWA and NYSDOT.

b. 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.

15) Contact Numbers

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) Purpose

The purpose of this specification is to set fourth the minimum requirements for this contract. The work covered by this contract involves the furnishing of labor, materials, and components as specified, for the:

- Removal of existing pavement markings.
- Cleaning and preparation of area from face of curb to face of curb for the installation of new pavement markings.
- Installation of new epoxy pavement markings

2) Location of Work

Throughout Nassau County roadways at various locations

3) Schedule

The contract shall be completed within twelve (12) months from the commencement of work date unless the County exceeds the original scope of work. In that event, the contract shall be extended to allow for 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. Nassau County will not allow any pavement marking installation from December 1 through March 31 unless prior approval is granted by the engineer. The request for a time extension by the contractor shall also be submitted to NYSDOT Construction for their concurrence.

4) Contractor Experience and Requirements

a. The nature of the work involved in this contract requires the Contractor to possess prior satisfactory experience in the removal and installation of pavement markings.

b. Prospective bidders must have at least three (3) years of satisfactory experience in the actual installation and maintenance of various types of pavement markings.

c. Prospective bidders must be trained by the material manufacturer or have experience in the handling and the installation of specific pavement markings proposed in this contract.

d. In addition to the requirements outlined in "Instruction to Bidders" of this contract, the low bidder shall be required to fill out an experience questionnaire by the County that will include the following questions:

- A list of all pavement markings contracts completed within the past three years.
- A list of sources of supply to secure the necessary materials
- A list of technical personnel who will be doing the necessary work

5) Standards

Standards and Specifications as defined in the 2009 edition of the *National Manual of Uniform Traffic Control Devices (National MUTCD),* the *New York State Supplement* to the *National MUTCD*, and the latest revised edition of New York State Department of Transportation Standards and Specifications are made part of this contract.

6) Recourse

This contract does not imply that the low bidder, following the award of this contract, has exclusive right or legal recourse to the County of Nassau for any other similar type contract, or any other contract 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, flagmen, arrow boards, cones, barricades, lighting, and their placement as required by the Short-Term Stationary operation as laid-out in NYSDOT Work Zone Traffic Control. The Contractor shall conform to directives by the County of Nassau. The Prime Contractor, through the Sponsor, shall submit to NYSDOT Construction for a review, the type of mounted light tower or its supplement (along with relevant specs) it proposes to use. This work is covered under item 619.24 – Nighttime Operations.

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. Notification shall be made to the Police and local Fire Department should any road be closed.

c. Maintenance and Protection of Traffic shall be paid for under a separate contract item.

d. The Contractor is responsible for any and all claims made by the general public related to the process of removing and installing pavement markings under this contract.

8) 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.

9) Hold Harmless

The obligation of the contractor to hold harmless and indemnify the County is absolute and shall not be dependent on the Contractor having received any actual notice from the County.

10) Engineer's Estimate

The quantities included on the Engineer's Estimate are intended to provide a general guide as to the work expected in this contract. The County reserves the right to increase, decrease or eliminate the quantity of each item actually provided under this contract (including transportation item).

11) 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.

12) Contract Administration and Inspection

The Department of Public works through the Division of Engineering, Traffic Engineering Unit will be the administrator of this contract and shall approve all

material to be installed, verify and approve all claim vouchers, and be responsible for providing all necessary inspections to verify compliance with the contract.

13) Funding

This Contract is funded under Capital Project 62153 and is eligible for Federal Aid reimbursement.

14) 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.

15) Notification

The Project Engineer, Mr. Richard Iadevaio, shall be notified by the Contractor at (516) 571-6824 at least 48 hours prior to start of work, in order that adequate arrangements can be made to insure the presence of a Nassau County inspector during the striping operation. No work shall be performed without the presence of a Nassau County representative and /or without the coordination of the project manager in special circumstances.

17) Working Hours

The Contractor shall be advised that the normal working hours for Nassau County Field Personnel is based on a eight (8) hour shift, 8am to 4:30pm. Any change in time shift must meet with the Department approval.

18) Federal Funding Eligible

The Contractor should be aware that this project is eligible for Federal Aid Reimbursement and that there are specific Federal and State requirements detailed in this contract text that must be adhered to. Therefore, procedures will conform to all Federal requirements for local Federal Aid projects, as well as New York State administered requirements to local governments.

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)
ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)

DESCRIPTION:

Under this work the contractor shall furnish and apply epoxy reflectorized pavement markings in accordance with these specifications, the Contract Documents, the NYSMUTCD, or as ordered by the Engineer. Items for Special Markings include stop bars and crosswalks.

Yield line symbols are isosceles triangles with height equaling 1.5 times the base dimension:
A small yield line symbol shall have a base dimension of one foot.
A large yield line symbol shall have a base dimension of two feet.
Yield line symbols are to be installed with the Apex of the triangle oriented towards oncoming traffic.

The epoxy marking material shall be hot-applied by spray methods onto bituminous and portland cement concrete pavement surfaces at the thickness and width shown on the Contract Documents. Following a simultaneous application of Standard Glass Beads (Type 2) and Wet/Night Visibility Beads (Type 1), the cured epoxy marking shall be an adherent reflectorized stripe that will provide wet night retro-reflectivity.

MATERIALS REQUIREMENTS:

Epoxy Paint	727-03
Glass Beads for Pavement Markings	727-05

Reflective Glass Spheres

Retro-reflective beads shall be a double drop system of glass spheres consisting of Standard Beads (Type 2) and Wet/Night Visibility Beads (Type 1) as defined in §727-05 Glass Beads for Pavement Markings.

EPOXY APPLICATING EQUIPMENT

In general, a mobile applicator shall be a truck mounted, self-contained pavement marking machine, specifically designed to apply epoxy resin materials and reflective glass spheres in continuous line patterns. The applicating equipment shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. In addition, the truck mounted unit shall be provided with accessories to allow for the marking of cross hatching and other special patterns as directed by the Engineer.

At any time throughout the duration of the project, the Contractor shall provide free access to his epoxy applicating equipment for inspection by the Engineer or his authorized representative.

The Engineer may approve the use of a portable applicator in lieu of mobile truck mounted accessories for use in applying special markings only, provided such equipment can demonstrate satisfactory application of reflectorized epoxy markings in accordance with these specifications.

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)
ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)

Mobile applicating equipment shall be capable of installing up to 19 miles of epoxy reflectorized pavement markings in an eight hour day and shall include the following features:

1. Individual tanks for the storage of Part A and Part B of the epoxy resin.

2. Individual tanks for the storage of Standard (Type 2) and Wet/Night Visibility (Type 1) glass spheres. Each tank shall have a minimum capacity of 3000 lbs.

3. Heating equipment of sufficient capacity to maintain the individual epoxy resin components at the manufacturer's recommended temperature for spray application.

4. Individual dispensers for the simultaneous application of Standard (Type 2) and Wet/Night Visibility (Type 1) glass spheres. Each dispenser shall be capable of applying spheres at a minimum rate of 10 lbs/gal of epoxy resin composition.

5. Metering devices or pressure gauges on the proportioning pumps, positioned to be readily visible to the Engineer.

6. All necessary spray equipment, mixers, compressors, and other appurtenances for the placement of epoxy reflectorized pavement markings in a simultaneous sequence of operations as described in Construction Details, D. Application of Epoxy Reflectorized Pavement Markings.

CONSTRUCTION DETAILS

A. General

All pavement markings shall be placed as shown on the Contract Documents and in accordance with the New York State, Manual of Uniform Traffic Control Devices (MUTCD).

Before any pavement marking work is begun, a schedule of operations shall be submitted for the approval of the Engineer.

At least five (5) days prior to starting striping, the Contractor shall provide the Engineer with the epoxy manufacturer's written instructions for use. These instructions shall include, but not be limited to, material mixing ratios and application temperatures.

When pavement markings are applied under traffic, the Contractor shall provide all necessary flags, markers, signs, etc. in accordance with the MUTCD to maintain and protect traffic, and to protect marking operations and the markings until thoroughly set.

The application of pavement markings shall be done in the general direction of traffic. Striping against the direction of traffic flow shall not be allowed.

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)
ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)

The Contractor shall be responsible for removing, to the satisfaction of the Engineer, all tracking marks, spilled epoxy, and epoxy markings applied in unauthorized areas.

When necessary the Contractor shall establish marking line points at 30 foot intervals throughout the length of the pavement or as directed by the Engineer.

B. Atmospheric Conditions

Epoxy pavement markings shall only be applied during conditions of dry weather and on substantially dry pavement surfaces. At the time of installation the pavement surface temperature shall be a minimum of 50°F and the ambient temperature shall be a minimum of 50°F and rising. The Engineer shall be the sole determiner as to when atmospheric conditions and pavement surface conditions are such to produce satisfactory results.

C. Surface Preparation

The Contractor shall clean the pavement and existing durable markings to the satisfaction of the Engineer.

Surface cleaning and preparation work shall be performed only in the area of the epoxy markings application.

At the time of application all pavement surfaces and existing durable markings shall be free of oil, dirt, dust, grease and similar foreign materials. The cost of cleaning these contaminants shall be included in the bid price of this item.

In addition, concrete curing compounds on new portland cement concrete surfaces and existing painted pavement markings on both concrete and bituminous pavement surfaces shall be cleaned and paid for in accordance with §635 Cleaning and Preparation of Pavement Surfaces for Pavement Markings.

D. Application of Epoxy Reflectorized Pavement Markings

Epoxy reflectorized pavement markings shall be placed at the width, thickness, and pattern designated in the Contract Documents.

Marking operations shall not begin until applicable surface preparation work is completed and approved by the Engineer, and the atmospheric conditions are acceptable to the Engineer.

Pavement markings shall be applied by the following simultaneous operation:

1. The pavement surface is air-blasted to remove dirt and residues.
2. The epoxy resin, mixed and heated in accordance with the manufacturer's

recommendations, is uniformly hot-sprayed onto the pavement surface at the minimum specified thickness.

3. Standard (Type 2) and Wet/Night Visibilty (Type 1) reflective glass spheres are injected into or dropped onto the liquid epoxy marking. Standard beads (Type 2) shall be applied first immediately followed by the application of Wet/Night Visibilty beads (Type 1). Each type shall be applied at a minimum rate of 10 lbs/gal of epoxy resin (minimum total application = 20 lbs/gal).

E. Defective Epoxy Pavement Markings

Epoxy reflectorized pavement markings, which after application and curing are determined by the Engineer to be defective and not in conformance with this specification, shall be repaired. Repair of defective markings shall be the responsibility of the Contractor and shall be performed to the satisfaction of the Engineer as follows:

1. Insufficient film thickness and line width; insufficient glass bead coverage or inadequate glass bead retention.

   Repair Method. Prepare the surface of the defective epoxy marking by grinding or blast cleaning. No other cleaning methods will be allowed. Surface preparation shall be performed to the extent that a substantial amount of the reflective glass spheres are removed and a roughened epoxy marking surface remains.

   Immediately after surface preparation remove loose particles and foreign debris by brooming or blasting with compressed air.

   Repair shall be made by restriping over the cleaned surface in accordance with the requirements of this specification and at the full thickness indicated on the Contract Documents.

2. Uncured or discolored epoxy*; insufficient bond (to pavement surface or existing durable marking).

   Repair Method. The defective epoxy marking shall be completely removed and cleaned to the underlying pavement surface in accordance with the requirements of Section 635 - Cleaning and Preparation of Pavement Surfaces, at the Contractor's expense.

   The extent of removal shall be the defective area plus any adjacent epoxy pavement marking material extending three feet in any direction.

   After surface preparation work is complete, repair shall be made by reapplying epoxy over the cleaned pavement surface in accordance with the requirements of this specification.

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)
ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)

*Uncured epoxy shall be defined as applied material that fails to cure (dry) in accordance with the requirements of §727-03 Epoxy Paint; or applied material that fails to cure (dry) within a reasonable time period under actual field conditions, as defined by the Engineer.

Discoloration shall be defined as localized areas or patches of brown, grayish or black colored epoxy marking material. These areas often occur in a cyclic pattern and often are not visible until several days or weeks after markings are applied.

Other defects not noted above, but determined by the Engineer to need repair, shall be repaired or replaced as directed by and to the satisfaction of the Engineer.

All work in conjunction with the repair or replacement of defective epoxy reflectorized pavement markings shall be performed by the Contractor at no additional cost to the State.

METHOD OF MEASUREMENT

Pavement striping (regular lines, cross hatching and special markings) will be measured in feet along the centerline of the pavement stripe and will be based on a 4 inch wide stripe. Measurement for striping with a width greater than the basic 4 inches, as shown on the plans or directed by the Engineer, will be made by the following method:

$$\frac{\text{Plan Width of Striping (inches)} \times \text{Feet}}{4 \text{ inches}}$$

BASIS OF PAYMENT

The accepted quantities of markings will be paid for at the contract unit price, which shall include the cost of furnishing all labor, materials and equipment to satisfactorily complete the work. The cost for maintaining and protecting traffic during the marking operations shall be included in the price bid. The cost of removal of concrete curing compounds and existing pavement markings will be paid under separate items and are not included in this item.

No payment will be made for the repair or replacement of defective epoxy reflectorized pavement markings.

PAY ITEM NO.	***DESCRIPTION***	***PAY UNIT***
685.07150110	White Epoxy Reflectorized Pavement Stripes – 15 mils	Foot

ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)

ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)

685.07150210	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Letters - 15 mils	Each
685.07150310	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Symbols – 15 mils	Each
685.07150410	(Wet Night Visibility Spheres) White Epoxy Reflectorized Cross Hatching -15 mils Thick	Foot
685.07150510	(Wet Night Visibility Spheres) White Epoxy Reflectorized Pavement Stripes (Special Markings) 15 mils Thick (Wet Night Visibility Spheres)	Foot
685.07150610	Yellow Epoxy Reflectorized Pavement Stripes – 15 mils (Wet Night Visibility Spheres)	Foot
685.07150710	Yellow Epoxy Reflectorized Pavement Stripes (Cross Hatching) 15 mils Thick (Wet Night Visibility Spheres)	Foot
685.07150810	White Epoxy Reflectorized Pavement Yield Line Symbols - Small - 15 mils (Wet Night Visibility Spheres)	Each
685.07150910	White Epoxy Reflectorized Pavement Yield Line Symbols - Large - 15 mils (Wet Night Visibility Spheres)	Each
685.07200110	White Epoxy Reflectorized Pavement Stripes – 20 mils (Wet Night Visibility Spheres)	Foot
685.07200210	White Epoxy Reflectorized Pavement Letters – 20 mils (Wet Night Visibility Spheres)	Each
685.07200310	White Epoxy Reflectorized Pavement Symbols – 20 mils (Wet Night Visibility Spheres)	Each
685.07200410	White Epoxy Reflectorized Pavement Stripes (Cross Hatching) 20 mils Thick (Wet Night Visibility Spheres)	Foot
685.07200510	White Epoxy Reflectorized Pavement Stripes (Special Markings) 20 mils Thick (Wet Night Visibility Spheres)	Foot

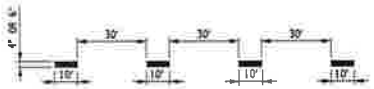
ITEM 685.0715XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 15 MILS THICK (WET NIGHT VISIBILITY SPHERES)

ITEM 685.0720XX10 - EPOXY REFLECTORIZED PAVEMENT MARKINGS 20 MILS THICK (WET NIGHT VISIBILITY SPHERES)

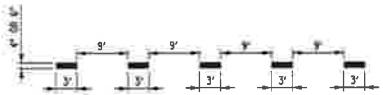
685.07200610	Yellow Epoxy Reflectorized Pavement Stripes – 20 mils (Wet Night Visibility Spheres)	Foot
685.07200710	Yellow Epoxy Reflectorized Pavement Stripes (Cross Hatching) 20 mils Thick (Wet Night Visibility Spheres)	Foot
685.07200810	White Epoxy Reflectorized Pavement Yield Line Symbols - Small - 20 mils (Wet Night Visibility Spheres)	Each
685.07200910	White Epoxy Reflectorized Pavement Yield Line Symbols - Large - 20 mils (Wet Night Visibility Spheres)	Each

STANDARD SHEETS , September 01, 2022

NORMAL LANE LINE (xLL)
NORMAL EDGE LINE (xEL)

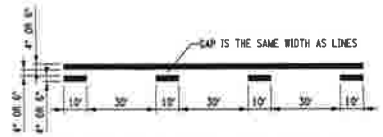


NORMAL BROKEN LANE LINE (xBLL)

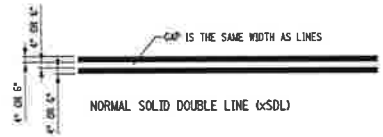


NORMAL DOTTED LANE LINE (xDLL)

NORMAL DOTTED EXTENSION LINE (xDEL)



NORMAL SOLID LINE AND NORMAL BROKEN LINE (ySBL)
(ONLY ALLOWED IN YELLOW)



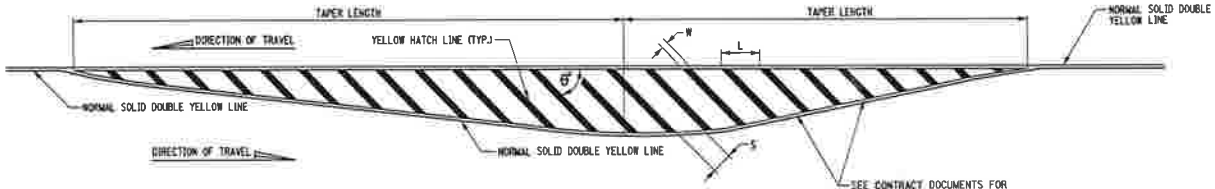
NORMAL SOLID DOUBLE LINE (xSDL)

PAVEMENT MARKING LINE NOTES:

L1. EDGE LINES ON ALL RURAL, HIGH SPEED HIGHWAY SEGMENTS WITH POSTED SPEEDS OF 45 MPH OR MORE SHALL BE 6". ALSO, NORMAL PAVEMENT MARKING LINES SHALL BE 6" ON FREEWAYS AND EXPRESSWAYS AND ON RAMPS TO AND FROM FREEWAYS AND EXPRESSWAYS, AND WHERE SPECIFIED IN THE CONTRACT DOCUMENTS. AT ALL OTHER LOCATIONS NORMAL PAVEMENT MARKING LINES SHALL BE 4". WIDE PAVEMENT MARKING LINES SHALL BE TWICE AS WIDE AS NORMAL LINES ON THE SAME HIGHWAY. CHANNELIZING LINES ARE THE SAME WIDTH AS WIDE LINES.

L2. PAVEMENT MARKING LINE CODES MAY BE SHOWN ON THE PLANS.
DESIGNATIONS:

"W"=WHITE "Y"=YELLOW "WIDE"=WIDE

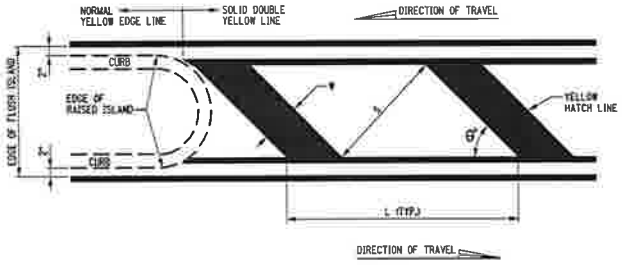


CROSS HATCHED ISLAND DETAIL
SHOWN FOR RADIUS TAPER
STRAIGHT TAPER STRIPING SIMILAR

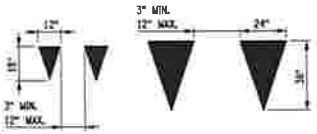
POSTED SPEED ≥ 45 MPH				
TYPE	W	θ°	S	L
A	1'	30°	3'	8'
B	1'	35°	3'	7'
C	2'	45°	6'	11'-4"

POSTED SPEED < 45 MPH				
TYPE	W	θ°	S	L
A	8"	30°	2'	5'-4"
B	1'	35°	3'	7'
C	2'	45°	6'	11'-4"

CROSS HATCH LINE DIMENSIONS
NOTE: TYPE SHALL BE AS PER PLAN. DEFAULT VALUE IS TYPE C UNLESS OTHERWISE SHOWN.



TYPICAL CROSS HATCH LINE DETAIL AT FLUSH OR RAISED ISLANDS AND AT MEDIAN AREAS



YIELD LINE MARKINGS
(EACH TRIANGLE PAID FOR SEPARATELY)

GENERAL PAVEMENT MARKING NOTES:

1. ALL PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THE MUTCD AND NYS SUPPLEMENT.
2. EDGE LINES SHALL BE YELLOW ON THE LEFT SIDE AND WHITE ON THE RIGHT SIDE IN THE DIRECTION OF TRAVEL UNLESS OTHERWISE SHOWN ON THE PLANS. IF THE CURB OFFSET IS LESS THAN 2'-0", NO EDGE LINE SHALL BE APPLIED ADJACENT TO CURBS UNLESS OTHERWISE SHOWN ON THE PLANS. EDGE LINES SHALL BE PROVIDED AT THE CURB ADJACENT TO RAISED ISLANDS (SEE DETAIL).
3. WHERE MARKINGS NORMALLY FOLLOW A PAVEMENT JOINT, SINGLE LINE MARKINGS SHALL BE PLACED ALONG ONE SIDE OF THE JOINT. DOUBLE LINE MARKINGS SHALL STRADDLE THE JOINT. LANE LINES ON ROADWAYS WHICH ARE MORE THAN TWO LANES WIDE AND HAVE LONGITUDINAL JOINTS BETWEEN ADJACENT LANES, SHALL BE PLACED ON THE SIDE OF THE JOINT WHICH WILL OBTAIN OPTIMUM LANE WIDTHS.

   AT THE JUNCTION OF SINGLE AND DOUBLE LINE MARKINGS WHICH FOLLOW A PAVEMENT JOINT, THE SINGLE LINE SHALL BE AN EXTENSION OF EITHER OF THE DOUBLE LINES AND NOT THE SPACE BETWEEN THEM. AT THE JUNCTION OF SINGLE AND DOUBLE LINE MARKINGS WHICH DO NOT FOLLOW A PAVEMENT JOINT, THE SINGLE LINE MAY BE ALIGNED WITH THE CENTER OF THE DOUBLE LINE MARKING OR WITH EITHER LINE OF THE DOUBLE LINE.
4. ALL DIMENSIONS AND THE PLACEMENT OF ARROWS, SYMBOLS, AND TEXT SHOWN ARE TYPICAL AND SHALL APPLY UNLESS OTHERWISE INDICATED IN THE CONTRACT DOCUMENTS.
5. THE REGIONAL TRAFFIC ENGINEER WILL REVIEW AND APPROVE ANY CHANGES TO THE PAVEMENT MARKING PLANS PRIOR TO FINAL INSTALLATION. CHANGES SHALL BE SUBMITTED TWO WEEKS PRIOR TO INSTALLATION.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT_MARKING_DETAILS
(SHEET 1 OF 9)

APPROVED AUGUST 21, 2018
/S/ ROBERT LIMOGES P.E.
DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EI 18-008

685-01

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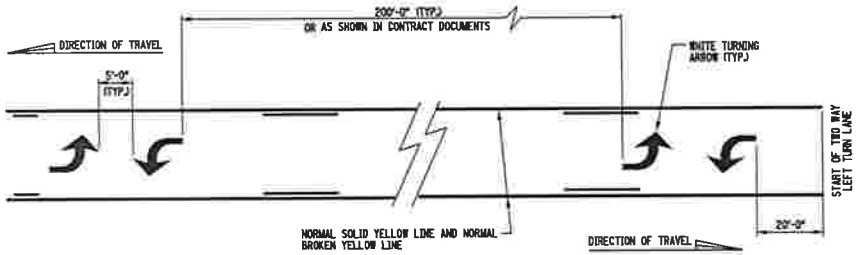
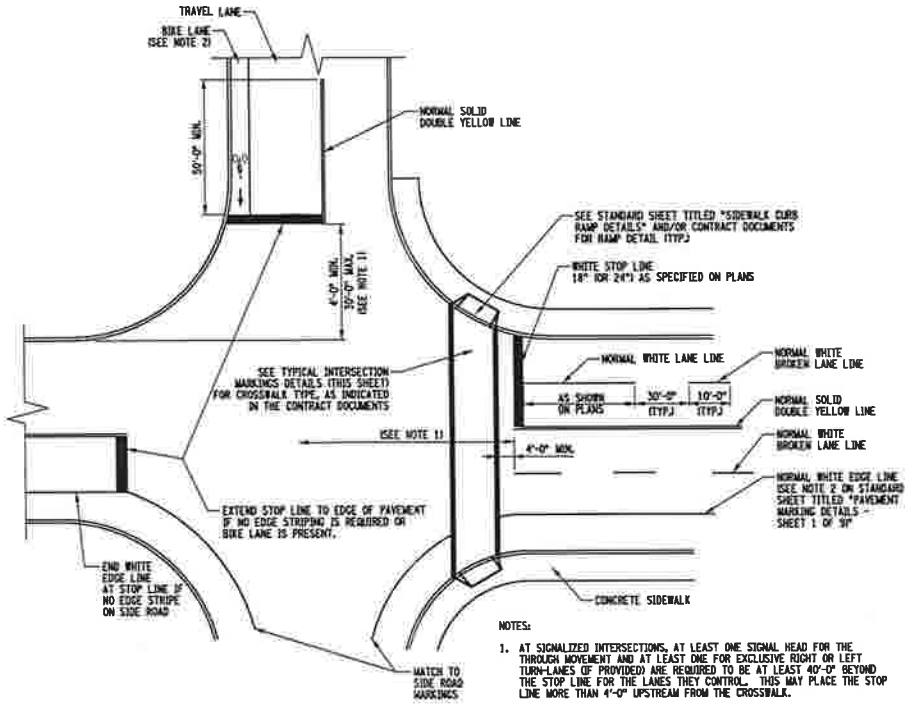


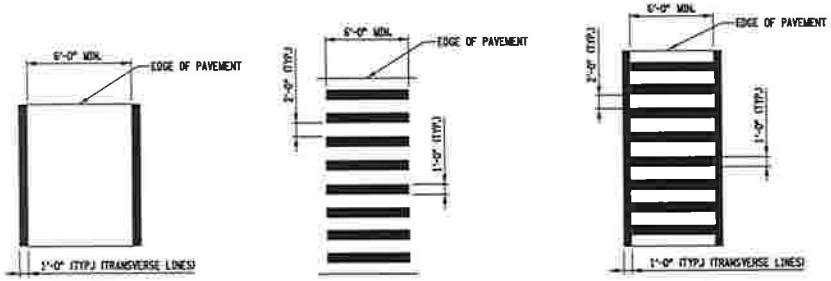
TWO-WAY LEFT TURN LANE DETAIL



TYPICAL INTERSECTION MARKINGS

NOTES:

1. AT SIGNALIZED INTERSECTIONS, AT LEAST ONE SIGNAL HEAD FOR THE THROUGH MOVEMENT AND AT LEAST ONE FOR EXCLUSIVE RIGHT OR LEFT TURN-LANES (IF PROVIDED) ARE REQUIRED TO BE AT LEAST 40'-0" BEYOND THE STOP LINE FOR THE LANES THEY CONTROL. THIS MAY PLACE THE STOP LINE MORE THAN 4'-0" UPSTREAM FROM THE CROSSWALK.
2. DISCONTINUE BIKE LANE MARKINGS AT LEAST 100'-0" BEFORE INTERSECTION IF NO MARKED BIKE LANE IS PRESENT DOWNSTREAM.



TYPICAL CROSSWALK DETAILS

NOTES:

1. ALL CROSSWALK MARKINGS SHALL BE WHITE.
2. TYPE "L" AND TYPE "LS" CROSSWALKS SHALL HAVE THE LONGITUDINAL LINES PARALLEL TO THE LANE LINES.

1. SEE STANDARD SHEET 685-01 (SHEET 1 OF 9) FOR LINE LAYOUT AND DIMENSIONS (EXCEPT AS NOTED).
2. REFER TO STANDARD SHEET 685-01 (SHEET 1 OF 9) FOR GENERAL NOTES.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS (SHEET 2 OF 9)

APPROVED SEPTEMBER 24, 2012	ISSUED UNDER EB 12-036
/S/ TODD B. WESTHUIS, P.E.	685-01
ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY	H62153-13GR

ERRATA 1 EFF. 05-01-2021
ISSUED WITH EB 21-005

Pavement Marking Improvements On C.R. 71N, 0754-23

STANDARD SHEETS, September 01, 2022

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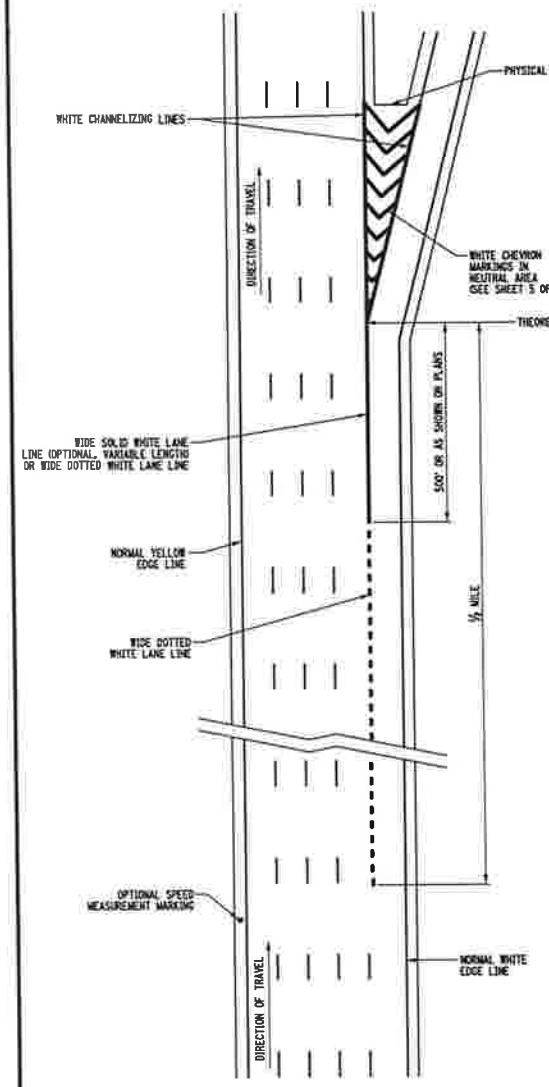
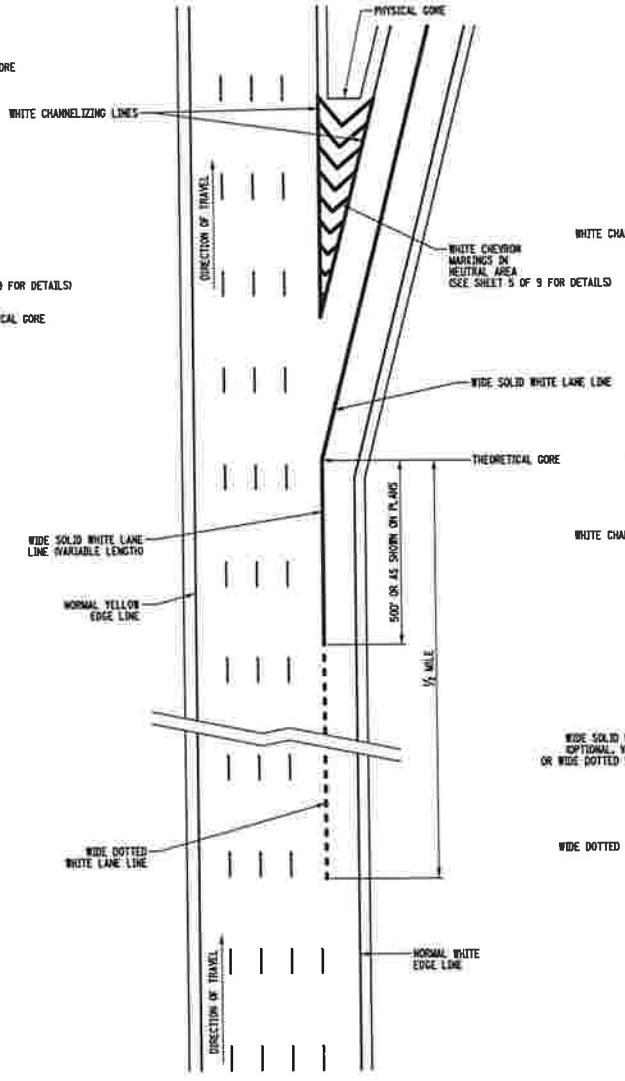
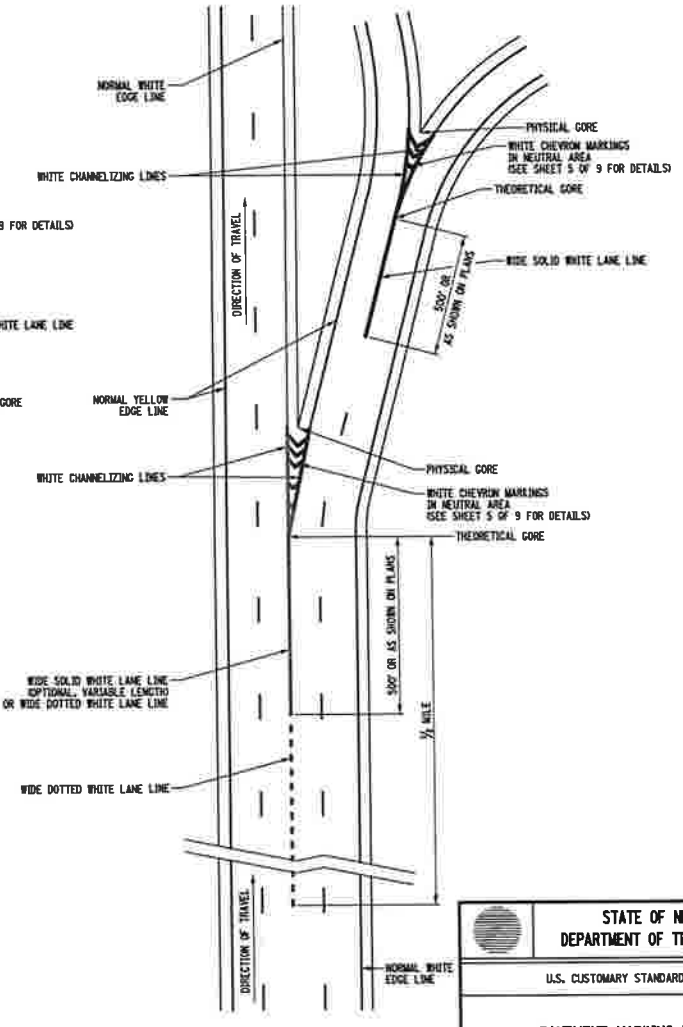


LANE DROP AT A SINGLE LANE EXIT RAMP



LANE DROP AT A MULTI-LANE EXIT RAMP WITH OPTION LANE



TWO-LANE DROP AT AN EXIT RAMP

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 3 OF 9)

APPROVED SEPTEMBER 24, 2012
/S/ TODD H. WESTHUIS, P.E.
ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 12-036

685-01

EFFECTIVE DATE: 05/02/2013

Pavement Marking Improvements On 10 PIN 0764.23

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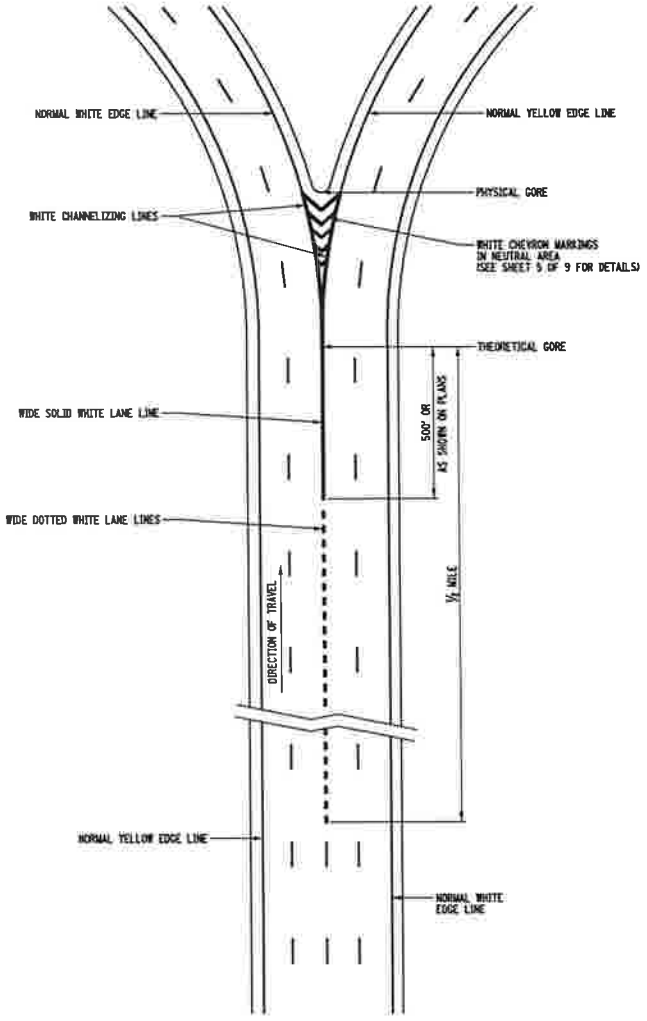
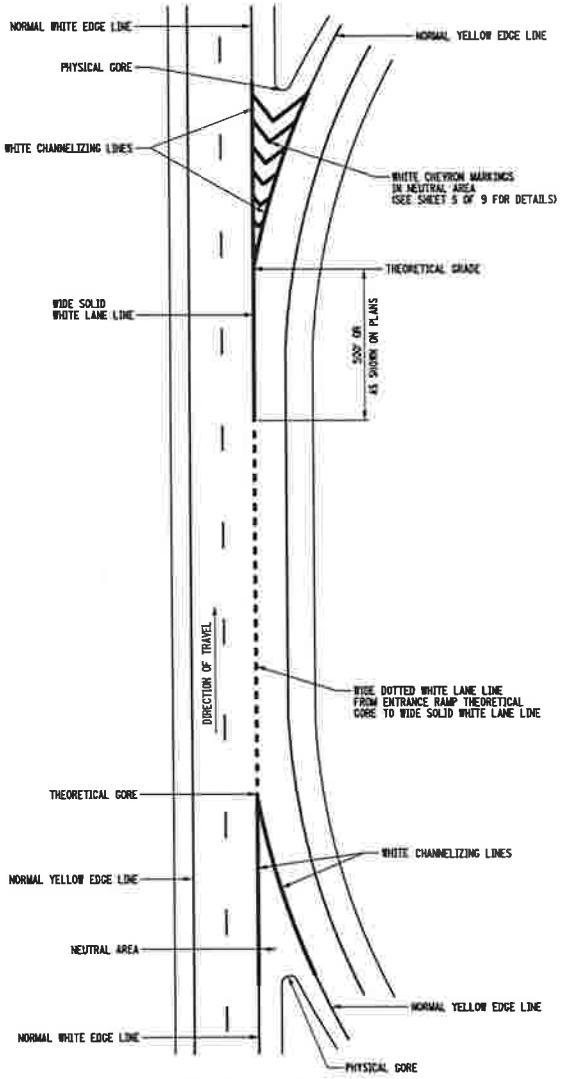
STANDARD SHEETS, September 01, 2022



ROUTE SPLIT WITH DEDICATED LANES



AUXILIARY LANE AT CLOSELY SPACED RAMPS

NOTE: USE THIS DETAIL WHERE DISTANCE FROM THEORETICAL GORE OF ENTRANCE RAMP TO THEORETICAL GORE OF EXIT RAMP IS LESS THAN OR EQUAL TO ¾ MILE.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 4 OF 9)

APPROVED SEPTEMBER 24, 2012
/S/ TODD B. WESTHUIS, P.E.
ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 12-036

685-01

EFFECTIVE DATE: 05/02/2013

Pavement Marking Improvements No. H62153-13GR

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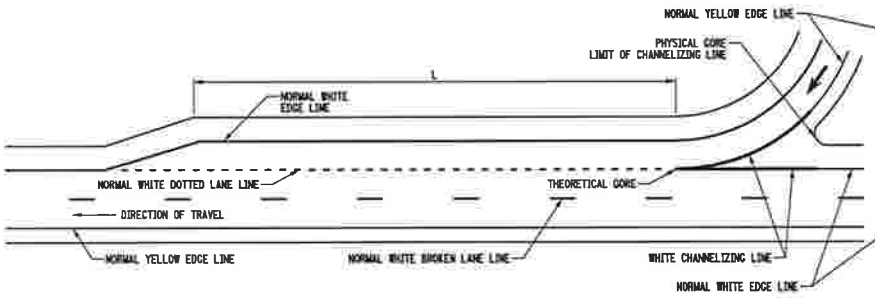
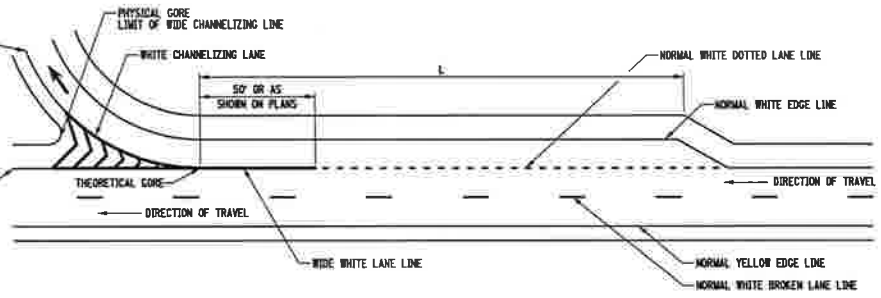
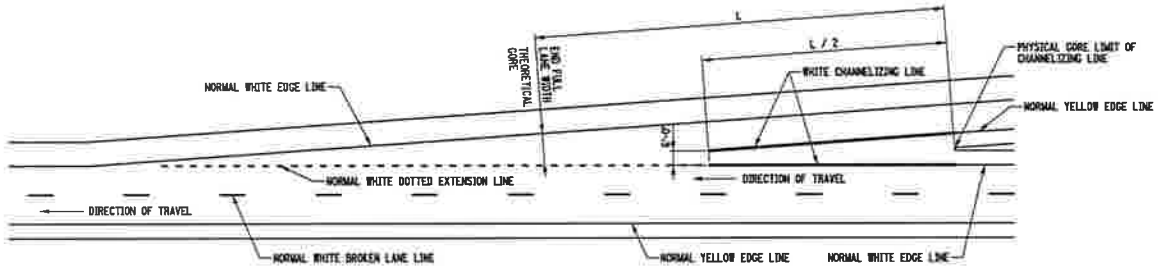


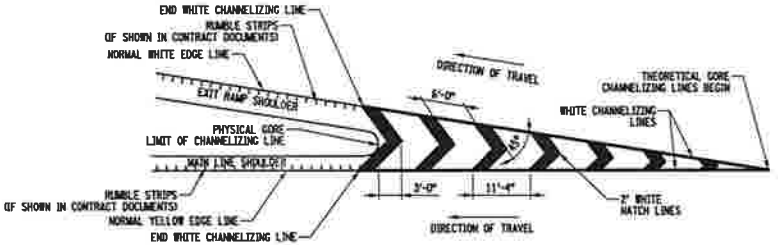
PARALLEL ACCELERATION LANE



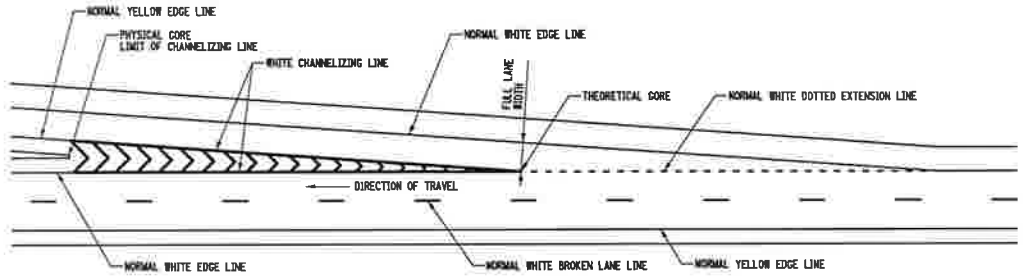
PARALLEL DECELERATION LANE



TAPERED ACCELERATION LANE



EXIT / DIVERGE
TYPICAL HATCH LINE AT GORE



TAPERED DECELERATION LANE

1. SEE STANDARD SHEET TITLED "PAVEMENT MARKING DETAILS - SHEET 1 OF 9" FOR LINE LAYOUT AND DIMENSIONS. (EXCEPT AS NOTED)
2. REFER TO STANDARD SHEET TITLED "PAVEMENT MARKING DETAILS - SHEET 1 OF 9" FOR GENERAL NOTES.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 5 OF 9)

APPROVED SEPTEMBER 24, 2012
/S/ TODD B. WESTHUIS, P.E.
ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY

ISSUED UNDER EB 12-036

685-01

EFFECTIVE DATE: 05/02/2013

Project No. H62153-13GR

STANDARD SHEETS , September 01, 2022
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STANDARD SHEETS , September 01, 2022

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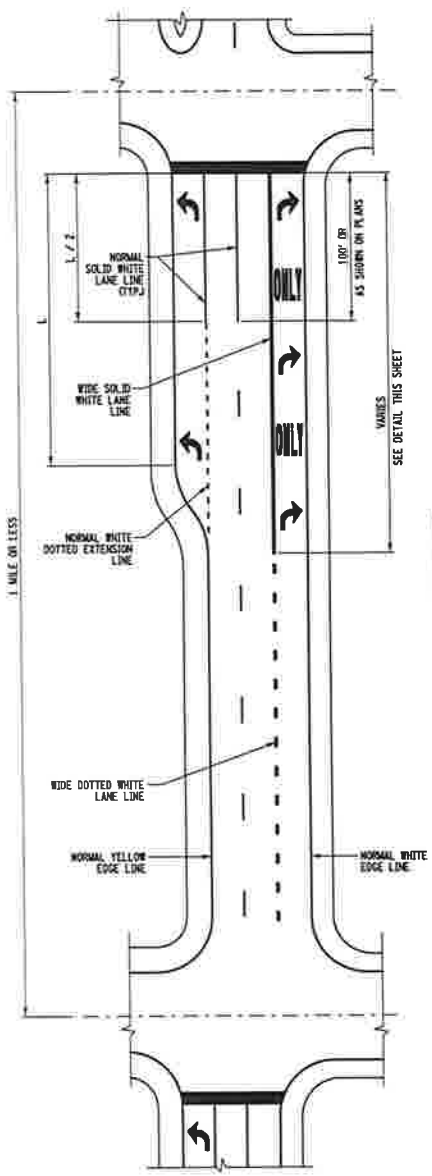
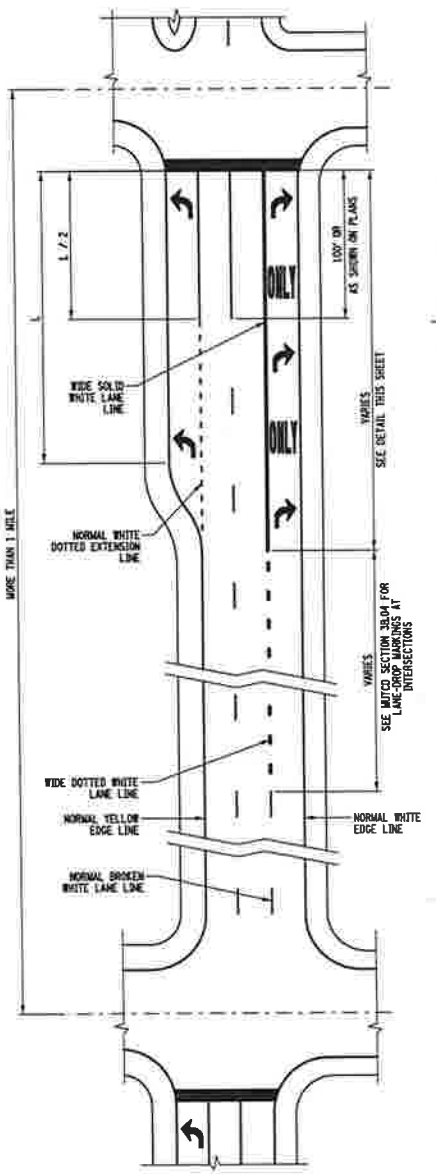
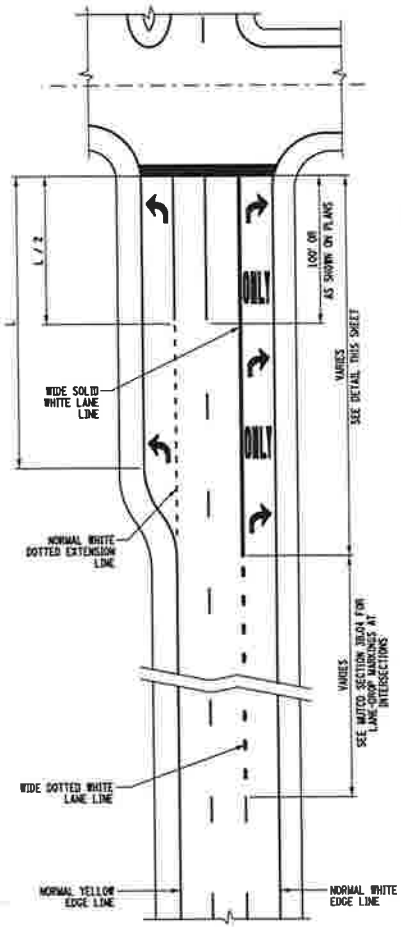


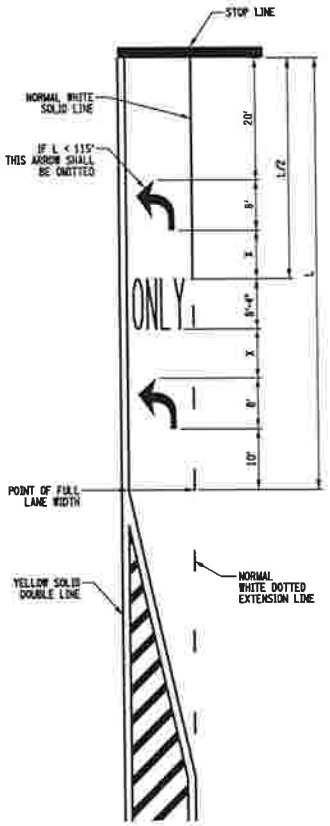
AUXILIARY LANE BETWEEN INTERSECTIONS
LESS THAN OR EQUAL TO 1 MILE APART



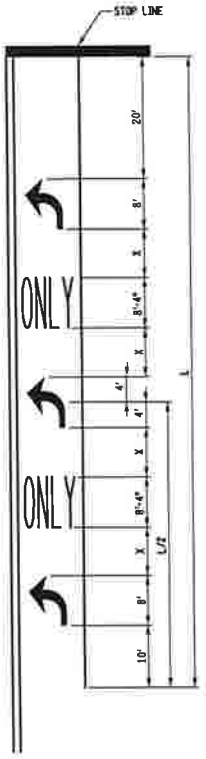
AUXILIARY LANE BETWEEN INTERSECTIONS
GREATER THAN 1 MILE APART



LANE DROP AT INTERSECTION



LANE USE ARROW PLACEMENT
L ≤ 200'



LANE USE ARROW PLACEMENT
200' < L ≤ 400'

SYMBOL SPACING NOTES:

S1. SPACING BETWEEN ARROWS AND "ONLY" CO IS 32' MIN. AND 80' MAX. LOWER SPEED ROADS SHOULD HAVE CLOSER SPACING THAN HIGHER SPEED ROADS.

S2. IF L < 75' OR L > 400', REFER TO CONTRACT DOCUMENTS OR REGIONAL TRAFFIC SAFETY AND MOBILITY GROUP FOR GUIDANCE ON SPACING OF ARROWS AND "ONLY".

S3. ON AN UNCONTROLLED APPROACH (NO STOP SIGN, YIELD SIGN, OR TRAFFIC SIGNAL) OMIT STOP LINE.

S4. IF INTERSECTION LANE CONTROL SIGNS (EG. R3-5) ARE NOT PROVIDED FOR THE LANE, THE "ONLY" MARKINGS SHALL BE DELETED.

S5. ARROWS AND "ONLY" TO BE CENTERED IN THE LANE.

STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 6 OF 9)

ERRATA 1 EFF. 01/09/2014
ISSUED WITH EB 13-042

EFFECTIVE DATE: 05/02/2013

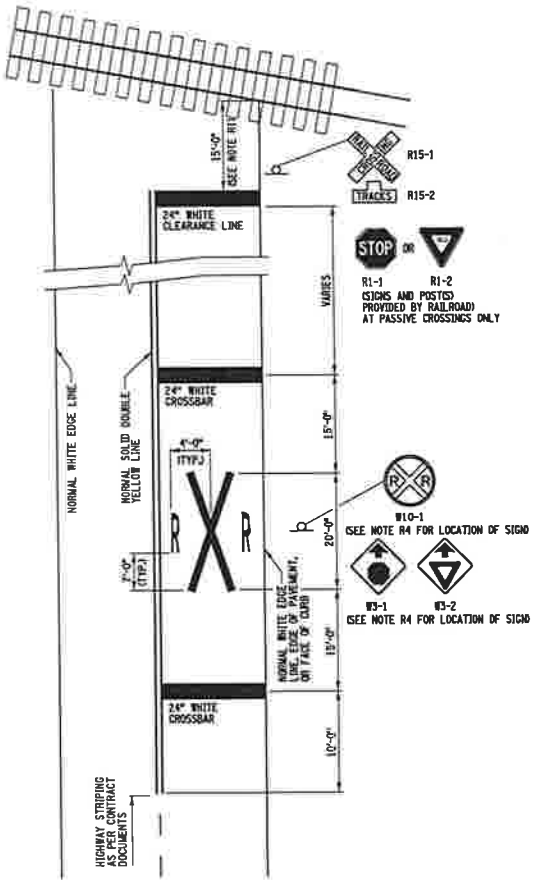
APPROVED: OCTOBER 23, 2013
/S/ TODD B. WESTHUIS, P.E.
DEPUTY CHIEF ENGINEER, TRAFFIC SAFETY AND MOBILITY DIVISION

ISSUED UNDER EB 12-036

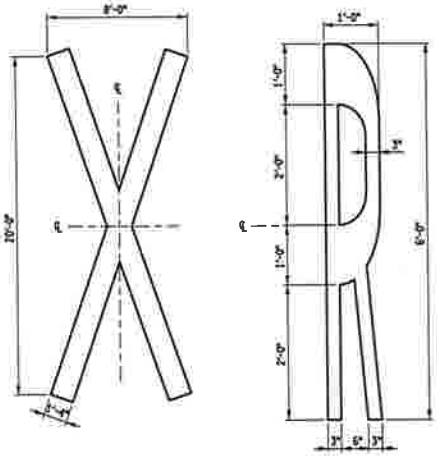
685-01

Nassau County DPW

Pavement Marking Improvements on I-495 TIN 0754.00 H62153-13GR

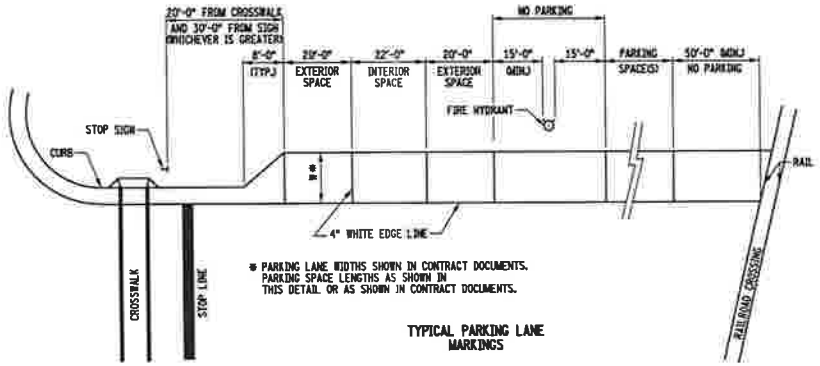


RAILROAD GRADE CROSSING MARKINGS AND LAYOUT PLAN



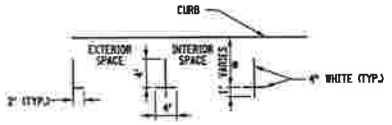
(PAID AS 159' LINAR FEET) (PAID AS ONE SYMBOL)

RAILROAD GRADE CROSSING



* PARKING LANE WIDTHS SHOWN IN CONTRACT DOCUMENTS. PARKING SPACE LENGTHS AS SHOWN IN THIS DETAIL OR AS SHOWN IN CONTRACT DOCUMENTS.

TYPICAL PARKING LANE MARKINGS



ALTERNATE PARKING LANE MARKINGS (NO EDGE LINE) (NOT TO SCALE)

RAILROAD GRADE CROSSING NOTES:

R1. WHERE THERE IS NO RAILROAD CROSSING GATE, THE CLEARANCE LINE SHOULD BE PERPENDICULAR TO THE ROADWAY, AND 15'-0" FROM THE NEAREST RAIL AT ITS CLOSEST POINT. WHERE THERE IS A GATE, THE CLEARANCE LINE SHOULD BE PARALLEL TO THE GATE IN ITS LOWERED POSITION, AND EITHER 15'-0" FROM THE NEAREST RAIL OR 8'-0" FROM THE GATE, WHICHEVER PLACES THE LINE FURTHER FROM THE CROSSING.

R2. ON A MULTI-LANE APPROACH, THE CLEARANCE LINE AND CROSSBARS SHALL EXTEND ACROSS ALL LANES, AND A "RXR" SYMBOL SHALL BE PLACED IN EACH LANE.

R3. REFER TO STANDARD SHEET TITLED "PAVEMENT MARKING DETAILS - SHEET 1 OF 9" FOR GENERAL NOTES.

R4. IF A W3-1 OR W3-2 SIGN IS NOT REQUIRED IN ADVANCE OF THE GRADE CROSSING, THE W10-1 SHALL BE LOCATED IN ACCORDANCE WITH TABLE NY2C-4. IF A W3-1 OR W3-2 SIGN IS REQUIRED IN ADVANCE OF A GRADE CROSSING, IT SHALL BE LOCATED IN ACCORDANCE WITH TABLE NY2C-4 AND THE W10-1 SIGN SHALL BE LOCATED APPROXIMATELY 200'-0" IN ADVANCE OF THE W3-1 OR W3-2 SIGN.

R5. A PORTION OF THE "RXR" MARKING MUST BE OPPOSITE THE W10-1 SIGN. 24" WHITE CROSS BARS ARE PLACED IN RELATION TO "RXR" MARKING. THE DISTANCE TO CLEARANCE LINE WILL VARY.

R6. NORMAL SOLID DOUBLE YELLOW LINE TO BEGIN A MINIMUM OF 10'-0" UPSTREAM OF FIRST 24" WHITE CROSS BAR.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS (SHEET 7 OF 9)

ERRATA 3 EFF. 05/01/2021 ISSUED WITH EB 21-006	APPROVED SEPTEMBER 24, 2012	ISSUED UNDER EB 12-036
ERRATA 2 EFF. 01/01/2020 ISSUED WITH EB 19-041	/S/ TODD B. WESTHUIS, P.E.	685-01
ERRATA 1 EFF. 01/01/2018 ISSUED WITH EB 17-041	ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY	Drawing No H62153-13GR

STANDARD SHEETS , September 01, 2022
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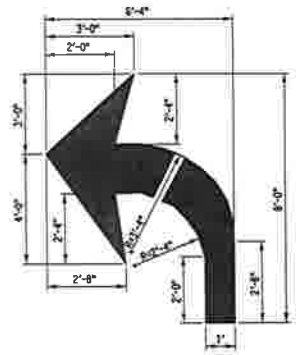
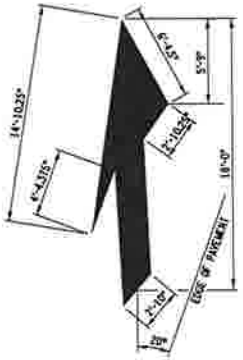
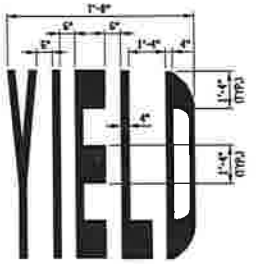
Nassau County DPW



TURNING ARROW
(PAID AS ONE SYMBOL)

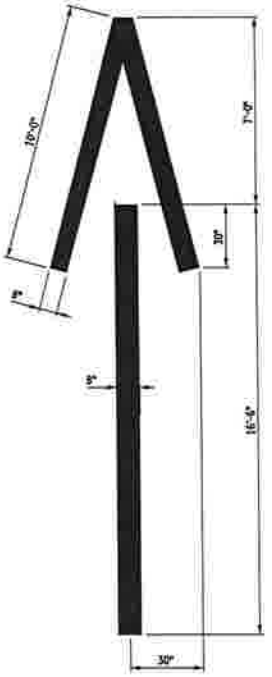


LANE REDUCTION ARROW
(PAID AS ONE SYMBOL)

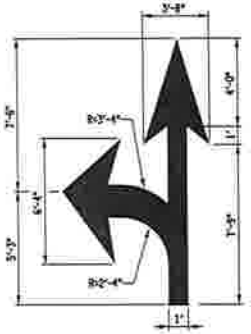


"YIELD" LETTERS
SEE NOTE
(PAID AS FIVE LETTERS)

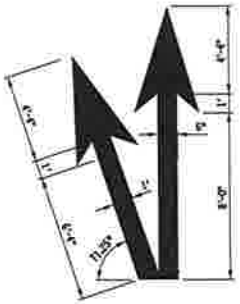
HANDICAPPED PARKING SYMBOL
(PAID AS ONE SYMBOL)



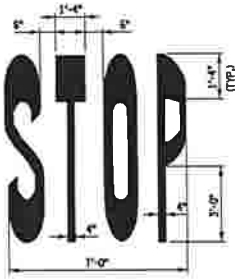
RAMP ARROW
(PAID AS 74 LINEAR FEET)



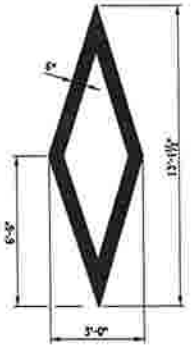
TURNING/STRAIGHT ARROW
FOR SHARED LANE
(PAID AS ONE SYMBOL)



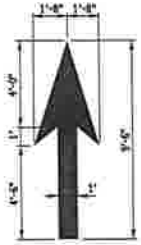
DIVERGE ARROW
(PAID AS ONE SYMBOL)



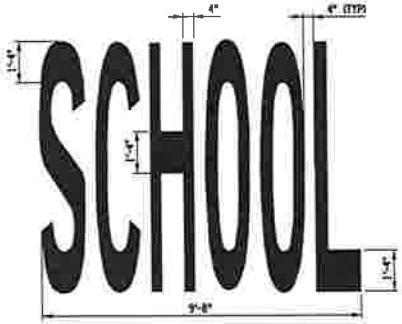
"STOP" LETTERS
SEE NOTE
(PAID AS FOUR LETTERS)



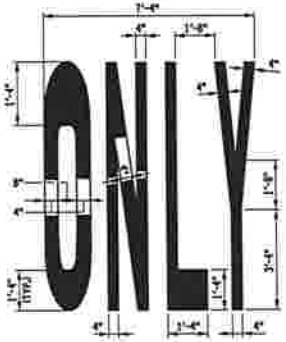
PREFERENTIAL LANE SYMBOL
(PAID AS 33 LINEAR FEET)



STRAIGHT ARROW
(PAID AS ONE SYMBOL)



"SCHOOL" LETTERS
SEE NOTE
(PAID AS SIX LETTERS)



"ONLY" LETTERS
SEE NOTE
(PAID AS FOUR LETTERS)

NOTES:

UNLESS OTHERWISE SHOWN:
LETTER HEIGHT = 8'-4"
LETTER WIDTH = 1'-4"
SPACING = 8"
USE EQUAL SPACING BETWEEN LETTERS AND CENTER ENTIRE SYMBOL IN LANE)

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT MARKING DETAILS
(SHEET 8 OF 9)

ERRATA 3 EFF. 05/01/2021 ISSUED WITH EB 21-006	APPROVED SEPTEMBER 24, 2012	ISSUED UNDER EB 12-036
ERRATA 2 EFF. 01/01/2020 ISSUED WITH EB 19-041	/S/ TODD B. WESTHUIS, P.E.	
ERRATA 1 EFF. 01/01/2018 ISSUED WITH EB 17-041	ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY	Standard No. 685-01 H62153-13GR

STANDARD SHEETS , September 01, 2022

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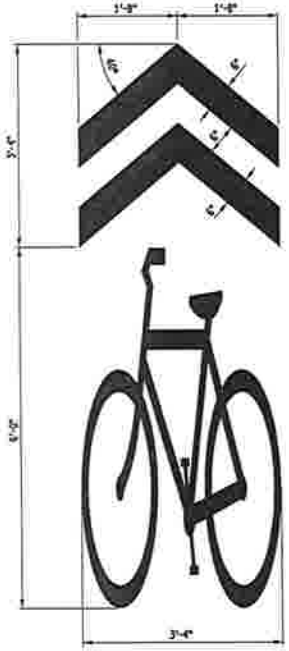
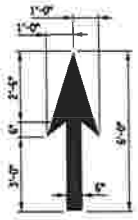
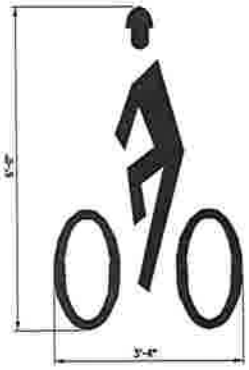


SHARED LANE USE MARKING DETAIL
(CHEVRON PAID AS 14 LINEAR FEET)
(BICYCLE PAID AS ONE SYMBOL)

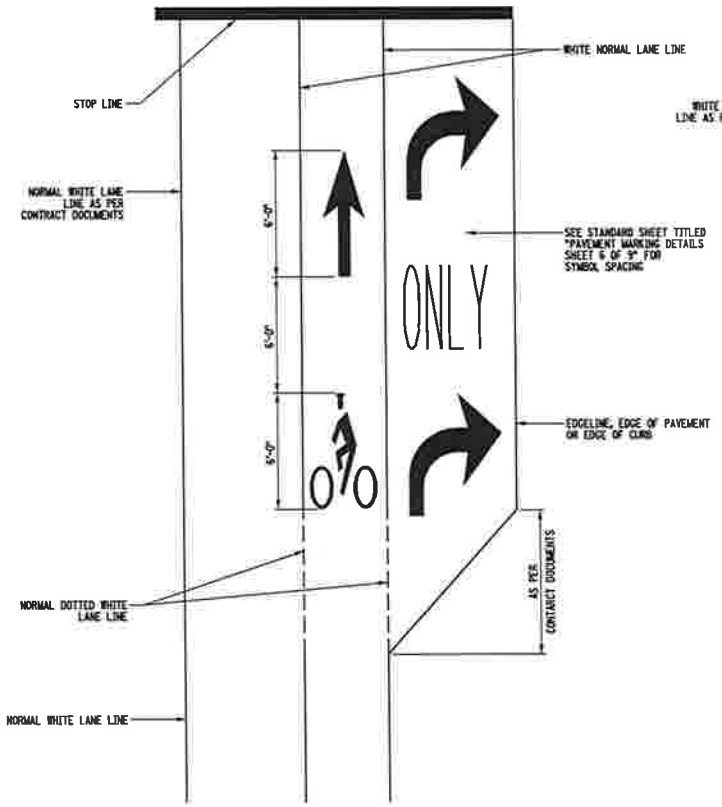


BICYCLE ARROW

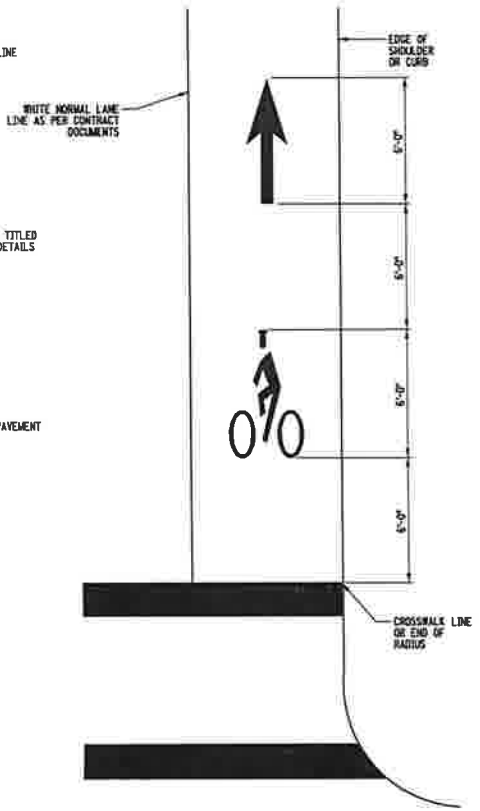
BICYCLE DETECTOR MARKER
(BICYCLE AND ARROW COMBINATION PAID AS ONE SYMBOL)



BICYCLE SYMBOL
(PAID AS ONE SYMBOL)



BICYCLE LANE MARKING
ADJACENT TO RIGHT TURN LANE



BICYCLE LANE MARKING

BICYCLE LANE MARKING NOTES:

B1. CENTER SYMBOL IN BICYCLE LANE OR SHOULDER.

B2. PLACE BICYCLE LANE ARROW AND SYMBOL DOWNSTREAM OF MAJOR OR SIGNALIZED INTERSECTIONS.

- PLACE BICYCLE SYMBOL AT 1320'-0" SPACING ALONG BICYCLE LANE OR AS INDICATED IN THE CONTRACT DOCUMENTS.
- PLACE BICYCLE LANE ARROW AND SYMBOL 200'-0" UPSTREAM OF MAJOR OR SIGNALIZED INTERSECTIONS.

B3. MARKINGS AS PER THE DIRECTIONS OF THE REGIONAL OFFICE OF TRAFFIC SAFETY AND MOBILITY GROUP OR AS PER PLAN. SIGNS SHALL BE USED WITH THE BICYCLE LANE.

ERRATA 4 EFF. 09-01-2022 ISSUED WITH EB 22-037
ERRATA 3 EFF. 05-01-2021 ISSUED WITH EB 21-006
ERRATA 2 EFF. 01-01-2020 ISSUED WITH EB 19-041
ERRATA 1 EFF. 01-01-2018 ISSUED WITH EB 17-041

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

PAVEMENT_MARKING_DETAILS
(SHEET 9 OF 9)

APPROVED SEPTEMBER 24, 2012	ISSUED UNDER EB 12-036
/S/ TODD B. WESTHUIS, P.E.	685-01
ACTING DIRECTOR, OFFICE OF TRAFFIC SAFETY AND MOBILITY	Drawing No. H62153-13GR

Pavement Marking Improvements On CR 6 PW-0724-22

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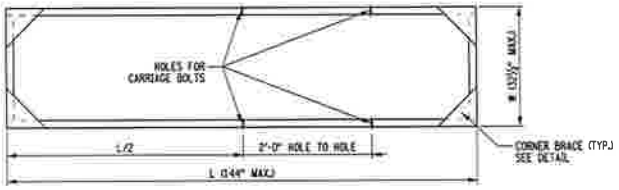
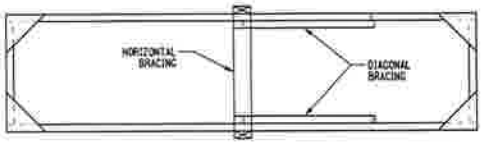
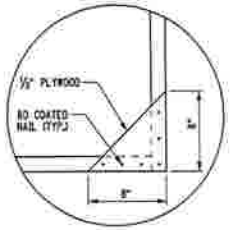
USC SEPTEMBER 01, 2022



BOTTOM FRAME
TOP VIEW



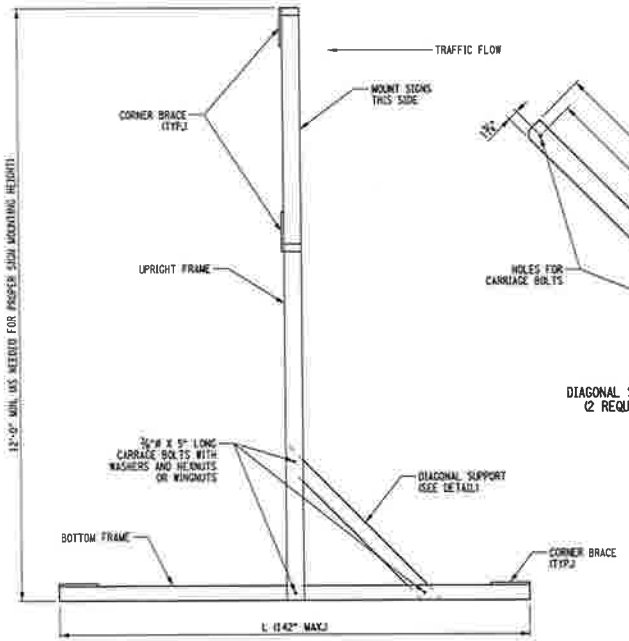
TEMPORARY WOODEN SIGN STAND
TOP VIEW



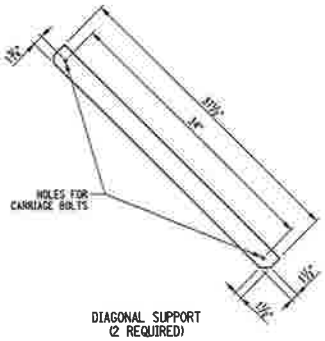
CORNER BRACE DETAIL
(TO BE USED ON UPRIGHT AND BOTTOM FRAMES)

NOTES:

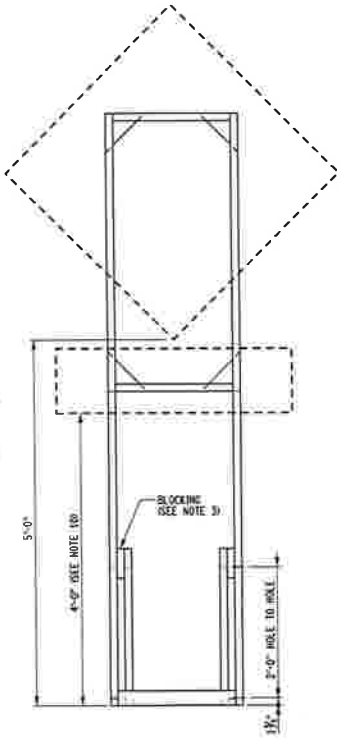
1. ALL LUMBER SHALL BE 2 X 4 DIMENSIONAL LUMBER. CONNECT FRAME MEMBERS WITH 2 EACH 12D COATED NAILS.
2. ALL HOLES SHALL BE DRILLED IN CENTERLINE OF FRAME MEMBERS AND DIAGONAL BRACES.
3. 6" BLOCK SPACER MAY BE USED BETWEEN DIAGONAL BRACE AND VERTICAL SUPPORT.
4. CONNECT FRAME CORNER BRACES TO FRAME MEMBERS WITH 6 EACH - 8D COATED NAILS. (3 NAILS INTO EACH FRAME MEMBER).
5. UPRIGHT FRAME MOUNTS ON THE OUTSIDE OF THE BOTTOM FRAME.
6. PAINT SIGN SUPPORT WITH 2 COATS OF WHITE PAINT.
7. DIAGONAL SUPPORTS MOUNT INSIDE BOTH UPRIGHT AND BOTTOM FRAMES. ALL UPRIGHT DIAGONAL BRACING SHALL BE SLOPED SUCH THAT BRACING COLLAPSES DOWNWARD UPON IMPACT BY A VEHICLE.
8. A SINGLE LAYER OF BALLAST PLACED ON THE BOTTOM FRAME MAY BE USED TO PREVENT SIGNS FROM TIPPING OVER FROM WIND AND VEHICLE GUSTS.
9. NO HORIZONTAL BRACING ALLOWED BETWEEN 2' AND 5' ON UPRIGHT VERTICALS, MEASURED FROM THE BOTTOM OF THE SKID BASE.
10. 5' MINIMUM SIGN MOUNTING HEIGHT, MEASURED FROM THE BOTTOM OF THE SKID BASE TO THE BOTTOM OF THE SIGN. VERTICAL SUPPORTS SHALL BE TALL ENOUGH TO ALLOW FOR HIGHER MOUNTING HEIGHTS FOR THOSE LOCATIONS REQUIRED BY THE MUTCD (I.E. SIDEWALKS, ROADSIDE PARKING AND EMBANKMENTS).
11. CONNECTIONS ALLOW FOR THE FOLDING, TRANSPORT AND STORAGE OF THE SUPPORT. WHEN FOLDED IN THE DOWN POSITION WITHIN THE CLEAR ZONE, THE MAXIMUM ASSEMBLY HEIGHT SHALL NOT EXCEED 4". SIMILAR NON-FOLDING SUPPORTS SHALL BE STORED OUTSIDE THE CLEAR ZONE OR BEHIND A BARRIER.
12. L = LENGTH OF BOTTOM FRAME.
    W = WIDTH OF BOTTOM FRAME.



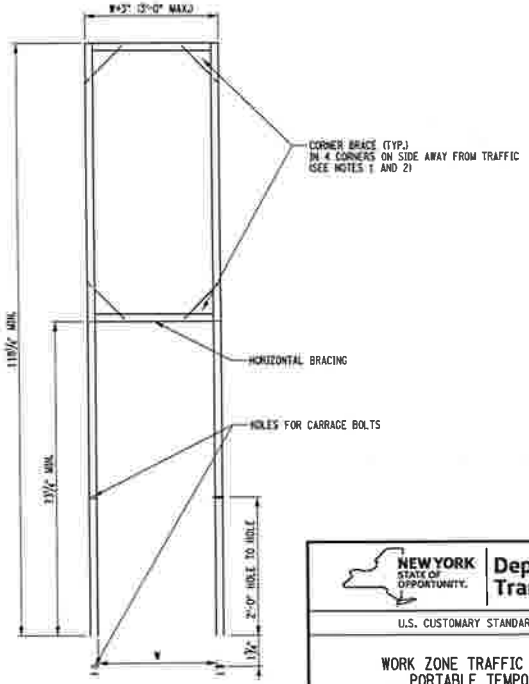
TEMPORARY WOODEN SIGN STAND
SIDE VIEW



DIAGONAL SUPPORT
(2 REQUIRED)



TEMPORARY WOODEN SIGN STAND
FRONT VIEW



UPRIGHT FRAME
FRONT VIEW

NEW YORK STATE OF OPPORTUNITY. **Department of Transportation**

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL PORTABLE TEMPORARY WOODEN SIGN SUPPORT

APPROVED DECEMBER 2, 2021
Robert Limoges
ROBERT LIMOGES, PE
DIRECTOR, OTSM

ISSUED UNDER EI 21-028

619-004

Contract No. H62153-13GR

FILE NAME = 619-004.dgn
DATE/TIME = 8/31/2021 14:31
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GENERAL NOTES

1. THE TYPICAL DETAILS DEPICTED ON THE STANDARD SHEETS AND IN THE MUTCD, REFLECT THE MINIMUM REQUIREMENTS.

2. PROPOSED REVISIONS TO THE TRAFFIC CONTROL PLAN SHALL BE PROVIDED, IN WRITING, TO THE DOT ENGINEER FOR REVIEW AND APPROVAL BY THE REGIONAL DIRECTOR OR HIS/HER DESIGNEE FIVE (5) WORK DAYS PRIOR TO THE PLANNED IMPLEMENTATION OF SUCH PROPOSED REVISIONS, EXCEPT FOR CHANGES THAT ALTER THE SCOPE OF THE TRAFFIC CONTROL PLAN. SUCH CHANGES IN SCOPE MUST BE SUBMITTED TO THE ENGINEER FOR APPROVAL BY THE REGIONAL DIRECTOR OR HIS/HER DESIGNEE THIRTY (30) WORKING DAYS PRIOR TO IMPLEMENTATION OF SUCH REVISIONS.

3. THE NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF STAFF WHO ARE AUTHORIZED TO SECURE LABOR, MATERIALS, AND EQUIPMENT FOR EMERGENCY REPAIRS OUTSIDE NORMAL WORKING HOURS SHALL BE PROVIDED, IN WRITING, TO THE DOT ENGINEER. THE ENGINEER WILL PROVIDE THE SUBMITTED INFORMATION TO REGIONAL MANAGEMENT, THE NEW YORK STATE POLICE, THE RESIDENT ENGINEER, AND THE LOCAL POLICE.

4. STANDARD SHEET 619-503 MAY BE USED FOR AN OFFSITE DETOUR SETUP FOR BOTH LONG TERM AND SHORT TERM WORK DURATIONS.

5. FOLLOW REGIONAL HIGH-VOLUME RESTRICTIONS. CONSULT WITH DOT ENGINEER IF EXCEPTION NEEDED.

6. PLAN AHEAD TO AVOID CONFLICTING WORK ZONES. CHECK FOR CONSTRUCTION PROJECTS, CLOSURES, & RESTRICTIONS AT WWW.511NY.ORG, WWW.DOT.NY.GOV/PROJECTS, AND WITH DOT ENGINEER.

7. DOCUMENT AND REPORT WORK ZONE INCIDENTS USING EITHER THE DEPARTMENT'S WORK ZONE INCIDENT FORM, OR THE CONSTRUCTION INCIDENT REPORTING SYSTEM, AS APPROPRIATE.

8. CONSIDER CLOSURE WIDTH & CLEAR WIDTH FOR WIDE VEHICLES ON WIDE LOAD ROUTES.

ACTIVITY AREA

1. A 500' MINIMUM LONGITUDINAL DISTANCE SHALL BE MAINTAINED BETWEEN CONSTRUCTION OPERATIONS ON ALTERNATE SIDES OF THE ROADWAY, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

2. WHEN TWO OR MORE AREAS ARE ADJACENT, OVERLAP, OR ARE IN CLOSE PROXIMITY, THE CONTRACTOR SHALL ENSURE THERE ARE NO CONFLICTING SIGNS AND THAT LANE CONTINUITY IS MAINTAINED THROUGHOUT ALL WORK AREAS.

SIGNS

1. THE LOCATIONS OF THE SIGNS SHOWN ON THE WORK ZONE TRAFFIC CONTROL PLANS AND DETAILS MAY BE ADJUSTED BASED ON SIGHT DISTANCE AND OTHER CONSIDERATIONS. THE FINAL LOCATIONS OF SIGNS ARE SUBJECT TO APPROVAL OF THE ENGINEER.

2. FOR LONG TERM WORK DURATIONS, ANY EXISTING SIGNS, INCLUDING OVERHEAD SIGNS, WHICH CONFLICT WITH THE TEMPORARY TRAFFIC CONTROL SIGN LAYOUT SHALL BE COVERED, REMOVED, STORED OR RESET, AS APPROVED BY THE ENGINEER. ALL APPROPRIATE EXISTING SIGNS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AND/OR LOCATION UNLESS OTHERWISE REPLACED IN THIS CONTRACT.

3. SIGNS AT OR NEAR INTERSECTIONS SHALL BE PLACED SO THAT THEY DO NOT OBSTRUCT A MOTORIST'S LINE OF SIGHT.

4. SIGNS MOUNTED ON THE MEDIAN OF DIVIDED HIGHWAYS WHERE MEDIAN BARRIER IS IN PLACE MAY BE MOUNTED ON THE BARRIER WITH A SADDLE TYPE BRACKET OR OMMITED WITH THE APPROVAL OF THE DOT ENGINEER. LAYING THE SIGN DOWN IN A HORIZONTAL POSITION IS NOT PERMITTED.

5. THE DIMENSIONS OF WORK ZONE TRAFFIC CONTROL SIGNS ARE DESCRIBED IN THE MUTCD. ANY CHANGES TO THE DIMENSIONS SHALL BE APPROVED BY THE REGIONAL DIRECTOR OR BY HIS/HER DESIGNEE.

6. NYR9-12 SHALL BE USED IN PLACE OF NYR9-11 WHEN A REDUCED REGULATORY SPEED LIMIT SIGN IS AUTHORIZED.

7. RIGID AND FLEXIBLE "ROLL-UP" SIGNS MAY BE USED FOR MOBILE, SHORT DURATION AND SHORT-TERM STATIONARY WORK. RIGID SIGNS MUST BE MOUNTED AT LEAST 5 FEET ABOVE GRADE (7 FEET WHERE THERE ARE PEDESTRIANS OR PARKED CARS). FLEXIBLE SIGNS SHALL BE MOUNTED AT LEAST ONE FOOT ABOVE GRADE. MESH SIGNS SHALL NOT BE USED. USE RETRO REFLECTORIZED RIGID SIGNS FOR NIGHTTIME WORK.

CHANNELIZING DEVICES

1. WHERE POSSIBLE ALL CHANNELIZING AND GUIDING DEVICES ARE TO BE PLACED SO AS TO PROVIDE A MINIMUM 2' LATERAL CLEARANCE TO THE TRAVELED WAY.

PUBLIC ACCESS

1. PROPERTY OWNERS WHOSE DRIVEWAYS WILL BE MADE INACCESSIBLE SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO RESTRICTING USE OF THE DRIVEWAY. FOR MULTIPLE ACCESS PROPERTIES, AT LEAST ONE DRIVEWAY SHALL BE OPEN AT ALL TIMES. ACCESS SHALL BE RESTORED TO ALL DRIVEWAYS AS SOON AS POSSIBLE.

2. SUITABLE RAMPS SHALL BE INSTALLED TO MAINTAIN SMOOTH TRANSITIONS FROM RESIDENTIAL AND COMMERCIAL DRIVEWAYS TO AND FROM THE WORK AREA.

LANE CLOSURES

1. LANE CLOSURES SHALL BE LOCATED TO PROVIDE OPTIMUM VISIBILITY, I.E. BEFORE CURVES AND CRESTS, TO THE EXTENT CONDITIONS PERMIT.

2. THE ENGINEER MAY REQUIRE THAT ALL LANES BE RE-OPENED AT ANY TIME IF THE ROUTE IS NEEDED FOR EMERGENCY PURPOSES. THIS COULD INCLUDE INCIDENTS AT LOCATIONS OUTSIDE THE CONTRACT LIMITS.

3. ARROW PANELS SHALL BE LEGIBLE CONTINUOUSLY FROM ANY POINT WITHIN THE ROADWAY (INCLUSIVE OF SHOULDERS) FROM 1,500 FEET IN ADVANCE OF THE LANE CLOSURE TAPER TO THE BEGINNING OF THE LANE CLOSURE TAPER.

LANE WIDTHS

1. UNLESS AUTHORIZED BY THE ENGINEER, THE MINIMUM LANE WIDTHS FOR WORK ZONE TRAVEL LANES SHALL BE AS FOLLOWS: FREEWAYS AND/OR EXPRESSWAYS IS 11'. THE MINIMUM LANE WIDTH FOR ALL OTHER TYPES OF ROADWAYS IS 10'.

2. A WRITTEN NOTE SHALL BE PROVIDED TO THE ENGINEER, A MINIMUM OF 21 CALENDAR DAYS IN ADVANCE OF PERFORMING ANY WORK THAT RESULTS IN THE REDUCED WIDTH OF AN EXISTING ROADWAY, SO THAT THE ENGINEER MAY NOTIFY THE REGIONAL PERMIT ENGINEER IN A TIMELY MANNER.

PROTECTIVE VEHICLES

1. A PROTECTIVE VEHICLE IS A LARGE DUMP TRUCK, A LARGE RACK TRUCK OR OTHER VEHICLE HAVING A GROSS WEIGHT OF AT LEAST 24,000 POUNDS. IF THE PROTECTIVE VEHICLE ENCROACHES INTO THE TRAVEL LANE, OR IF IT REMAINS ENTIRELY ON THE SHOULDER OF ANY HIGH SPEED ROAD (45 MPH OR HIGHER), IT SHALL BE EQUIPPED WITH A DEPLOYED TRUCK/TRAILER MOUNTED IMPACT ATTENUATOR (TMIA, SEE TABLE 011-01 ON SHEET 619-11). PROTECTIVE VEHICLES MAY BE LOADED WITH SAND, GRAVEL, OR FINE AGGREGATE AS BALLAST TO ENHANCE THE VEHICLE'S GROSS WEIGHT. ANY BALLAST ADDED TO ENHANCE THE VEHICLE'S GROSS WEIGHT SHALL BE SECURED AS NOT TO BECOME DISLODGED IF IMPACTED.

2. A PROTECTIVE VEHICLE USED IN A MOVING OPERATION IS REFERRED TO AS A SHADOW VEHICLE.

3. A PROTECTIVE VEHICLE USED IN A STATIONARY OPERATION IS REFERRED TO AS A BARRIER VEHICLE.

4. IN A MOVING OPERATION OR A STATIONARY OPERATION THAT OCCUPIES A LOCATION FOR UP TO 1 HOUR, THE OPERATOR SHALL REMAIN IN THE PROTECTIVE VEHICLE WITH THE SAFETY BELT AND HEADREST PROPERLY ADJUSTED, MAINTAIN VEHICLE SPACING, AND KEEP THE WHEELS ALIGNED WITH THE LANE STRIPING. TWO-WAY RADIOS SHOULD BE USED TO COMMUNICATE BETWEEN THE OPERATOR AND THE WORK CREW.

5. IN A STATIONARY OPERATION THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR, ONCE THE PROTECTIVE VEHICLE HAS BEEN APPROPRIATELY PLACED, IT SHOULD BE UNOCCUPIED. UNOCCUPIED VEHICLE SHALL BE POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS /ENGINE OFF) OR PARK / NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING AND LANE TO MAINTAIN LANE DISCIPLINE AND TO STAY IN LANE IF STRUCK.

6. WHEN A PROTECTIVE VEHICLE IS USED IN ADVANCE OF EITHER MOVING OR STATIONARY OPERATIONS TO DISPLAY SIGN MESSAGES, IT IS REFERRED TO AS AN ADVANCE WARNING VEHICLE. ADVANCED WARNING VEHICLES MAY BE OCCUPIED OR UNOCCUPIED. WHEN SIGNS ARE MOUNTED ON AN ADVANCED WARNING VEHICLE, THEY SHALL NOT OBSTRUCT VISIBILITY OF ANY LIGHTS (TAILLIGHTS OR WARNING LIGHTS) OR SIDE-VIEW MIRRORS ON THE VEHICLE.

7. NO WORK ACTIVITY, EQUIPMENT, VEHICLES AND/OR MATERIALS SHALL BE LOCATED BETWEEN THE PROTECTIVE VEHICLE AND THE ACTIVE WORK AREA (GOLL AHEAD DISTANCE).

8. PROTECTIVE VEHICLES MAY BE REQUIRED IN CONJUNCTION WITH POLICE PRESENCE IN THE WORK ZONE, TO BE INCLUDED IN THE UNIT BID PRICE FOR BASIC WORK ZONE TRAFFIC CONTROL, FOR CAPITOL CONSTRUCTION PROJECTS.

9. DIRECT VERBAL COMMUNICATION BETWEEN THE PROTECTIVE VEHICLES AND THE WORK VEHICLE(S) / EQUIPMENT SHALL BE UTILIZED WHERE AVAILABLE.

WORK DURATION DEFINITIONS

1. THERE ARE MAINLY FIVE WORK DURATIONS:

   A. LONG-TERM IS STATIONARY WORK THAT OCCUPIES A LOCATION MORE THAN 3 CONSECUTIVE DAYS.

   B. INTERMEDIATE-TERM IS STATIONARY WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK LASTING MORE THAN 1 HOUR.

   C. SHORT-TERM IS STATIONARY DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.

   D. SHORT DURATION IS WORK THAT OCCUPIES A LOCATION UP TO 1 HOUR. IT CAN BE PERFORMED DURING THE DAYTIME OR AT NIGHT IN ACCORDANCE WITH NOTES N1 TO N10 NOTES ON NIGHTTIME WORK.

   E. MOBILE IS WORK THAT MOVES INTERMITTENTLY OR CONTINUOUSLY WHERE THE WORK AT ANY SPECIFIC LOCATION COMPLETES WITHIN 15 MINUTES. IT IS USED FOR VEHICLE BASED OPERATIONS AND DOES NOT INVOLVE WORKERS ON FOOT. IT CAN BE PERFORMED DURING THE DAYTIME OR AT NIGHT IN ACCORDANCE WITH NOTES N1 TO N10 NOTES ON NIGHTTIME WORK.

2. SPECIAL OPERATIONS ARE WORK OPERATIONS THAT DO NOT FIT INTO ONE OF THE ABOVE FIVE CATEGORIES. SPECIAL OPERATIONS INCLUDE:

   A. STOP AND GO OPERATIONS - WORK THAT COMPLETES WITHIN 5 MINUTES AND ALLOWS WORKERS ON FOOT.

   B. OTHER OPERATIONS INCLUDING MOWING, MULCHING/HERBICIDE OPERATIONS, TEMPORARY ROAD/INTERSECTION CLOSURES, ETC.

ROADWAY TYPE DEFINITIONS

1. FREEWAY:

   A. INTERSTATE: INTERREGIONAL HIGH-SPEED, HIGH-VOLUME, DIVIDED FACILITIES WITH COMPLETE CONTROL OF ACCESS.

   B. PARKWAY: DIVIDED HIGHWAYS FOR NON-COMMERCIAL TRAFFIC WITH FULL CONTROL OF ACCESS, GRADE PARKWAY SEPARATIONS, INTERCHANGES, AND OCCASIONAL AT-GRADE INTERSECTIONS. PARKWAYS ARE DESIGNATED BY LAW.

ROADWAY TYPE DEFINITIONS (CONTINUED)

2. EXPRESSWAY: DIVIDED HIGHWAYS FOR THROUGH TRAFFIC WITH FULL OR PARTIAL CONTROL OF ACCESS AND GENERALLY WITH GRADE SEPARATIONS AT MAJOR CROSSROADS. ALL FREEWAY STANDARD SHEETS ARE APPLICABLE TO EXPRESSWAY.

3. NON-FREEWAY:

   A. MULTILANE DIVIDED HIGHWAY

   B. MULTILANE UNDIVIDED HIGHWAY

   C. TWO-LANE TWO-WAY ROADWAY

ALL NON-FREEWAYS CAN BE EITHER URBAN OR RURAL:

URBAN: (MEETS MORE THAN 1 OF THE FOLLOWING CRITERIA)
- HIGH DENSITY DEVELOPMENT
- ON-STREET PARKING
- VARIED BUILDING SETBACKS
- MULTI-STORY AND LOW-TO MEDIUM-RISE STRUCTURES FOR RESIDENTIAL
- COMMERCIAL, AND EDUCATIONAL USES, STRUCTURES THAT ACCOMMODATE MIXED USES: COMMERCIAL, RESIDENTIAL, AND PARKING
- LIGHT INDUSTRIAL, AND SOMETIMES HEAVY INDUSTRIAL, LAND USE
- PROMINENT DESTINATIONS WITH SPECIALIZED STRUCTURES, E.G., LARGE THEATERS, SPORTS FACILITIES OR CONFERENCE CENTERS
- HIGH LEVELS OF PEDESTRIAN AND BICYCLIST ACTIVITY, WITH NEARLY CONTINUOUS SIDEWALKS AND MARKED CROSSWALKS
- HIGHER DENSITY OF TRANSIT STOPS AND ROUTES
- DRIVEWAY DENSITIES GREATER THAN 25 DRIVEWAYS/MILE ON EACH SIDE OF THE ROAD
- MINOR COMMERCIAL DRIVEWAY DENSITIES OF 10 DRIVEWAYS/MILE OR GREATER
- MAJOR COMMERCIAL DRIVEWAYS
- HIGH DENSITY OF CROSS STREETS

RURAL: DOES NOT MEET MORE THAN ONE OF THE ABOVE CRITERIA.

NOTES FOR NIGHTTIME OPERATIONS:

N1. WORK OCCURRING AFTER SUNSET AND BEFORE SUNRISE WILL BE CONSIDERED NIGHTTIME OPERATIONS.

N2. ALL SIGNS, STOP/SLOW PADDLES AND RED FLAGS USED TO WARN/ALERT/CONTROL TRAFFIC SHALL BE RETROREFLECTIVE.

N3. ALL WORKERS INVOLVED SHALL WEAR PROTECTIVE HELMETS AND NIGHTTIME APPAREL IN ACCORDANCE WITH §107-05A. HIGH VISIBILITY APPAREL AT ALL TIMES.

N4. VEHICLES OPERATING ON THE PAVEMENT OF A CLOSED ROADWAY OR TRAVEL LANE SHALL DISPLAY ROTATING AMBER BEACONS OR FLASHING LED BEACONS AT ALL TIMES.

N5. LEVEL I ILLUMINATION SHALL BE PROVIDED NEAR THE BEGINNING OF LANE CLOSURE TAPERS AND AT ROAD CLOSURES, INCLUDING THE SETUP AND REMOVAL OF THE CLOSURE TAPERS.

N6. LEVEL II ILLUMINATION SHALL BE PROVIDED FOR FLAGGING STATIONS, ASPHALT PAVING, MILLING, AND CONCRETE PLACEMENT AND/OR REMOVAL OPERATIONS, INCLUDING BRIDGE DECKS, 50 FEET AHEAD OF AND 100 FEET BEHIND A PAVING OR MILLING MACHINE.

N7. LEVEL III ILLUMINATION SHALL BE PROVIDED FOR PAVEMENT OR STRUCTURAL CRACK FILLING, JOINT REPAIR, PAVEMENT PATCHING AND REPAIRS, INSTALLATION OF SIGNAL EQUIPMENT OR OTHER ELECTRICAL/MECHANICAL EQUIPMENT, AND OTHER TASKS INVOLVING FINE DETAILS OR INTRICATE PARTS AND EQUIPMENT.

N8. ALL LIGHTING SHALL BE DESIGNED, INSTALLED, AND OPERATED TO AVOID GLARE THAT AFFECTS TRAFFIC ON THE ROADWAY OR THAT CAUSES ANNOYANCE OR DISCOMFORT FOR RESIDENCES ADJOINING THE ROADWAY.

N9. PRIOR TO THE START OF NIGHTTIME OPERATIONS, A WRITTEN NIGHTTIME OPERATIONS AND LIGHTING PLAN IS REQUIRED FOR APPROVAL FROM THE DOT ENGINEER.

N10. SEE STANDARD SPECIFICATIONS §619 FOR ADDITIONAL REQUIREMENTS AND CONSIDERATIONS.

N11. FLAGGERS SHALL USE A FLASHLIGHT WITH RED GLOW CONE/RED LED BATON FOR FLAGGING IN NON-ILLUMINATED FLAGGER STATIONS DURING NIGHTTIME OPERATIONS.

NEW YORK STATE OF OPPORTUNITY. | Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
GENERAL NOTES

APPROVED APRIL 8, 2022	ISSUED UNDER EI 22-008
Robert Limoges	619-010

ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

Contract No. H62153-13GR

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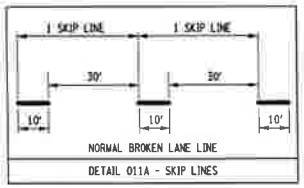
TABLE 011-01: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	DURATION	MOBILE (WORK THAT MOVES INTERMITTENTLY OR CONTINUOUSLY, WHERE THE WORK AT ANY SPECIFIC LOCATION COMPLETES WITHIN 15 MINUTES) INCLUDES "STOP AND GO OPERATIONS OF 5 MINUTES OR LESS				SHORT DURATION (WORK THAT OCCUPIES A LOCATION FOR UP TO 1 HOUR)				SHORT TERM (DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD)				INTERMEDIATE TERM (WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS OR NIGHT TIME WORK LASTING MORE THAN 1 HOUR)				LONG TERM (WORK THAT OCCUPIES A LOCATION FOR MORE THAN 3 CONSECUTIVE DAYS)			
	ROAD TYPE & SPEED	FREEWAY	NON-FREEWAY			FREEWAY	NON-FREEWAY			FREEWAY	NON-FREEWAY			FREEWAY	NON-FREEWAY			FREEWAY	NON-FREEWAY		
			≥ 45 MPH	35 - 40 MPH	≤ 30 MPH		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]																				
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMIA	P, TMIA	P, TMIA	P	P, TMIA	P, TMIA	P, TMIA	P	P, TMIA	P, TMIA	P, TMIA	P	P, TMIA	P, TMIA	P, TMIA	SEE NOTE 2	P, TMIA	P, TMIA	P, TMIA	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	NA	NA	NA	NA	P, TMIA	P, TMIA	P	P	P, TMIA	P, TMIA	P	SEE NOTE 2	P, TMIA	P, TMIA	SEE NOTE 2	SEE NOTE 2	P, TMIA	P, TMIA	SEE NOTE 2	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMIA	P, TMIA	P	P	P, TMIA	P, TMIA	P	P	P, TMIA	P, TMIA	P	P	P, TMIA	P, TMIA	SEE NOTE 2	SEE NOTE 2	P, TMIA	P, TMIA	SEE NOTE 2	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	NA	NA	NA	NA	P, TMIA	P, TMIA	P	P	P, TMIA	P, TMIA	P	SEE NOTE 2	P, TMIA	SEE NOTE 2	SEE NOTE 2	SEE NOTE 2	P, TMIA	SEE NOTE 2	SEE NOTE 2	SEE NOTE 2

LEGEND
P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY
TMIA: TRUCK/TRAILER MOUNTED IMPACT ATTENUATOR (TMIA) REQUIRED
NA: NOT APPLICABLE

NOTES
1. THE EXPOSURE CONDITIONS ASSUMES THERE IS NO POSITIVE PROTECTION PRESENT
2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED



DETAIL 011A - SKIP LINES

TABLE 011-02: TAPER LENGTHS & NUMBER OF CONES CHART

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	TAPER LENGTH: L (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES — LATERAL SHIFT OF TRAFFIC FLOW PATH (FT.)									SHOULDER TAPER LENGTH: L/3 FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES — FOR SHOULDER WIDTH		
	4	5	6	7	8	9	10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
25	40/1/2	80/2/3	80/2/3	80/2/3	80/2/3	120/3/4	120/3/4	120/3/4	120/3/4	40/1/2	40/1/2	40/1/2
30	80/2/3	80/2/3	80/2/3	120/3/4	120/3/4	160/4/5	160/4/5	160/4/5	200/5/6	40/1/2	40/1/2	40/1/2
35	80/2/3	120/3/4	120/3/4	160/4/5	160/4/5	200/5/6	200/5/6	240/6/7	240/6/7	40/1/2	40/1/2	80/2/3
40	120/3/4	160/4/5	160/4/5	200/5/6	240/6/7	240/6/7	280/7/8	320/8/9	320/8/9	40/1/2	80/2/3	80/2/3
45	200/5/6	240/6/7	280/7/8	320/8/9	360/9/10	400/10/11	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	200/5/6	240/6/7	320/8/9	360/9/10	400/10/11	440/11/12	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	240/6/7	280/7/8	320/8/9	400/10/11	440/11/12	520/13/14	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5
60	240/6/7	320/8/9	360/9/10	440/11/12	480/12/13	560/14/15	600/15/16	680/17/18	720/18/19	80/2/3	120/3/4	160/4/5
65	280/7/8	320/8/9	400/10/11	480/12/13	520/13/14	600/15/16	640/16/17	720/18/19	800/19/20	80/2/3	160/4/5	200/5/6

* THIS TABLE WAS CREATED WITH REFERENCE TO MUTCD TABLE 6H-4.
** THE NUMBER OF CHANNELIZING DEVICES SHOWN IS CALCULATED BASED ON A 40FT DEVICE SPACING. THE NUMBER OF CHANNELIZING DEVICES CAN BE ADJUSTED AS NECESSARY.

TABLE 011-03 LONGITUDINAL BUFFER SPACE

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	DISTANCE (FT.)/ * OF SKIP LINES
25	155 / 4
30	200 / 5
35	250 / 6
40	305 / 8
45	360 / 9
50	425 / 11
55	495 / 13
65	645 / 16

* THIS TABLE IS THE SAME AS MUTCD TABLE 6C-2.

TABLE 011-04: ROLL AHEAD DISTANCE FOR PROTECTIVE VEHICLES

ROLL AHEAD DISTANCE (FT.)/* OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	MOVING OPERATION (BASED ON PROTECTIVE VEHICLE SPEED OF 15 MPH)		STATIONARY OPERATION	
	MIN	MAX	MIN	MAX
≥ 55	200/5	280/7	120/3	200/5
45 - 50	160/4	240/6	80/2	160/4
≤ 40	120/3	200/5	40/1	120/3

* THIS TABLE WAS CREATED WITH REFERENCE TO MUTCD TABLES NY-2 AND NY2-2.

TABLE 011-05 FLARE RATES FOR POSITIVE BARRIER

TYPE OF POSITIVE BARRIER	POSTED SPEED LIMIT				
	30 MPH	40 MPH	50 MPH	55 MPH	65 MPH
TEMPORARY POSITIVE BARRIER	8:1	11:1	14:1	16:1	20:1
BOX BEAM OR HEAVY POST CORRUGATED BEAM	7:1	9:1	11:1	12:1	15:1

TABLE 011-06 ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH)*	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH)**	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH)*	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.
FREEWAY	1000	1500	2640	1 MILE	½ MILE

* PRECONSTRUCTION POSTED SPEED LIMIT.
** THIS TABLE IS THE SAME AS MUTCD TABLE NY6H-3.

TABLE 011-07 TAPER LENGTH FOR TEMPORARY TRAFFIC CONTROL ZONES

TYPE OF TAPER	TAPER LENGTH (L)
MERGING TAPER	L
SHIFTING TAPER	L/2
SHOULDER TAPER	L/3
ONE-LANE, TWO-WAY TRAFFIC TAPER	50 FT. MIN -100 FT. MAX
DOWNSTREAM TAPER	50 FT. MIN -100 FT. MAX

* THIS TABLE IS THE SAME AS MUTCD TABLE 6C-3.

WORK ZONE TRAFFIC CONTROL LEGEND

SYMBOL	DESCRIPTION
	ARROW PANEL
	ARROW PANEL, CAUTION MODE
	ARROW PANEL TRAILER OR SUPPORT
	CHANGEABLE MESSAGE SIGN (PVMS)
	CHANNELIZING DEVICE
	CONE
	CRASH CUSHION/TEMPORARY IMPACT ATTENUATOR
	DIRECTION OF TEMPORARY TRAFFIC DETOUR
	DIRECTION OF TRAFFIC
	AUTOMATED FLAGGER ASSISTANCE DEVICE WITH OPERATOR
	FLAGGER
	FLAG TREE
	LUMINAIRE
	MOWER
	PARKWAY GRASS SHOULDER
	PAVEMENT MARKINGS THAT SHALL BE REMOVED FOR A LONG TERM PROJECT
PVMS	PORTABLE VARIABLE MESSAGE SIGN
	ADVANCE WARNING SIGN WITH ORANGE FLAGS
	TRAILER FOR ARROW PANEL OR PORTABLE VARIABLE MESSAGE SIGN (PVMS)

WORK ZONE TRAFFIC CONTROL LEGEND

SYMBOL	DESCRIPTION
	SIGN, TEMPORARY
	SPOTTER
	TEMPORARY POSITIVE BARRIER
	TEMPORARY POSITIVE BARRIER WITH WARNING LIGHTS
	TEMPORARY TRAFFIC SIGNAL HEAD
	TYPE III BARRICADE
	WARNING LIGHTS
	WORK AREA
	WORK VEHICLE
	WORK VEHICLE (MULCHING/HERBICIDE OPERATION)
	WORK VEHICLE (PAVEMENT MARKING)
	WORK VEHICLE (SIGNAL WORK)
	24,000LB PROTECTIVE VEHICLE WITH TRUCK/TRAILER MOUNTED ATTENUATOR (TMIA)
	24,000LB PROTECTIVE VEHICLE WITHOUT TRUCK/TRAILER MOUNTED ATTENUATOR

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL GENERAL TABLES AND LEGEND

APPROVED DECEMBER 2, 2021
ROBERT LIMOGES, PE
DIRECTOR, OTSM

ISSUED UNDER EI 21-028
619-011

Contract No. HR2153-13GR

Nassau County DPW

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WORK ZONE TRAFFIC CONTROL SIGN TABLE

SIGN	SIGN DESIGNATION	COLOR CODE	NON-FREEWAY	EXPRESSWAY	FREEWAY
	E5-1	C	-------	72"X60"	72"X60"
	G20-1	A	36"X18"	48"X24"	48"X24"
	G20-2	A	36"X18"	48"X24"	48"X24"
	G20-4	A	36"X18"	-------	-------
	G20-5aP	A	24"X18"	36"X24"	36"X24"
	M1-1	C	1 OR 2 DIGITS 24"X24"	36"X36"	36"X36"
	M1-1†	C	3 DIGITS 30"X24"	45"X36"	45"X36"
	M1-4	B	1 OR 2 DIGITS 24"X24"	36"X36"	36"X36"
	M1-4†	B	3 DIGITS 30"X24"	45"X36"	45"X36"
	M3-1	SEE NOTE 3	24"X12"	36"X18"	36"X18"
	M3-2				
	M3-3				
	M3-4				
	M4-8	A	24"X12"	36"X18"	36"X18"
	M4-8a	A	24"X18"	24"X18"	24"X18"
	M4-9 M4-9L M4-9R	A	30"X24"	48"X36"	48"X36"
	M4-9a	A	30"X24"	30"X24"	-------
	M4-9b	A	30"X24"	30"X24"	-------
	M4-9c	A	30"X24"	30"X24"	-------
	M4-10L	A	48"X18"	48"X18"	48"X18"
	M4-10R				
	M5-1	SEE NOTE 3	21"X15"	30"X21"	30"X21"
	M5-2	SEE NOTE 3	21"X15"	30"X21"	30"X21"
	M6-1	SEE NOTE 3	21"X15"	30"X21"	30"X21"
	M6-2				
	M6-3				
	M6-4				
	NYM3-1	B	24"X24"	36"X36"	36"X36"
	NYM3-2	B	30"X24"	45"X36"	45"X36"
	NYM3-3	B	30"X24"	45"X36"	45"X36"

WORK ZONE TRAFFIC CONTROL SIGN TABLE

SIGN	SIGN DESIGNATION	COLOR CODE	NON-FREEWAY	EXPRESSWAY	FREEWAY
	NYR9-11	B	24"X42"	48"X84"	48"X84"
	NYR9-12	B	24"X36"	36"X54"	48"X72"
	NYW4-17	A	36"X36"	48"X48"	48"X48"
	NYW8-30	A	48"X24"	48"X24"	48"X24"
	NYW8-31	A	48"X24"	48"X24"	48"X24"
	NYW8-32	A	48"X24"	48"X24"	48"X24"
	NYW8-33	A	48"X24"	48"X24"	48"X24"
	R1-1	D	36"X36"	36"X36"	48"X48"
	R1-2	E	36"X36"X36"	48"X48"X48"	60"X60"X60"
	R2-1	B	24"X30" OR 30"X36" (SEE NOTE 5)	36"X48"	36"X48"
	R2-11	B	24"X30"	36"X48"	36"X48"
	R2-12	B	24"X36"	36"X54"	36"X54"
	R4-1	B	24"X30"	36"X48"	36"X48"
	R4-7	B	24"X30"	36"X48"	36"X48"
	R4-7c NARROW	B	18"X30"	-------	-------
	R4-8	B	24"X30"	36"X48"	36"X48"
	R4-8c NARROW	B	18"X30"	-------	-------
	R4-9	B	24"X30"	36"X48"	36"X48"
	R5-1	E	36"X36"	36"X36"	48"X48"
	R8-3	E	24"X24"	36"X36"	48"X48"
	R9-8	B	36"X18"	36"X18"	-------
	R9-9	B	24"X12"	24"X12"	-------
	R9-10	B	24"X12"	24"X12"	-------
	R9-10L R9-10R	B	24"X12"	24"X12"	-------
	R9-11L R9-11R	B	24"X18"	24"X18"	-------
	R9-11aL R9-11aR	B	24"X12"	24"X12"	-------
	R10-6	B	24"X36"	24"X36"	-------

WORK ZONE TRAFFIC CONTROL SIGN TABLE

SIGN	SIGN DESIGNATION	COLOR CODE	NON-FREEWAY	EXPRESSWAY	FREEWAY
	R11-2	B	48"X30"	48"X30"	48"X30"
	R11-2 (MOD.)				
	R11-3a	B	60"X30"	60"X30"	-------
	W1-4L W1-4R	A	36"X36"	48"X48"	48"X48"
	W1-4bL W1-4bR	A	36"X36"	48"X48"	48"X48"
	W1-4cL W1-4cR	A	36"X36"	48"X48"	48"X48"
	W1-6L	A	48"X24"	60"X30"	60"X30"
	W1-6R	A			
	W1-8L	A (NO BORDER)	18"X24"	30"X36"	30"X36"
	W1-8R	A (NO BORDER)			
	W3-1	A[4]	36"X36"	48"X48"	48"X48"
	W3-2	A[4]	36"X36"	48"X48"	48"X48"
	W3-3	A[4]	36"X36"	48"X48"	48"X48"
	W3-4	A	36"X36"	48"X48"	48"X48"
	W3-5	A[4]	36"X36"	48"X48"	48"X48"
	W4-1L W4-1R	A	36"X36"	48"X48"	48"X48"
	W4-2L W4-2R	A	36"X36"	48"X48"	48"X48"

WORK ZONE TRAFFIC CONTROL SIGN TABLE

SIGN	SIGN DESIGNATION	COLOR CODE	NON-FREEWAY	EXPRESSWAY	FREEWAY
	NYW23-1	A	36"X36"	48"X48"	48"X48"
	G20-5dP	6F.12	24"X18"	36"X24"	36"X24"
	E5-2	6F.28	48"X36"	48"X36"	48"X36"
	E5-2a	6F.28	48"X36"	48"X36"	48"X36"

COLOR CODE LEGEND	
CODE	DESCRIPTION
A	BLACK LEGEND AND BORDER ON AN ORANGE BACKGROUND
B	BLACK LEGEND AND BORDER ON A WHITE BACKGROUND
C	WHITE LEGEND AND BORDER ON A GREEN BACKGROUND
D	WHITE LEGEND AND BORDER ON A RED BACKGROUND
E	RED LEGEND AND BORDER ON A WHITE BACKGROUND
F	BLACK LEGEND AND BORDER ON A FLOURESCENT YELLOW GREEN BACKGROUND
G	WHITE LEGEND AND BORDER ON A BLUE AND RED BACKGROUND

NOTES:

1. DIMENSIONS ARE SHOWN AS WIDTH X HEIGHT.
2. FOR SIGNAGE NOT SHOWN ON THESE TABLES REFER TO THE M.U.T.C.D.
3. COLORS FOR DIRECTION PLAQUES, ADVANCE TURN ARROWS, AND DIRECTIONAL ARROWS SHALL MATCH THE ROUTE OR INTERSTATE SIGN THAT THEY SUPPLEMENT AS PER THE M.U.T.C.D.
4. MULTICOLORED SYMBOL IMPOSED ON SIGN WITH BLACK LEGEND AND BORDER ON AN ORANGE BACKGROUND.
5. FOR R2-1 SIGN LARGER DIMENSIONS SHALL BE USED WHEN SIGN FACES MULTIPLE LANES ON A CONVENTIONAL ROAD.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL SIGN TABLE (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021 — ISSUED UNDER EI 21-028

Robert Limoges

ROBERT LIMOGES, P.E. DIRECTOR, OTSM

619-012

Contract No. HS2153-15GR

Project Training Improvements On 13 PIN 0761.33

USC SEPTEMBER 01, 2022

FILE NAME = 619012d.dgn
DATE/TIME = 01-DEC-2021 14:45
USER = aboatwright

Nassau County DPW

WORK ZONE TRAFFIC CONTROL SIGN TABLE

SIGN	SIGN DESIGNATION	COLOR CODE	NON-FREEWAY	EXPRESSWAY	FREEWAY
	W5-1	A	36"X36"	48"X48"	48"X48"
	W5-4	A	36"X36"	48"X48"	48"X48"
	W6-3	A	36"X36"	48"X48"	48"X48"
	W7-3aP	A	24"X18"	36"X30"	36"X30"
BUMP	W8-1	A	36"X36"	48"X48"	48"X48"
	W8-3	A	36"X36"	48"X48"	48"X48"
	W8-7	A	36"X36"	48"X48"	48"X48"
	W8-8	A	36"X36"	48"X48"	48"X48"
	W8-9	A	36"X36"	48"X48"	48"X48"
	W8-12	A	36"X36"	———	———
	W8-14	A	36"X36"	48"X48"	48"X48"
	W8-15	A	36"X36"	48"X48"	48"X48"
	W8-17	A	36"X36"	48"X48"	48"X48"
	W8-17p	A	24"X18"	30"X24"	30"X24"
	W8-23	A	36"X36"	48"X48"	48"X48"
	W8-24	A	36"X36"	48"X48"	48"X48"
	W9-3	A	36"X36"	48"X48"	48"X48"
	W11-1L* W11-1R	A OR F	36"X36"	36"X36"	———
	W11-2L* W11-2R	F	36"X36"	36"X36"	———
	W11-15L* W11-15R	F	36"X36"	36"X36"	———
	NYW5-32P*	A	24"X18"	24"X18"	———

*NOTE: FLOURESCENT YELLOW-GREEN BACKGROUND COLOR SHALL BE USED FOR THIS SIGN PLAQUE.

WORK ZONE TRAFFIC CONTROL SIGN TABLE

SIGN	SIGN DESIGNATION	COLOR CODE	NON-FREEWAY	EXPRESSWAY	FREEWAY
XX	W13-1P	A	24"X24"	30"X30"	30"X30"
ON RAMP	W13-4	A	36"X36"	36"X36"	36"X36"
	W13-4P	A	48"X48"X36"	———	———
	W16-2P	A	24"X18"	30"X24"	———
	W16-4P	SEE NOTE 3 A OR F	30"X24"	———	———
	W16-5PL W16-5PR	A	24"X18"	———	———
	W16-7PL W16-7PR	SEE NOTE 3 A OR F	24"X12"	30"X18"	———
	W16-9P	SEE NOTE 3 A OR F	24"X12"	30"X18"	———
	W20-1	A	36"X36"	48"X48"	48"X48"
	W20-2	A	36"X36"	48"X48"	48"X48"
	W20-3	A	36"X36"	48"X48"	48"X48"
	W20-4	A	36"X36"	48"X48"	48"X48"
	W20-5	A	36"X36"	48"X48"	48"X48"
	W20-5a	A	36"X36"	48"X48"	48"X48"
	W20-7	A	36"X36"	48"X48"	48"X48"

WORK ZONE TRAFFIC CONTROL SIGN TABLE

SIGN	SIGN DESIGNATION	COLOR CODE	NON-FREEWAY	EXPRESSWAY	FREEWAY
	W21-1	A	36"X36"	48"X48"	48"X48"
	W21-4	A	36"X18"	48"X24"	48"X24"
	W21-5	A	36"X36"	48"X48"	48"X48"
	W21-5aL W21-5aR	A	36"X36"	48"X48"	48"X48"
	W21-5bL W21-5bR	A	36"X36"	48"X48"	48"X48"
	W21-8	A	36"X36"	48"X48"	48"X48"
	W22-1	A	36"X36"	48"X48"	48"X48"
	W22-2	A	42"X36"	42"X36"	42"X36"
	W22-3	A	42"X36"	42"X36"	42"X36"
	W23-1	A	48"X24"	48"X24"	48"X24"
	W23-2	A	36"X36"	48"X48"	48"X48"
	W24-1L W24-1R	A	36"X36"	48"X48"	48"X48"
	W24-1aL W24-1aR	A	36"X36"	48"X48"	48"X48"
	W24-1bL W24-1bR	A	36"X36"	48"X48"	48"X48"

COLOR CODE LEGEND	
CODE	DESCRIPTION
A	BLACK LEGEND AND BORDER ON AN ORANGE BACKGROUND
B	BLACK LEGEND AND BORDER ON A WHITE BACKGROUND
C	WHITE LEGEND AND BORDER ON A GREEN BACKGROUND
D	WHITE LEGEND AND BORDER ON A RED BACKGROUND
E	RED LEGEND AND BORDER ON A WHITE BACKGROUND
F	BLACK LEGEND AND BORDER ON A FLOURESCENT YELLOW GREEN BACKGROUND
G	WHITE LEGEND AND BORDER ON A BLUE AND RED BACKGROUND

NOTES:

1. DIMENSIONS ARE SHOWN AS WIDTH X HEIGHT.
2. FOR SIGNAGE NOT SHOWN ON THESE TABLES REFER TO THE M.U.T.C.D.
3. WHEN USED IN CONJUNCTION WITH A BICYCLE SIGN (W11-1) OR PEDESTRIAN CROSSING (W11-2) COLOR CODE SHALL MATCH.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL SIGN TABLE (SHEET 2 OF 2)

APPROVED DECEMBER 2, 2021 — ISSUED UNDER EI 21-028

Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

Contract No. H82153-13GR

619-012

USC SEPTEMBER 01, 2022

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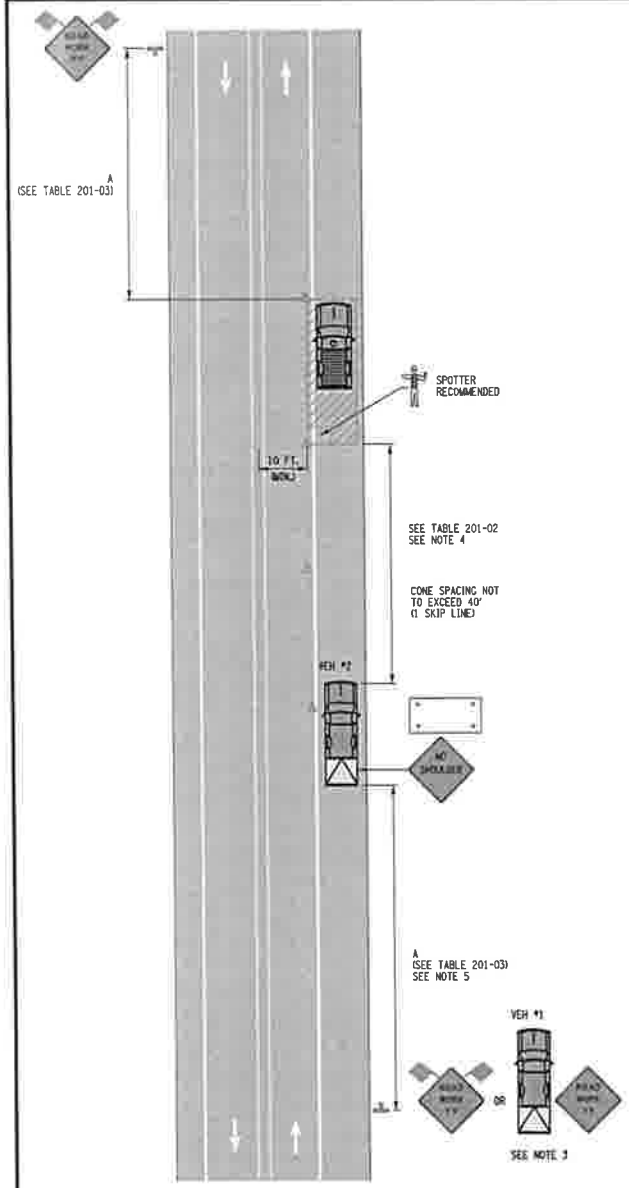
USC SEPTEMBER 01, 2022



RIGHT SHOULDER CLOSURE
(SHOULDER WIDTH ≥ 8')

NOTE: G-SCMS-DPW

TABLE 201-01: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]			
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	P
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	P	P
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P	P
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	P	P

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER. IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUMES THERE IS NO POSITIVE PROTECTION PRESENT

TABLE 201-02: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4
≤ 40	40/1	120/3

TABLE 201-03: ADVANCE WARNING SIGN SPACE

ROAD TYPE	DISTANCE BETWEEN SIGNS A (FT.)	SIGN LEGEND YY
URBAN (≤ 30 MPH*)	100	AHEAD
URBAN (35-40 MPH*)	200	AHEAD
URBAN (≥ 45 MPH*)	350	AHEAD
RURAL	500	1000 FT.

* PRECONSTRUCTION POSTED SPEED LIMIT

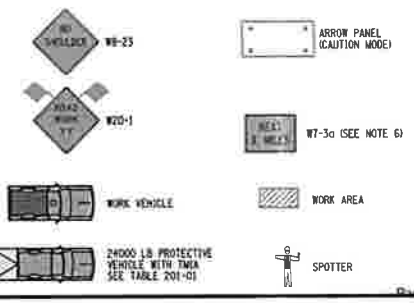
TABLE 201-04: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
W7-3a	24x18	36x30
W8-23	36x36	48x48
W20-1	36x36	48x48
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

NOTES:

1. SHORT DURATION IS WORK THAT OCCUPIES A LOCATION FOR UP TO 1 HOUR.
2. THE OPERATOR(S) SHALL REMAIN IN THE PROTECTIVE VEHICLE(S) WITH THE SAFETY BELT AND HEADREST PROPERLY ADJUSTED, MAINTAIN VEHICLE SPACING, AND KEEP THE WHEELS ALIGNED WITH THE LANE STRIPING. TWO-WAY RADIOS SHOULD BE USED TO COMMUNICATE BETWEEN THE OPERATOR AND THE WORK CREW.
3. IF SHOULDER AREA BECOMES TOO NARROW FOR VEH #1 TO BE COMPLETELY ON THE SHOULDER, THE VEHICLE SHALL STAY ON THE WIDER SHOULDER AREA UNTIL THE OPERATOR CAN SAFELY DRIVE AROUND THE NARROW SHOULDER TO THE NEW SET-UP POINT.
4. THERE SHALL BE NO WORKERS, EQUIPMENT OR OTHER VEHICLES IN THE ROLL AHEAD DISTANCE.
5. IN URBAN CONDITIONS, ADVANCE WARNING SIGN SPACINGS MAY BE ADJUSTED IN ORDER TO ACCOMMODATE SIDE STREETS AND DRIVEWAYS. IF THERE IS A CONFLICT, MOVE THE SIGN UPSTREAM.
6. A SUPPLEMENTAL DISTANCE PLAQUE W7-3a SHALL BE USED WITH SIGN W20-1 WHEN THE DISTANCE BETWEEN THE ADVANCE WARNING SIGNS AND WORK MAY BECOME GREATER THAN 2 MILES AS A RESULT OF THE FOLLOWING SITUATIONS:
   - MULTIPLE WORK LOCATIONS ARE ANTICIPATED WITHIN A MAXIMUM OF 5 MILES FROM THE W20-1 SIGN
   - WORK AREA WILL BE RELOCATED DURING THE DURATION OF THE WORK WITHIN A MAXIMUM OF 5 MILES FROM THE W20-1 SIGN



NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
NON-FREEWAY
RIGHT SHOULDER CLOSURE/LANE ENCROACHMENT
SHORT DURATION OPERATION

APPROVED DECEMBER 2, 2021 | ISSUED UNDER EI 21-028

Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

Contract No. H62153-113GR

619-201

Pavement Marking Improvements on 17 PIN 0764.27

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USC SEPTEMBER 01, 2022

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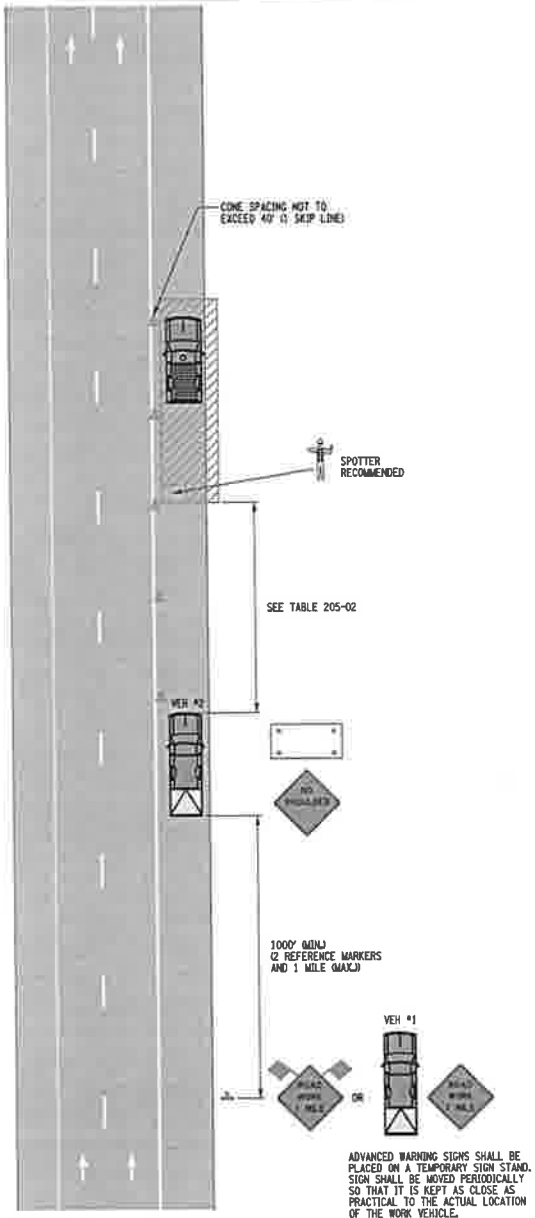


ADVANCED WARNING SIGNS SHALL BE PLACED ON A TEMPORARY SIGN STAND. SIGN SHALL BE MOVED PERIODICALLY SO THAT IT IS KEPT AS CLOSE AS PRACTICAL TO THE ACTUAL LOCATION OF THE WORK VEHICLE.

RIGHT SHOULDER CLOSURE
(SHOULDER WIDTH ≥ 8')

NOT TO SCALE

TABLE 205-01: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	FREEWAY
	EXPOSURE CONDITIONS[1]	
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUMES THERE IS NO POSITIVE PROTECTION PRESENT

TABLE 205-02: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/* OF SKIP LINES FOR VEHICLES

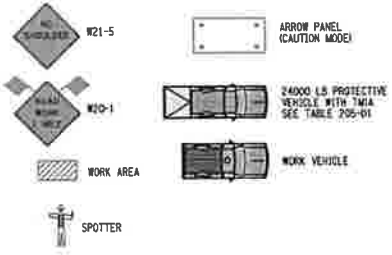
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4

TABLE 205-03: REQUIRED SIGN SIZES

SIGN	FREEWAY
W20-1	48x48
W21-5	48x48
WARNING FLAG	18x18

NOTES:

1. SHORT DURATION IS WORK THAT OCCUPIES A LOCATION FOR UP TO 1 HOUR.
2. THE OPERATOR(S) SHALL REMAIN IN THE PROTECTIVE VEHICLE(S) WITH THE SAFETY BELT AND HEADREST PROPERLY ADJUSTED, MAINTAIN VEHICLE SPACING, AND KEEP THE WHEELS ALIGNED WITH THE LANE STRIPING. TWO-WAY RADIOS SHOULD BE USED TO COMMUNICATE BETWEEN THE OPERATOR AND THE WORK CREW.
3. THERE SHALL BE NO WORKERS, EQUIPMENT, OR OTHER VEHICLES IN THE ROLL AHEAD DISTANCE.



NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

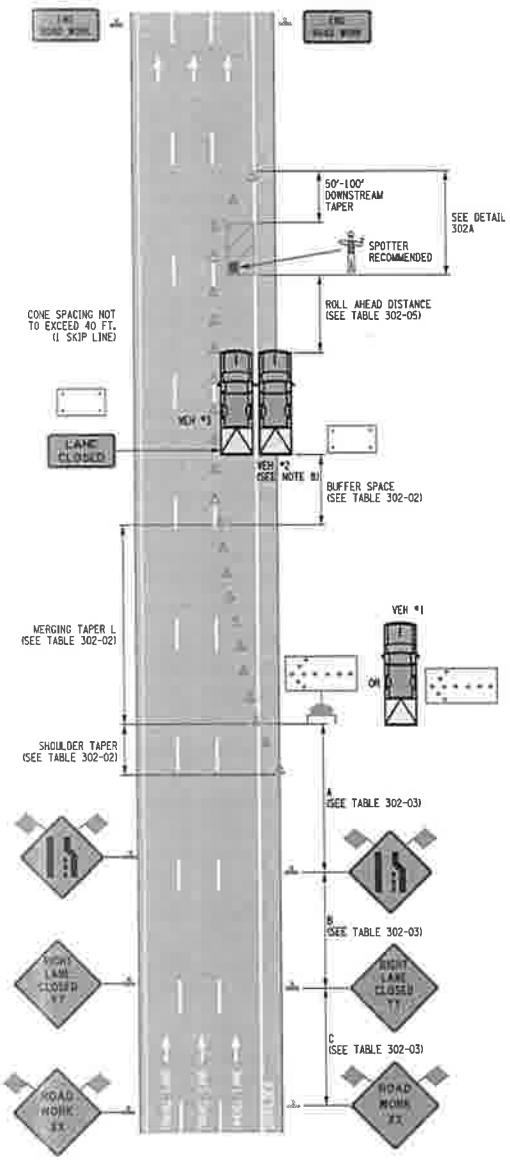
WORK ZONE TRAFFIC CONTROL
FREEWAY
RIGHT SHOULDER CLOSURE
SHORT DURATION OPERATION

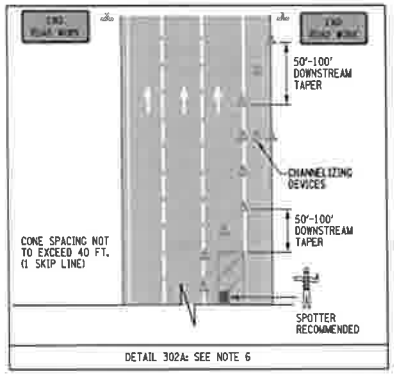
APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-026
Robert Limoges	619-205

ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

Contract No. H62153-13GR

Pavement Marking Improvements Rt 17 BIN 0701.32





DETAIL 302A: SEE NOTE 6

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.
2. IN URBAN CONDITIONS, ADVANCE WARNING SIGN SPACINGS MAY BE ADJUSTED IN ORDER TO ACCOMMODATE SIDE STREETS AND DRIVEWAYS. IF THERE IS A CONFLICT, MOVE THE SIGN UPSTREAM.
3. THERE SHALL BE NO WORKERS, EQUIPMENT OR OTHER VEHICLES IN THE BUFFER SPACE OR THE ROLL AHEAD DISTANCE.
4. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS /ENGINE OFF) OR PARK / NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.
5. LEFT LANE CLOSURES ARE SYMMETRICAL TO RIGHT LANE CLOSURES. SUBSTITUTE LEFT LANE CLOSED SIGN (W20-5) AND THE CORRESPONDING LANE ENDS SIGN (W4-2L).
6. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.
7. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
8. VEH #2 IS ONLY NEEDED WHEN THE SHOULDER WIDTH IS ≥ 8'.

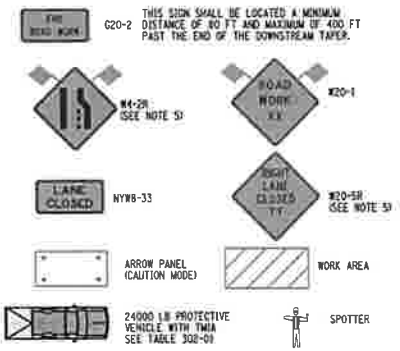


TABLE 302-01: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	FREEWAY	NON-FREEWAY		
			≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]				
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	P, TMA	P
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	P, TMA	P	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	P	P
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	P, TMA	P	SEE NOTE 2

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER. IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUMES THERE IS NO POSITIVE PROTECTION PRESENT
2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED

TABLE 302-02: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ * OF SKIP LINES	TAPER LENGTH: L (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
25	155/4	120/3/4	120/3/4	120/3/4	40/1/2	40/1/2	40/1/2
30	200/5	160/4/5	160/4/5	200/5/6	40/1/2	40/1/2	40/1/2
35	250/6	200/5/6	240/6/7	240/6/7	40/1/2	40/1/2	80/2/3
40	305/8	280/7/8	320/8/9	320/8/9	40/1/2	80/2/3	80/2/3
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5
65	645/16	640/16/17	720/18/19	800/20/21	80/2/3	160/4/5	200/5/6

TABLE 302-03: ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.
FREEWAY	1000	1500	2640	1 MILE	½ MILE

* PRECONSTRUCTION POSTED SPEED LIMIT

TABLE 302-05: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/* OF SKIP LINES FOR VEHICLES		
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4
≤ 40	40/1	120/3

TABLE 302-04: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
G20-2	36x18	48x24
NYW8-33	48x24	48x24
W4-2R	36x36	48x48
W20-1	36x36	48x48
W20-5R	36x36	48x48
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

NEW YORK STATE OF OPPORTUNITY. **Department of Transportation**

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL MULTILANE DIVIDED ROADWAY AND FREEWAY RIGHT LANE CLOSURE SHORT TERM OPERATION

APPROVED DECEMBER 2, 2021
Robert Limoges
ROBERT LIMOGES, PE
DIRECTOR, OTSM

ISSUED UNDER EI 21-028

Contract No. M82153-13GR

619-302

USC SEPTEMBER 01, 2022

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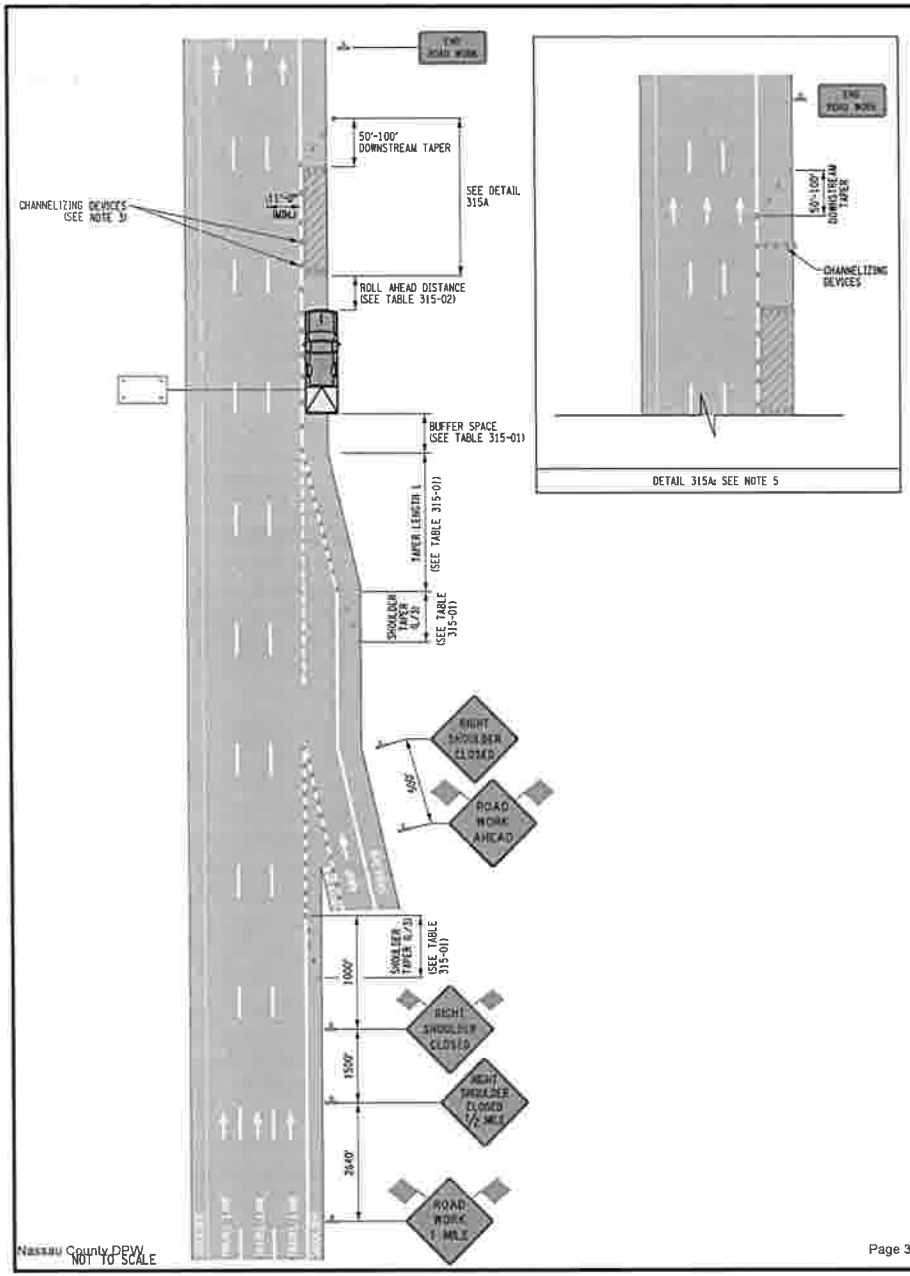
Nassau County DPW

NOT TO SCALE



DETAIL 315A: SEE NOTE 5

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.

2. NO WORK ACTIVITY OR STORAGE OF EQUIPMENT, VEHICLES, OR MATERIAL SHOULD OCCUR WITHIN A BUFFER SPACE.

3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.

4. XX IS THE EXPECTED OVERALL LENGTH OF THE OPERATION TO BE COMPLETED WITHIN THE WORK DAY. A SUPPLEMENTAL DISTANCE PLAQUE W7-3a SHALL BE USED WITH W20-1 SIGN WHEN THE DISTANCE BETWEEN THE ADVANCE WARNING SIGNS AND WORK MAY BECOME GREATER THAN 2 MILES AS A RESULT OF THE FOLLOWING SITUATIONS:
•MULTIPLE WORK LOCATIONS ARE ANTICIPATED WITHIN XX MILES FROM THE W20-1 SIGN
•WORK AREA WILL BE RELOCATED DURING THE DURATION OF THE WORK WITHIN XX MILES FROM THE W20-1 SIGN
THE SUPPLEMENT SIGN W3-7a SHALL INDICATE THE MAXIMUM ANTICIPATED DISTANCE BETWEEN THE W20-1 SIGN AND THE FARTHEST WORK LOCATION.

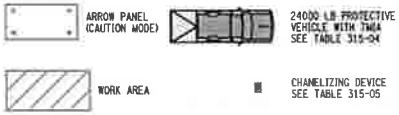
5. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.

6. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS /ENGINE OFF) OR PARK / NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.

G20-2 THIS SIGN SHALL BE LOCATED A MINIMUM DISTANCE OF 80 FT AND MAXIMUM OF 400 FT PAST THE END OF THE DOWNSTREAM TAPER.

W20-1 W21-5bR

W21-5aR W7-3a SEE NOTE 4



ARROW PANEL (CAUTION MODE) 24000 LB PROTECTIVE VEHICLE WITH TMA SEE TABLE 315-04

WORK AREA CHANNELIZING DEVICE SEE TABLE 315-05

REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
FREEWAY
SHOULDER CLOSURE AT RAMP APPROACH
SHORT TERM OPERATION
(SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-028
Robert Limoges	619-315

ROBERT LIMOGES, PE
DIRECTOR, OTSM

Contract No. H62153-13GR

Pavement Markings Improvements Rt 12 PIN 0761.23

Nassau County DPW
NOT TO SCALE

USC SEPTEMBER 01, 2022

FILE NAME = 619-315-1.dgn
DATE/TIME = 03-DEC-2021 16:17
USER = obaxterright

TABLE 315-01: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ # OF SKIP LINES	TAPER LENGTH: L (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5
65	645/16	640/16/17	720/18/19	800/20/21	80/2/3	160/4/5	200/5/6

TABLE 315-02: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4

TABLE 315-03: REQUIRED SIGN SIZES

SIGN	FREEWAY
G20-2	48x24
W7-3a	36x30
W20-1	48x48
W21-5aR	48x48
W21-5bR	48x48
WARNING FLAG	18x18

TABLE 315-04: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	FREEWAY
	EXPOSURE CONDITIONS[1]	
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER. IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT

TABLE 315-05: CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
SHORT-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT.	X	X	X	X			X	X	
	40 FT.	X	X	X	X			X	X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
LONGITUDINAL LANE OR SHOULDER CLOSURE W/NO WORKERS PRESENT	80 F.	X	X	X	X			X	X	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X	X	X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

USC SEPTEMBER 01, 2022

FILE NAME = 619-315-2.dgn
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USER = obankwright

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

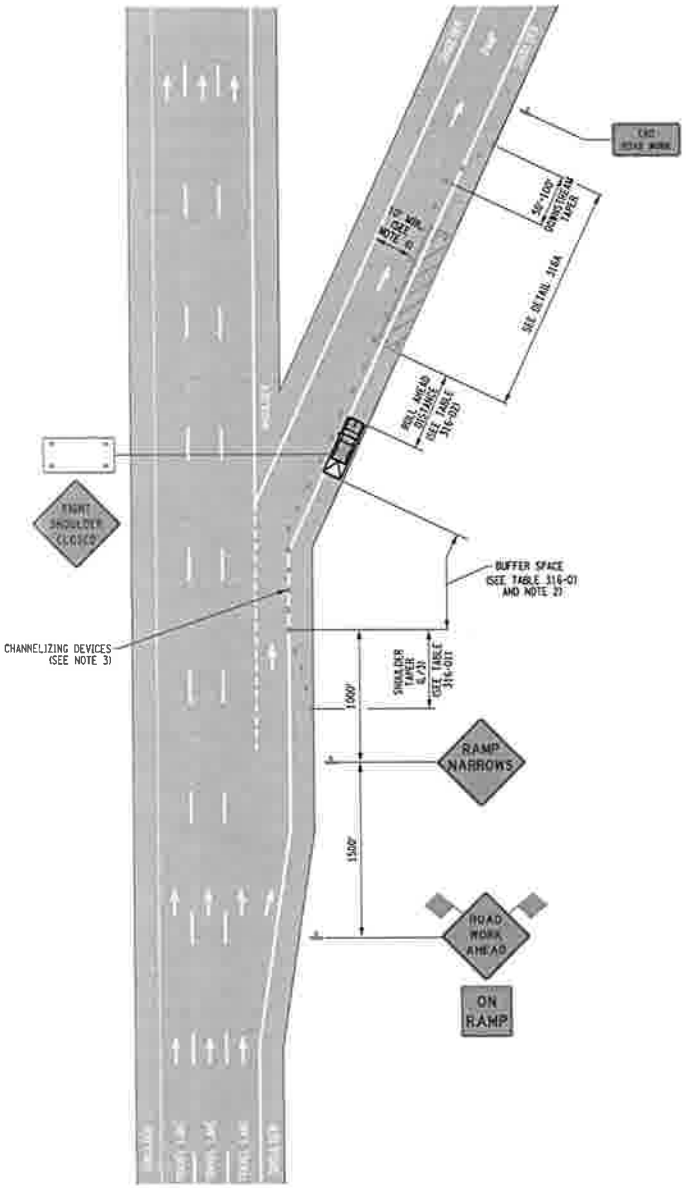
WORK ZONE TRAFFIC CONTROL
FREEWAY
SHOULDER CLOSURE AT RAMP APPROACH
SHORT TERM OPERATION
(SHEET 2 OF 2)

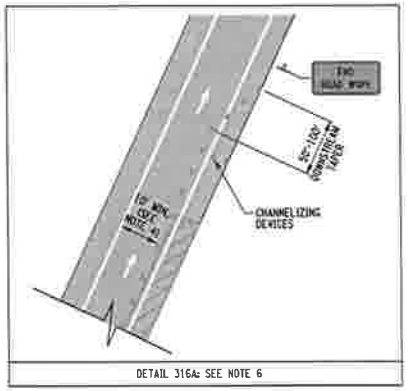
APPROVED APRIL 8, 2022 — ISSUED UNDER EI 22-008

Robert Limoges
ROBERT LIMOGES, PE
DIRECTOR, OTSM

619-315

Contract No. M621S3-13GR





DETAIL 316A: SEE NOTE 6

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.

2. NO WORK ACTIVITY OR STORAGE OF EQUIPMENT, VEHICLES, OR MATERIAL SHOULD OCCUR WITHIN A BUFFER SPACE.

3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.

4. TRUCK OFF-TRACKING SHOULD BE CONSIDERED WHEN DETERMINING WHETHER THE MINIMAL LANE WIDTH OF 10' IS ADEQUATE.

5. THE ENGINEER MAY REQUIRE THE USE OF AN ADVISORY SPEED PLAQUE (W13-1) TO SUPPLEMENT A WARNING SIGN. THE PLAQUE WILL BE USED TO INDICATE AN ADVISORY SPEED FOR THE WORK ZONE CONDITION. (IE. NARROW LANES, BUMPS, POOR ROADWAY SURFACE, LOW OR NO SHOULDER, DROP-OFFS, GEOMETRIC CONSTRAINTS, AND/OR POOR SIGHT CONDITIONS).

6. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.

7. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS /ENGINE OFF) OR PARK / NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.

G20-2 THIS SIGN SHALL BE LOCATED A MINIMUM DISTANCE OF 80 FT AND MAXIMUM OF 400 FT PAST THE END OF THE DOWNSTREAM TAPER.

W20-1

W5-4

W21-5aR

W13-4

ARROW PANEL (CAUTION MODE)

24000 LB PROTECTIVE VEHICLE WITH TMA SEE TABLE 316-03

WORK AREA

CHANNELIZING DEVICE SEE TABLE 316-04

REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL FREEWAY PARTIAL EXIT RAMP CLOSURE SHORT TERM OPERATION (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021

ISSUED UNDER EE 21-028

619-316

ROBERT LIMOGES, PE
DIRECTOR, OTSM

Contract No. H62153-13GR

Pavement Marking Improvements Rt 13 PIN 0T83.23

Nassau County Bridge

USC SEPTEMBER 01, 2022

FILE NAME = 619-316.dgn
DATE/TIME = 06-DEC-2021 16:20
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TABLE 316-01: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ # OF SKIP LINES	TAPER LENGTH: L (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5
65	645/16	640/16/17	720/18/19	800/20/21	80/2/3	160/4/5	200/5/6

TABLE 316-02: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4

TABLE 316-03: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	FREEWAY
	EXPOSURE CONDITIONS[1]	
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT

TABLE 316-04: CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
SHORT-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT.	X	X	X	X			X	X	
	40 FT.	X	X	X	X			X	X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
LONGITUDINAL LANE OR SHOULDER CLOUSURE W/NO WORKERS PRESENT	80 F.	X	X	X	X			X	X	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X	X	X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

TABLE 316-05: REQUIRED SIGN SIZES

SIGN	FREEWAY
G20-2	48x24
W5-4	48x48
W13-4	36x36
W20-1	48x48
W21-5	48x48
WARNING FLAG	18x18

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
FREEWAY
PARTIAL EXIT RAMP CLOSURE
SHORT TERM OPERATION
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022 — ISSUED UNDER EI 22-006

Robert Limoges
ROBERT LIMOGES, PE
DIRECTOR, OTSM

619-316

Contract No. H62153-13GR

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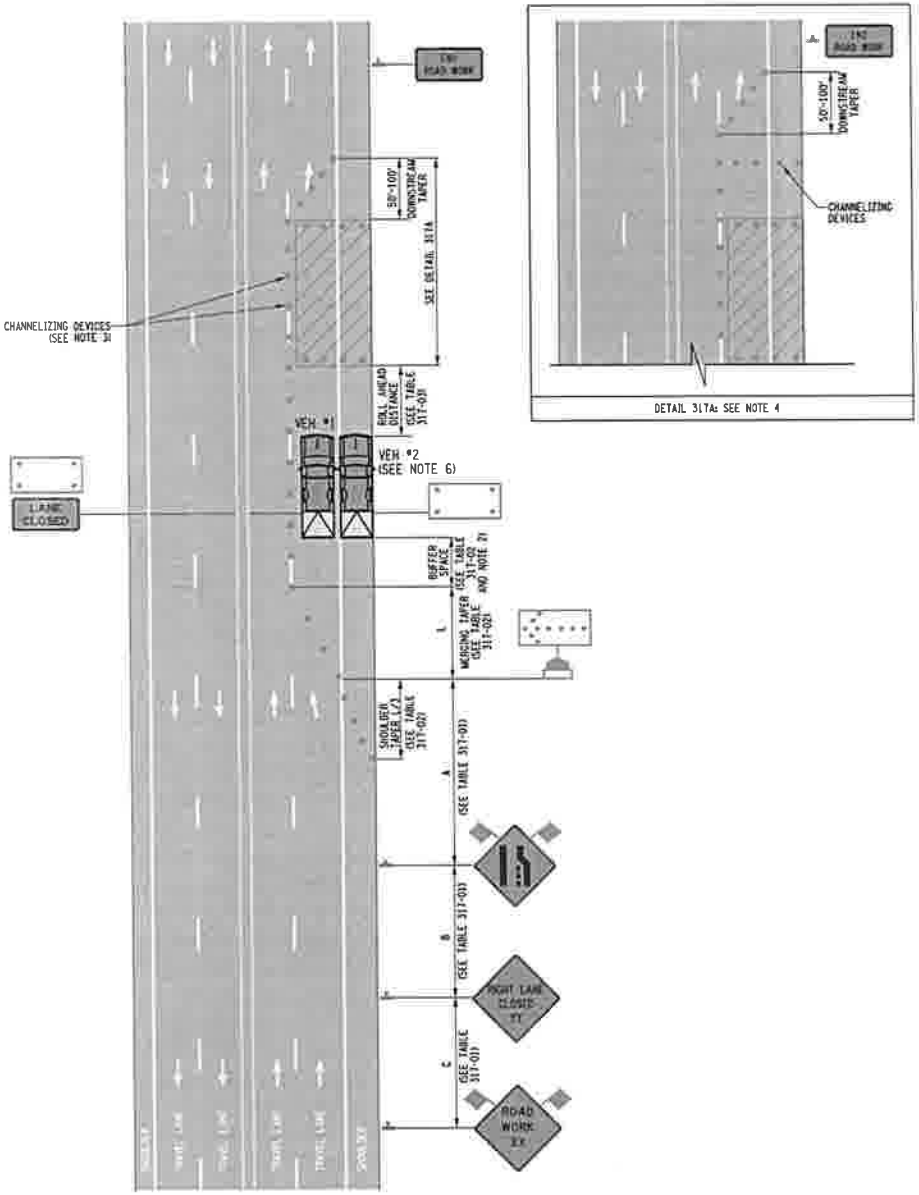


DETAIL 317A: SEE NOTE 4

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.

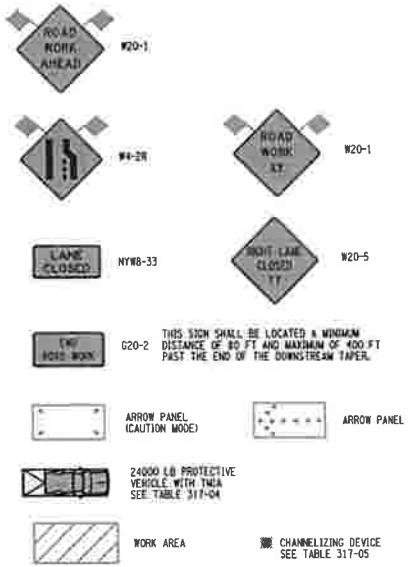
2. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.

3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.

4. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.

5. THE PROTECTIVE VEHICLE(S) SHALL BE MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS/ENGINE OFF) OR PARK/NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.

6. VEH # 2 IS ONLY NEEDED WHEN THE SHOULDER WIDTH IS ≥ 8'.



REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL MULTI LANE UNDIVIDED ROADWAY SINGLE LANE CLOSURE SHORT TERM OPERATION (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-028
Robert Limoges	619-317
ROBERT LIMOGES, PE DIRECTOR, OTSM	Contract No. H62153-13GR

USC SEPTEMBER 01, 2022

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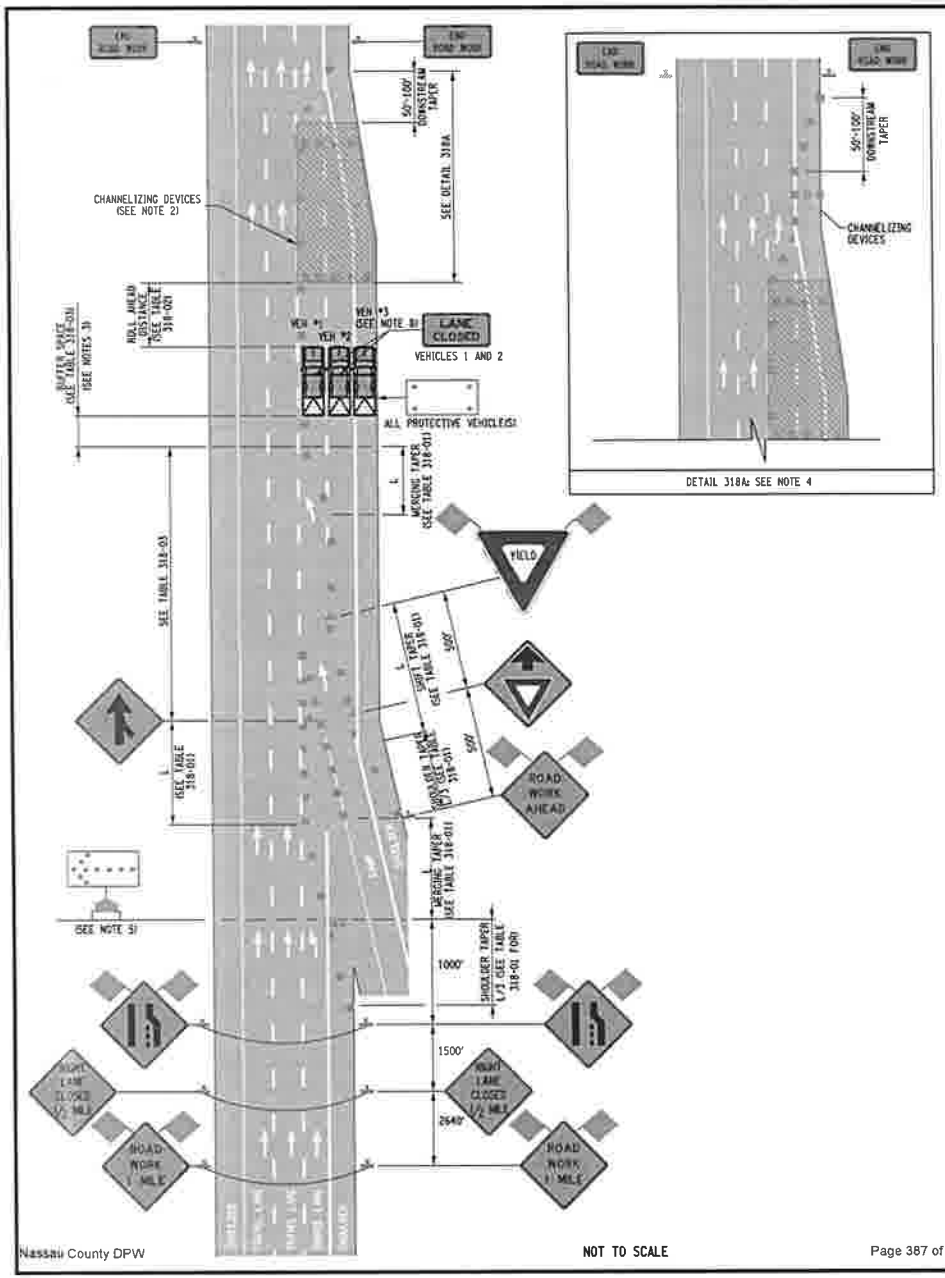

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.
2. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
3. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
4. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.
5. MAINLINE MERGING TAPER WITH THE ARROW PANEL AT ITS STARTING POINT SHALL BE LOCATED SUFFICIENTLY IN ADVANCE SO THAT THE ARROW PANEL IS NOT VISIBLE TO DRIVERS ON THE ENTRANCE RAMP, AND SO THAT THE MAINLINE MERGING TRAFFIC FROM THE LANE CLOSURE HAS THE OPPORTUNITY TO STABILIZE BEFORE ENCOUNTERING THE VEHICULAR TRAFFIC MERGING FROM THE RAMP.
6. IF THE RAMP CURVES SHARPLY TO THE RIGHT, WARNING SIGNS LOCATED IN ADVANCE OF THE ENTRANCE TERMINAL SHALL BE PLACED IN PAIRS (ONE ON EACH SIDE OF THE RAMP).
7. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS/ENGINE OFF) OR PARK/NEUTRAL (AUTOMATIC TRANSMISSION) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.
8. VEH # 3 IS ONLY NEEDED WHEN THE SHOULDER WIDTH IS ≥ 8'.

END WORK — G20-2 — THIS SIGN SHALL BE LOCATED A MINIMUM DISTANCE OF 80 FT AND MAXIMUM OF 400 FT PAST THE END OF THE DOWNSTREAM TAPER.

YIELD — R1-2 (SEE NOTE 7)

W3-2 (SEE NOTE 7)

ROAD WORK AHEAD — W20-1 (SEE NOTE 7)

W4-1R

ROAD WORK 1 MILE — W20-3

RIGHT LANE CLOSED 1/2 MILE — W20-5

W4-2R

LANE CLOSED — NYW8-33

ARROW PANEL (CAUTION MODE)

WORK AREA

24000 LB PROTECTIVE VEHICLE WITH TMA SEE TABLE 318-04

CHANNELIZING DEVICE SEE TABLE 318-05

REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL FREEWAY SINGLE LANE CLOSURE NEAR ENTRANCE RAMP SHORT TERM OPERATION (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021 — ISSUED UNDER EJ 21-028

Robert Limoges

ROBERT LIMOGES, PE
DIRECTOR, OTSM

619-318

Contract No. H82153-13GR

Pavement Marking Improvements Sh 13 PIN 0761.23

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TABLE 318-01: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ # OF SKIP LINES	TAPER LENGTH: L (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5
65	645/16	640/16/17	720/18/19	800/20/21	80/2/3	160/4/5	200/5/6

TABLE 318-02: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4

TABLE 318-03: ADVANCE PLACEMENT OF WARNING SIGN

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	ADVANCE PLACEMENT DISTANCE IN FT.
45	930
50	1030
55	1135
60	1280
65	1345

1. BASED ON TABLE WI2C-4 OF NYS SUPPLEMENT TO THE 2009 MUTCD

TABLE 318-04: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	FREEWAY
	EXPOSURE CONDITIONS[1]	
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT

TABLE 318-05: CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
SHORT-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT.	X	X	X	X			X	X	
	40 FT.	X	X	X	X			X	X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
LONGITUDINAL LANE OR SHOULDER CLOSURE W/NO WORKERS PRESENT	80 F.	X	X	X	X			X	X	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X	X	X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

TABLE 318-06: REQUIRED SIGN SIZES

SIGN	FREEWAY
G20-2	48x24
NYW8-33	48x24
R1-2	48x48
W3-2	48x48
W4-1R	48x48
W4-2R	48x48
W20-1	48x48
W20-5	48x48
WARNING FLAG	18x18

NEW YORK STATE OF OPPORTUNITY. **Department of Transportation**

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
FREEWAY
SINGLE LANE CLOSURE NEAR ENTRANCE RAMP
SHORT TERM OPERATION
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022
Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 22-008

619-318

Contract No. H82153-13GR

Pavement Marking Improvements Rt 17 PIN 0761.27

USC SEPTEMBER 01, 2022

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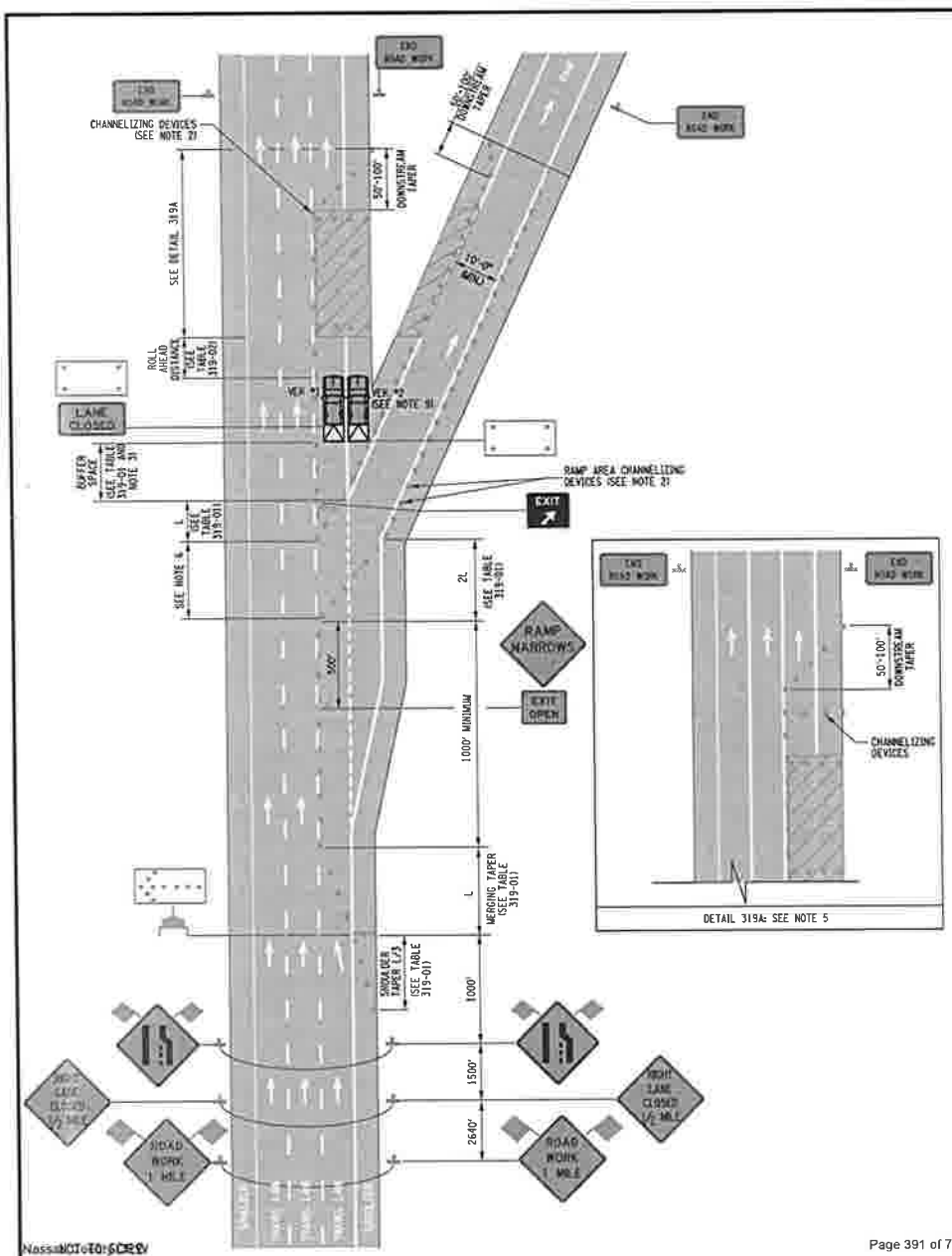
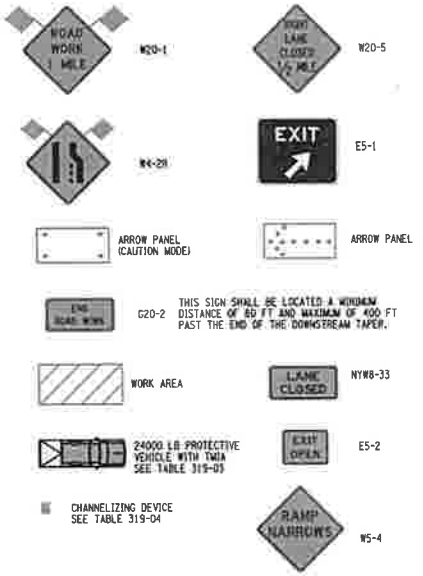
USER = obostwright

Nassau County DPW



NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.
2. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 20' IN THE ACTIVE WORK SPACE.
3. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
4. IF WORK ACTIVITY PERMITS, A MOVABLE BARRIER MAY BE USED AND RELOCATED TO THE SHOULDER.
5. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.
6. THE TEMPORARY RAMP OPENING SHALL MATCH THE OPENING OF THE EXISTING RAMP.
7. TRUCK OFF-TRACKING SHOULD BE CONSIDERED WHEN DETERMINING WHETHER THE MINIMAL LANE WIDTH OF 10' IS ADEQUATE.
8. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS/ENGINE OFF) OR PARK/NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.
9. VEH # 2 IS ONLY NEEDED WHEN THE SHOULDER WIDTH IS ≥ 8'.



REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL FREEWAY SINGLE LANE CLOSURE NEAR EXIT RAMP SHORT TERM OPERATION (SHEET 1 OF 2)

APPROVED DECEMBER 3, 2021	ISSUED UNDER EI 21-028
Robert Limoges	619-319

ROBERT LIMOGES, PE
DIRECTOR, OTSM

Contract No. H621153-13GR

USC SEPTEMBER 01, 2022

FILE NAME = 619-319-1.dgn
DATE/TIME = 08-DEC-2021 16:09
USER = oboskwright

TABLE 319-01: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ # OF SKIP LINES	TAPER LENGTH: L (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5
65	645/16	640/16/17	720/18/19	800/20/21	80/2/3	160/4/5	200/5/6

TABLE 319-02: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4

TABLE 319-03: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	FREEWAY
	EXPOSURE CONDITIONS[1]	
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT

TABLE 319-04: CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
SHORT-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT.	X	X	X	X			X	X	
	40 FT.	X	X	X	X			X	X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
LONGITUDINAL LANE OR SHOULDER CLOSURE W/NO WORKERS PRESENT	80 F.	X	X	X	X			X	X	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X	X	X	X			X	X	0
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	0
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, 0 = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

TABLE 319-05: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
E5-1	----	72x60
E5-2	48x36	48x36
G20-2	36x18	48x24
NYWB-33	48x24	48x24
W4-2R	36x36	48x48
W5-4	36x36	48x48
W20-1	36x36	48x48
W20-5	36x36	48x48
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
FREEWAY
SINGLE LANE CLOSURE NEAR EXIT RAMP
SHORT TERM OPERATION
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022
Robert Limoges
ROBERT LIMOGES, PE
DIRECTOR, OTSM

ISSUED UNDER EI 22-008
619-319
Contract No. H02153-13GR

USC SEPTEMBER 01, 2022

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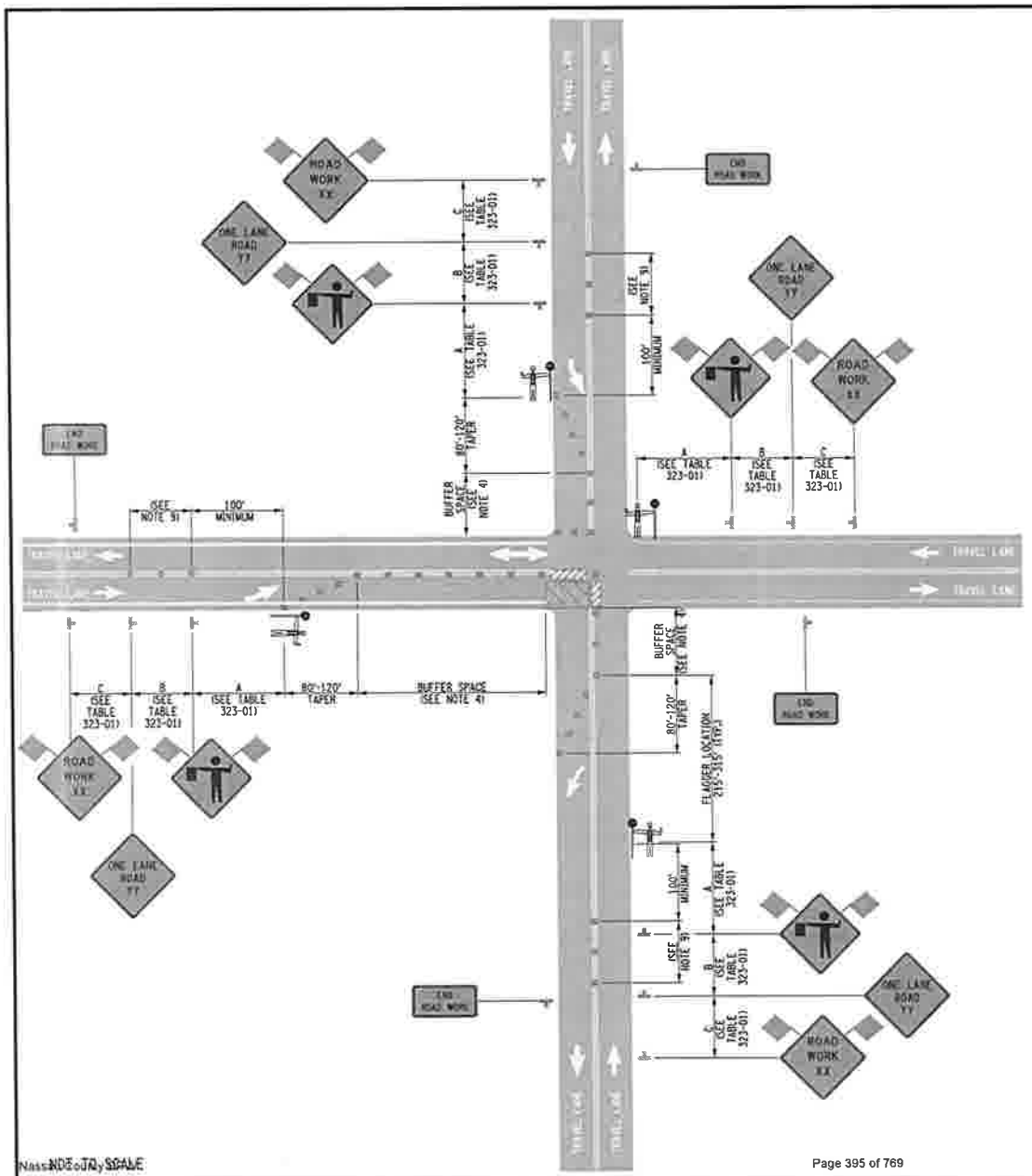

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.
2. AT SIGNALIZED INTERSECTIONS, SIGNALS SHALL BE TURNED OFF FOR ANY FLAGGING OPERATIONS, UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.
3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
4. WHERE DIRECTED BY THE ENGINEER, A BUFFER SPACE SHALL BE PROVIDED IN ORDER TO LOCATE THE ONE-LANE, TWO-WAY TRAFFIC TAPER PRIOR TO ANY HORIZONTAL OR VERTICAL CURVE, IN ORDER TO PROVIDE ADEQUATE SIGHT DISTANCE FOR THE FLAGGERS AND/OR A QUEUE OF STOPPED VEHICLES.
5. IF THE TRAFFIC IS EXPECTED TO QUEUE PAST THE W20-4 SIGN, A W3-4 SIGN SHOULD BE ADDED HALFWAY BETWEEN THE W20-4 AND W20-1 SIGNS.
6. FLAGGER SIGN (W20-7a) AND ONE LANE ROAD AHEAD SIGN (W20-4) SHALL BE REMOVED, COVERED OR TURNED AWAY FROM ROAD USERS WHEN FLAGGING OPERATIONS ARE NOT OCCURING.
7. ALL FLAGGERS SHALL USE 24" (MIN.) OCTAGON SHAPED STOP/SLOW PADDLES HAVING 6' STAFF. THE PADDLE IS THE PREFERRED DEVICE, BUT THE FLAG MAY BE USED AT INTERSECTIONS WHERE THE STOP/SLOW PADDLE WOULD OFFER CONTRADICTING INFORMATION TO DRIVERS TRAVELING IN OPPOSITE DIRECTIONS/LEGS OF THE INTERSECTION OR DURING INCIDENT MANAGEMENT SITUATIONS.
8. ADDITIONAL FLAGGERS SHALL BE LOCATED AT ALL INTERSECTIONS AND COMMERCIAL DRIVEWAYS LOCATED WITHIN OR NEAR THE ACTIVE WORK AREA.
9. CENTERLINE CONES MAY BE ADDED TO ENHANCE THE VISIBILITY OF THE FLAGGER STATION. IF CONES ARE USED, PLACE THEM 100 FT. (MINIMUM) FROM FLAGGER.
10. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.

END ROAD WORK — G20-2 — THIS SIGN SHALL BE LOCATED A MINIMUM DISTANCE OF 80 FT AND MAXIMUM OF 400 FT PAST THE END OF THE DOWNSTREAM TAPER.

W20-7a (SEE NOTE 6)

BE PREPARED TO STOP — W3-4 (SEE NOTE 5)

ROAD WORK XX — W20-1

WORK AREA

FLAGGER

ONE LANE ROAD YY — W20-4 (SEE NOTE 6)

CHANNELIZING DEVICE (SEE TABLE 323-03)

TYPE III BARRICADE

REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL TWO-LANE TWO-WAY ROADWAY FLAGGING OPERATION AT INTERSECTION SHORT TERM OPERATION (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021

Robert Limoges

ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 21-028

619-323

Contract No. H62153-13GR

Pavement Resurfacing Improvements On 13 RW 0781.22

NassNDEoJRySSDALE

USC SEPTEMBER 01, 2022

FILE NAME = 619-323-1dgn
DATE/TIME = 09-DEC-2021 16:25
USER = wshyron

TABLE 323-01: ADVANCE WARNING SIGN SPACING					
ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.
* PRECONSTRUCTION POSTED SPEED LIMIT					

TABLE 323-02: REQUIRED SIGN SIZES*		
SIGN	NON-FREEWAY	FREEWAY
G20-2	36x18	48x24
W3-4	36x36	48x48
W20-1	36x36	48x48
W20-4	36x36	48x48
W20-7a	36x36	48x48
WARNING FLAG	18x18	18x18
*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.		

TABLE 323-03: CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES											
WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE									
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
SHORT-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT.	X	X	X	X			X	X	
	40 FT.	X	X	X	X			X	X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
LONGITUDINAL LANE OR SHOULDER CLOSURE W/NO WORKERS PRESENT	80 F.	X	X	X	X			X	X	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X	X	X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									
NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL 1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE. 2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.										

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
TWO-LANE TWO-WAY ROADWAY
FLAGGING OPERATION AT INTERSECTION
SHORT TERM OPERATION
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022
Robert Limoges
ROBERT LIMOGES, PE
DIRECTOR, OTSM

ISSUED UNDER EI 22-008
619-323

Contract No. H82153-13GR

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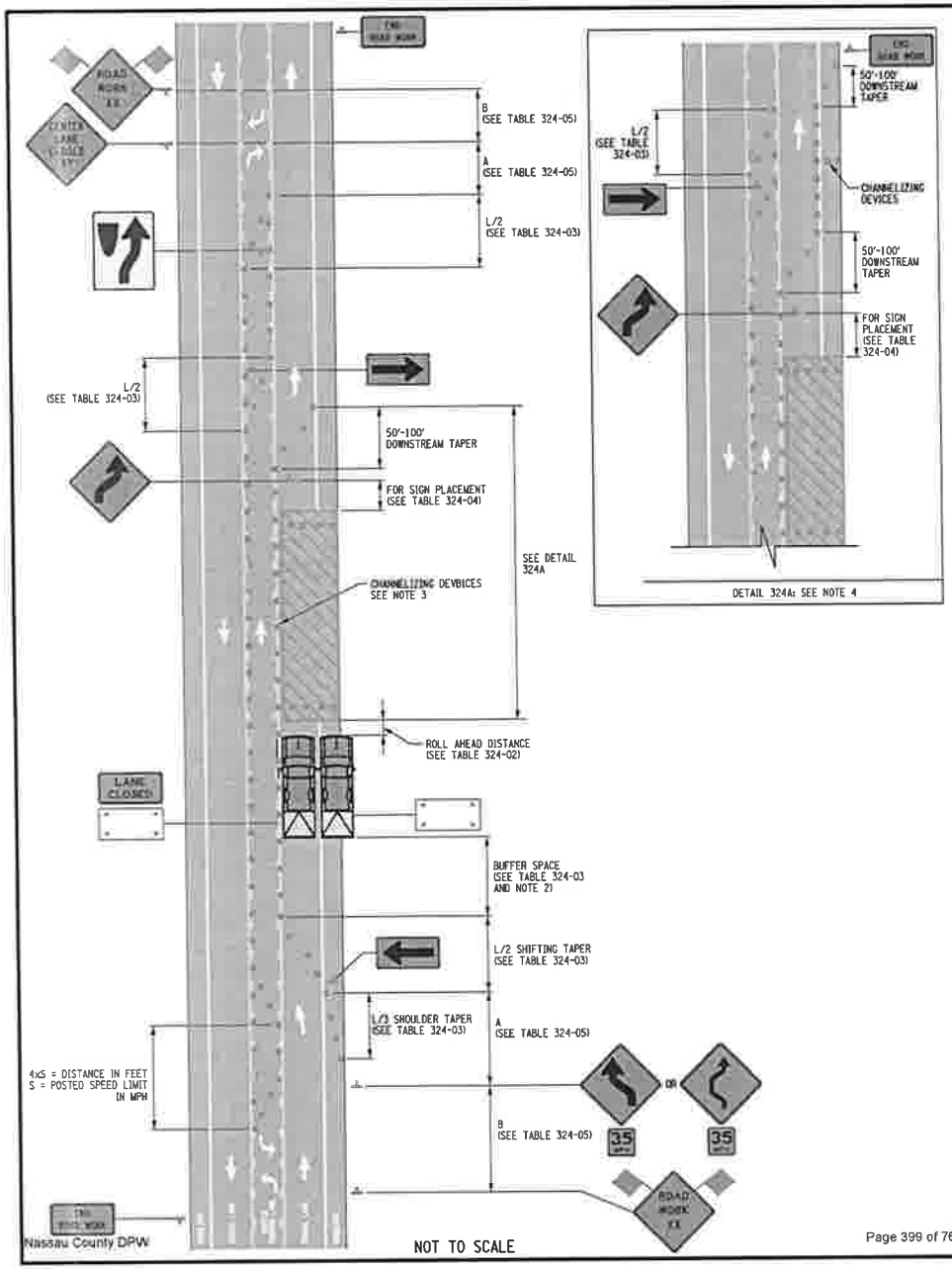


NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.

2. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.

3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE, AND 20' IN THE TURN LANE TAPER SPACE.

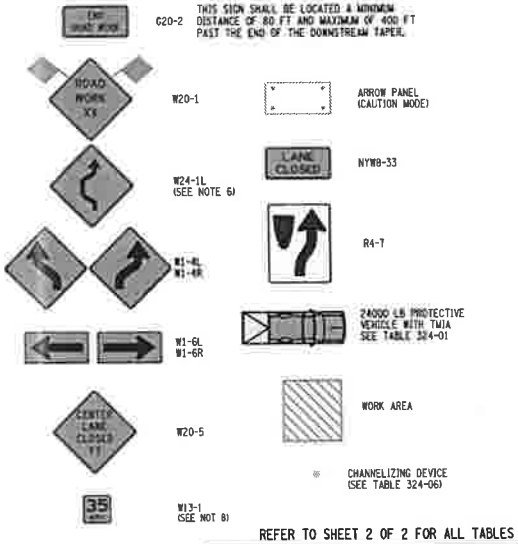
4. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.

5. WHERE THE SHIFTED SECTION IS LONGER THAN 600', ONE REVERSE CURVE SIGN SHOULD BE USED TO SHOW THE INITIAL SHIFT AND A SECOND SIGN SHOULD BE USED TO SHOW THE RETURN TO THE NORMAL ALIGNMENT. IF THE TANGENT DISTANCE ALONG THE TEMPORARY DIVERSION IS LESS THAN 600', THE DOUBLE REVERSE CURVE SIGN (W24-1L) SHOULD BE USED INSTEAD OF THE FIRST REVERSE CURVE SIGN (W1-4L) AND THE SECOND REVERSE CURVE SIGN (W1-4L) SHOULD BE OMITTED.

6. THE ENGINEER MAY REQUIRE THE USE OF AN ADVISORY SPEED PLAQUE (W13-1) TO SUPPLEMENT A WARNING SIGN. THE PLAQUE WILL BE USED TO INDICATE AN ADVISORY SPEED FOR THE WORK ZONE CONDITION. (IE. NARROW LANES, BUMPS, POOR ROADWAY SURFACE, LOW OR NO SHOULDER, DROP-OFFS, GEOMETRIC CONSTRAINTS, AND/OR POOR SIGHT CONDITIONS).

7. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS/ENGINE OFF) OR PARK/NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.

8. AN ADVISORY SPEED PLAQUE (W13-1) IS RECOMMENDED TO SUPPLEMENT A WARNING SIGN IN ORDER TO INDICATE AN ADVISORY SPEED FOR THE WORK ZONE CONDITION (IE. NARROW LANES, BUMPS, POOR ROADWAY SURFACE, LOW OR NO SHOULDER, DROP-OFFS, GEOMETRIC CONSTRIANTS, AND/OR POOR SIGHT CONDITIONS).



REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL TWO-LANE TWO-WAY ROADWAY SINGLE LANE SHIFT WITH TWO-WAY LEFT TURN LANE SHORT TERM OPERATION (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021

Robert Limoges

ROBERT LIMOGES, PE
DIRECTOR, OTSW

ISSUED UNDER EI 21-028

619-324

Contract No. HI2153-13GR

Pavement Marking Improvements Rt 13 PIN 0761.32

USC SEPTEMBER 01, 2022

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DATE/TIME = 06-DEC-2021 16:21
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TABLE 324-01: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]			
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	P
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	P	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P	P
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	P	SEE NOTE 2

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT
2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED

TABLE 324-02: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/* OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4
≤ 40	40/1	120/3

TABLE 324-03: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ * OF SKIP LINES	TAPER LENGTH: L (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
25	155/4	120/3/4	120/3/4	120/3/4	40/1/2	40/1/2	40/1/2
30	200/5	160/4/5	160/4/5	200/5/6	40/1/2	40/1/2	40/1/2
35	250/6	200/5/6	240/6/7	240/6/7	40/1/2	40/1/2	80/2/3
40	305/8	280/7/8	320/8/9	320/8/9	40/1/2	80/2/3	80/2/3
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5

TABLE 324-04: GUIDELINES FOR ADVANCE PLACEMENT OF WARNING SIGNS

POSTED OR 85TH-PERCENTILE SPEED (MPH)	ADVANCE PLACEMENT DISTANCE (FT.) [1]												
	CONDITION A: SPEED REDUCTION AND LANE CHANGING IN HEAVY TRAFFIC[2]	CONDITION B: DECELERATION TO THE LISTED ADVISORY SPEED (MPH) FOR THE CONDITION [4] CONDITION C: NO SPEED REDUCTION NECESSARY [5]											
		0[3]	5	10	15	20	25	30	35	40	45	50	55
20	410	115	110	105	90	75	"	"	"	"	"	"	"
25	515	155	160	150	135	120	95	"	"	"	"	"	"
30	620	200	205	195	185	165	140	110	"	"	"	"	"
35	720	250	255	245	235	215	190	160	130	"	"	"	"
40	825	305	320	310	295	280	255	225	190	150	"	"	"
45	930	360	380	370	360	340	315	285	255	210	165	"	"
50	1030	425	455	450	435	415	390	360	330	285	240	185	"
55	1135	495	530	520	505	490	460	435	400	355	315	255	205

NOTES:

1. THE DISTANCES HAVE NOT BEEN MODIFIED TO ACCOUNT FOR SIGN LEGIBILITY.

2. TYPICAL CONDITIONS ARE LOCATIONS WHERE THE ROAD USER MUST USE EXTRA TIME TO ADJUST SPEED AND CHANGE LANES IN HEAVY TRAFFIC BECAUSE OF A COMPLEX DRIVING SITUATION. TYPICAL SIGNS ARE MERGE AND RIGHT LAND ENDS. THE DISTANCES ARE TAKEN FROM THE 2004 AASHTO POLICY, EXHIBIT 3-3, DECISION SIGHT DISTANCE, AVOIDANCE MANEUVER E.

3. TYPICAL CONDITION IS THE WARNING OF A POTENTIAL STOP SITUATION. TYPICAL SIGNS ARE STOP AHEAD, YIELD AHEAD, SIGNAL AHEAD, AND INTERSECTION WARNING SIGNS. THE DISTANCES ARE TAKEN FROM THE 2004 AASHTO POLICY, STOPPING SIGHT DISTANCE, EXHIBIT 3-1.

4. TYPICAL CONDITIONS ARE LOCATIONS WHERE THE ROAD USER MUST DECREASE SPEED TO MANEUVER THROUGH THE WARNED CONDITION. TYPICAL SIGNS ARE TURN, CURVE, REVERSE TURN, OR REVERSE CURVE. THE DISTANCES ARE DETERMINED BY PROVIDING A 2.5 SECOND PRT AND A VEHICLE DECELERATION RATE OF 10 FT./SECOND.[2]

5. TYPICAL SIGNS ARE ADDED LANE, ROAD NARROWS, DIVIDED HIGHWAY, AND CONDITION B SIGNS DISPLAYED WITHOUT AN ADVISORY SPEED.

TABLE 324-05: ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 35 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.

* PRECONSTRUCTION POSTED SPEED LIMIT

TABLE 324-06: CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
SHORT-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT.	X	X	X	X			X	X	
	40 FT.	X	X	X	X			X	X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
LONGITUDINAL LANE OR SHOULDER CLOSURE W/NO WORKERS PRESENT	80 F.	X	X	X	X			X	X	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X	X	X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

TABLE 324-07: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
C20-2	36x18	48x24
NYW8-33	48x24	48x24
R4-7	24x30	36x48
W1-4L/W1-4R	36x36	48x48
W1-6L/W1-6R	48x24	60x30
W9-3	36x36	48x48
W13-1	36x36	48x48
W20-1	24x24	30x30
W20-4	36x36	48x48
W20-5	36x36	48x48
W24-1L	36x36	48x48
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

NEW YORK STATE OF OPPORTUNITY. **Department of Transportation**

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL TWO-LANE TWO-WAY ROADWAY SINGLE LANE SHIFT WITH TWO-WAY LEFT TURN LANE SHORT TERM OPERATION (SHEET 2 OF 2)

APPROVED APRIL 8, 2022 — ISSUED UNDER EI 22-008

ROBERT LIMOCES, P.E.
DIRECTOR, OTEM

619-324

Contract No. H#2153-13GR

Pavement Marking Improvements Rt 17 PIN 0761.22

USC SEPTEMBER 01, 2022

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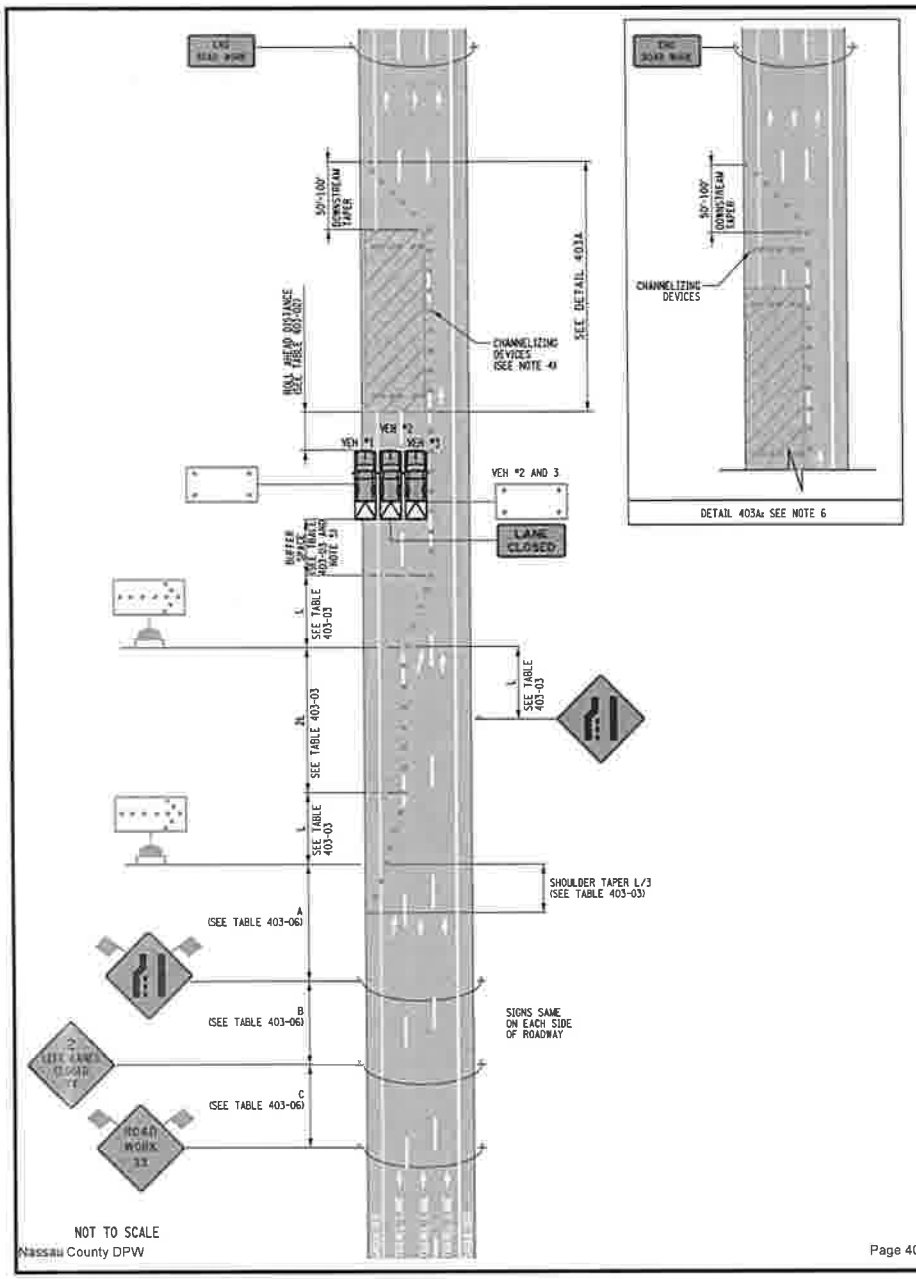
Nassau County DPW



NOTES:

1. INTERMEDIATE-TERM IS STATIONARY WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK LASTING MORE THAN 1 HOUR.
2. RIGHT LANE CLOSURES ARE SYMMETRICAL TO LEFT LANE CLOSURES. SUBSTITUTE RIGHT TWO LANES CLOSED 1/2 MILE SIGN (W20-5a) AND THE CORRESPONDING LANE ENDS SIGN (W4-2R).
3. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS /ENGINE OFF) OR PARK / NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.
4. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 20' IN THE ACTIVE WORK SPACE.
5. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
6. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.
7. THE NYR9-11 SIGN IS RECOMMENDED. WHEN USED, IT SHALL BE PLACED IN ADVANCE OF THE FIRST ADVANCE WARNING SIGN. THE PLACEMENT DISTANCE SHALL BE 1000' FOR POSTED SPEED LIMITS OF 45 MPH OR HIGHER, AND 300' - 500' FOR POSTED SPEED LIMITS OF LESS THAN 45 MPH.

NOTES ON NIGHTTIME WORK:

N1. WORK OCCURRING AFTER SUNSET AND BEFORE SUNRISE WILL BE CONSIDERED NIGHTTIME OPERATIONS.

N2. ALL SIGNS, STOP/SLOW PADDLES AND RED FLAGS USED TO WARN/ALERT/CONTROL TRAFFIC SHALL BE RETROREFLECTIVE.

N3. ALL WORKERS INVOLVED SHALL WEAR PROTECTIVE HELMETS AND NIGHTTIME APPAREL IN ACCORDANCE WITH §107-05A, HIGH VISIBILITY APPAREL AT ALL TIMES.

N4. VEHICLES OPERATING ON THE PAVEMENT OF A CLOSED ROADWAY OR TRAVEL LANE SHALL DISPLAY ROTATING AMBER BEACONS OR FLASHING LED BEACONS AT ALL TIMES.

N5. LEVEL I ILLUMINATION SHALL BE PROVIDED NEAR THE BEGINNING OF LANE CLOSURE TAPERS AND AT ROAD CLOSURES, INCLUDING THE SETUP AND REMOVAL OF THE CLOSURE TAPERS.

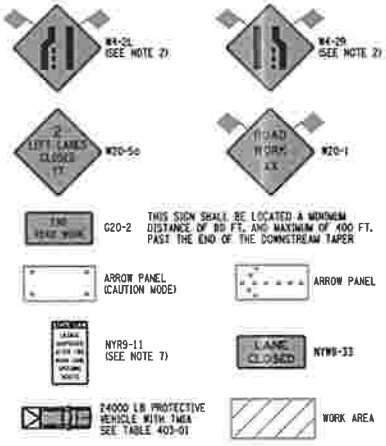
N6. LEVEL II ILLUMINATION SHALL BE PROVIDED FOR FLAGGING STATIONS, ASPHALT PAVING, MILLING, AND CONCRETE PLACEMENT AND/OR REMOVAL OPERATIONS, INCLUDING BRIDGE DECKS, 50 FEET AHEAD OF AND 100 FEET BEHIND A PAVING OR MILLING MACHINE.

N7. LEVEL III ILLUMINATION SHALL BE PROVIDED FOR PAVEMENT OR STRUCTURAL CRACK FILLING, JOINT REPAIR, PAVEMENT PATCHING AND REPAIRS, INSTALLATION OF SIGNAL EQUIPMENT OR OTHER ELECTRICAL/MECHANICAL EQUIPMENT, AND OTHER TASKS INVOLVING FINE DETAILS OR INTRICATE PARTS AND EQUIPMENT.

N8. ALL LIGHTING SHALL BE DESIGNED, INSTALLED, AND OPERATED TO AVOID GLARE THAT AFFECTS TRAFFIC ON THE ROADWAY OR THAT CAUSES ANNOYANCE OR DISCOMFORT FOR RESIDENCES ADJOINING THE ROADWAY.

N9. PRIOR TO THE START OF NIGHTTIME OPERATIONS, A WRITTEN NIGHTTIME OPERATIONS AND LIGHTING PLAN IS REQUIRED FOR APPROVAL.

N10. SEE NIGHTTIME SAFETY BULLETIN, HDM §16.5.7, & STANDARD SPECIFICATIONS §619 FOR ADDITONAL REQUIREMENTS AND CONSIDERATIONS.



REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL MULTI-LANE DIVIDED ROADWAY AND FREEWAY LEFT (OR RIGHT) TWO LANE CLOSURE INTERMEDIATE TERM (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021

Robert Limoges

ROBERT LIMOGES, PE
DIRECTOR, OTSM

ISSUED UNDER EI 21-028

619-403

Contract No. H#2153-13GR

Pavement Marking Improvements PIN 0764.23

USC SEPTEMBER 01, 2022

FILE NAME = 619-403-1.dgn
DATE/TIME = 08-DEC-2021 16:08
USER = woheron

TABLE 403-01: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	FREEWAY	NON-FREEWAY		
			≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]				
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	P, TMA	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	P, TMA	SEE NOTE 2	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	SEE NOTE 2	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	SEE NOTE 2	SEE NOTE 2	SEE NOTE 2

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT
2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED

TABLE 403-02: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/* OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4
≤ 40	40/1	120/3

TABLE 403-03: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ * OF SKIP LINES	TAPER LENGTH: L (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
25	155/4	120/3/4	120/3/4	120/3/4	40/1/2	40/1/2	40/1/2
30	200/5	160/4/5	160/4/5	200/5/6	40/1/2	40/1/2	40/1/2
35	250/6	200/5/6	240/6/7	240/6/7	40/1/2	40/1/2	80/2/3
40	305/8	280/7/8	320/8/9	320/8/9	40/1/2	80/2/3	80/2/3
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5
65	645/16	640/16/17	720/18/19	800/20/21	80/2/3	160/4/5	200/5/6

TABLE 403-04: CHANNELIZING DEVICE APPLICATION FOR INTERMEDIATE-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
INTERMEDIATE-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT. *	X							X	
	40 FT.	X							X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X		X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

* SEE NOTE 4 ON SHEET 1 OF 2.

TABLE 403-05: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
G20-2	36x18	48x24
NYW8-33	48x24	48x24
W4-2L	36x36	48x48
W4-2R	36x36	48x48
W20-1	36x36	48x48
W20-5a	36x36	48x48
NYR9-11	24x42	48x84
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

TABLE 403-06: ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.

* PRECONSTRUCTION POSTED SPEED LIMIT

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
MULTI-LANE DIVIDED ROADWAY AND FREEWAY
LEFT (OR RIGHT) TWO LANE CLOSURE
INTERMEDIATE TERM
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022
Robert Limoges
ROBERT LIMOGES, PE
DIRECTOR, OTSM

ISSUED UNDER EI 22-008

619-403

Contract No. H62153-13GR

Pavement Marking Improvements PIN 07M1071.23

USC SEPTEMBER 01, 2022

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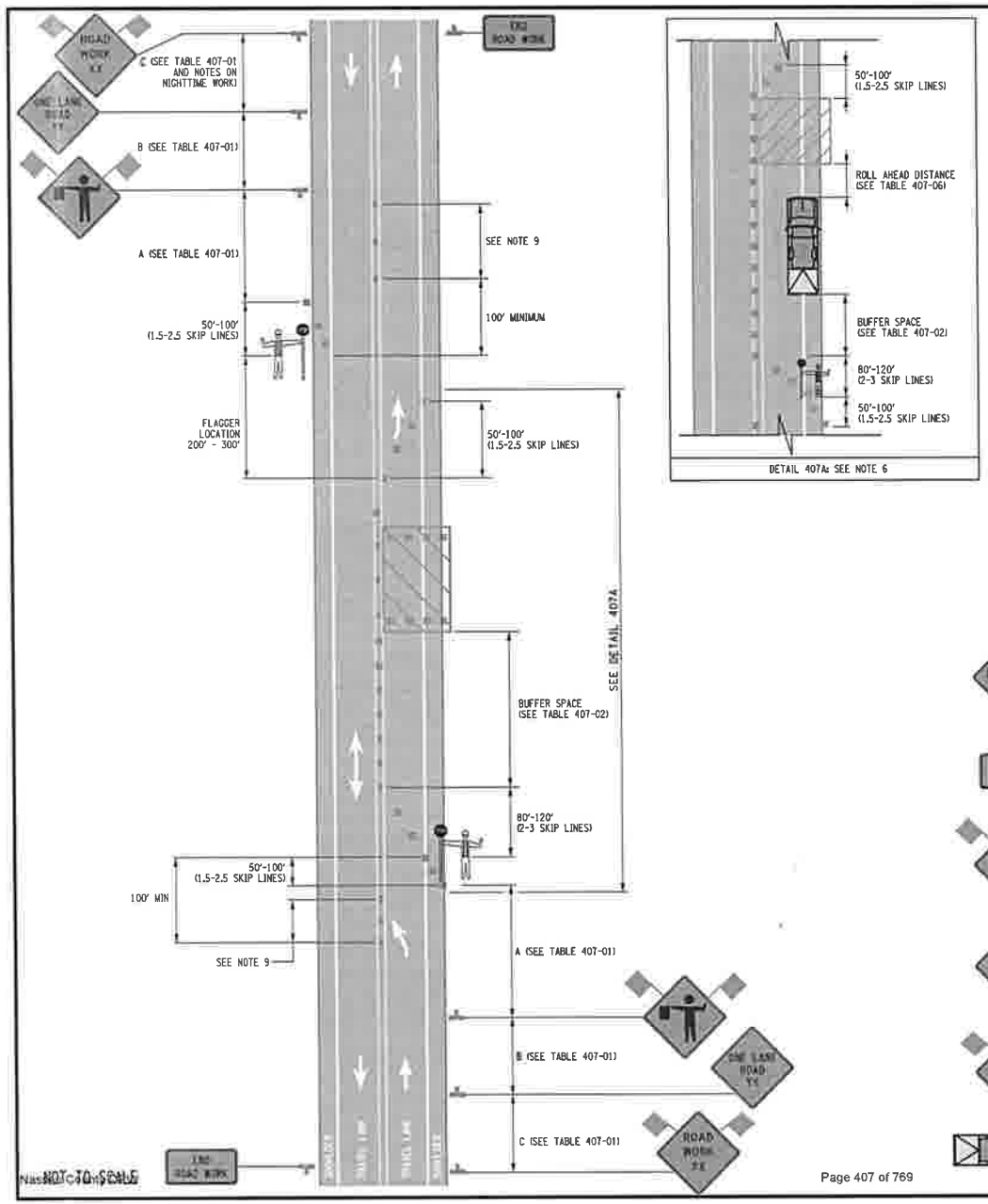
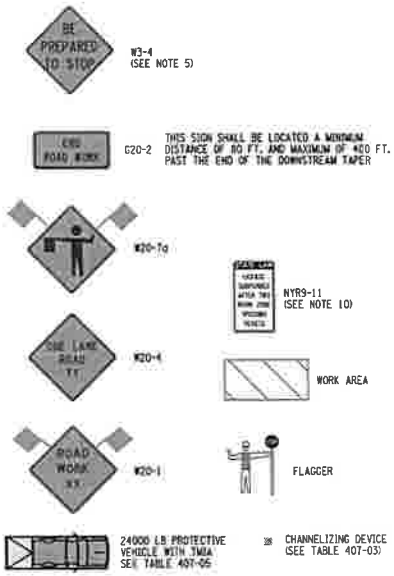


DETAIL 407A: SEE NOTE 6



NOTES:

1. INTERMEDIATE-TERM IS STATIONARY WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK LASTING MORE THAN 1 HOUR.

2. WHEN A SIDE ROAD OR DRIVEWAY INTERSECTS THE ROADWAY WITHIN A WORK ZONE TRAFFIC CONTROL AREA, ADDITIONAL TEMPORARY TRAFFIC CONTROL DEVICES AND/OR FLAGGERS SHALL BE PLACED AS NEEDED. ADDITIONAL FLAGGERS SHALL BE LOCATED AT ALL INTERSECTIONS AND COMMERCIAL DRIVEWAYS LOCATED WITHIN OR NEAR THE ACTIVE WORK SPACE. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.

3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 20' IN THE ACTIVE WORK SPACE.

4. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.

5. IF THE TRAFFIC IS EXPECTED TO QUEUE PAST THE W20-4 SIGN, A W3-4 SIGN SHOULD BE ADDED HALFWAY BETWEEN THE W20-4 AND W20-1 SIGNS.

6. IF CONDITION WARRANTS, PROTECTIVE VEHICLE WITH APPROPRIATE ROLL AHEAD DISTANCE MAY BE USED IN ADVANCE OF THE WORK AREA. TO USE PROTECTIVE VEHICLE, BUFFER SPACE SHALL BE PROVIDED ACCORDINGLY, AND THE WHEELS SHALL BE ALIGNED WITH THE LANE STRIPING.

7. FLAGGER SIGN (W20-7a) AND ONE LANE ROAD AHEAD SIGN (W20-4) SHALL BE REMOVED, COVERED OR TURNED AWAY FROM ROAD USERS WHEN FLAGGING OPERATIONS ARE NOT OCCURRING.

8. ALL FLAGGERS SHALL USE 24" (MIN.) OCTAGON SHAPED STOP/SLOW PADDLES HAVING 6' STAFF. THE PADDLE IS THE PREFERRED DEVICE, BUT THE FLAG MAY BE USED AT INTERSECTIONS WHERE THE STOP/SLOW PADDLE WOULD OFFER CONTRADICTING INFORMATION TO DRIVERS TRAVELING IN OPPOSITE DIRECTIONS/LEGS OF THE INTERSECTION OR DURING INCIDENT MANAGEMENT SITUATIONS.

9. CENTERLINE CONES MAY BE ADDED TO ENHANCE THE VISIBILITY OF THE FLAGGER STATION. IF CONES ARE USED, PLACE THEM 100 FT. (MINIMUM) FROM FLAGGER.

10. THE NYR9-11 SIGN IS RECOMMENDED. WHEN USED, IT SHALL BE PLACED IN ADVANCE OF THE FIRST ADVANCE WARNING SIGN. THE PLACEMENT DISTANCE SHALL BE 1000' FOR POSTED SPEED LIMITS OF 45 MPH OR HIGHER, AND 300' - 500' FOR POSTED SPEED LIMITS OF LESS THAN 45 MPH.

NOTES ON NIGHTTIME WORK:

N1. WORK OCCURRING AFTER SUNSET AND BEFORE SUNRISE WILL BE CONSIDERED NIGHTTIME OPERATIONS.

N2. ALL SIGNS, STOP / SLOW PADDLES AND RED FLAGS USED TO WARN / ALERT / CONTROL TRAFFIC SHALL BE RETROREFLECTIVE.

N3. ALL WORKERS INVOLVED SHALL WEAR PROTECTIVE HELMET AND NIGHTTIME APPAREL IN ACCORDANCE WITH §107-05A. HIGH VISIBILITY APPAREL AT ALL TIMES.

N4. VEHICLES OPERATING ON THE PAVEMENT OF A CLOSED ROADWAY OR TRAVEL LANE SHALL DISPLAY ROTATING AMBER BEACONS AT ALL TIMES.

N5. LEVEL I ILLUMINATION SHALL BE PROVIDED NEAR THE BEGINNING OF LANE CLOSURE TAPERS AND AT ROAD CLOSURES, INCLUDING THE SETUP AND REMOVAL OF THE CLOSURE TAPERS.

N6. LEVEL II ILLUMINATION SHALL BE PROVIDED FOR FLAGGING STATIONS, ASPHALT PAVING, MILLING, AND CONCRETE PLACEMENT AND/OR REMOVAL OPERATIONS,INCLUDING BRIDGE DECKS, 50 FEET AHEAD OF AND 100 FEET BEHIND A PAVING OR MILLING MACHINE.

N7. LEVEL III ILLUMINATION SHALL BE PROVIDED FOR PAVEMENT OR STRUCTURAL CRACK FILLING, JOINT REPAIR, PAVEMENT PATCHING AND REPAIRS, INSTALLATION OF SIGNAL EQUIPMENT OR OTHER ELECTRICAL/MECHANICAL, AND OTHER TASKS INVOLVING FINE DETAILS OR INTRICATE PARTS AND EQUIPMENT.

N8. ALL LIGHTING SHALL BE DESIGNED, INSTALLED, AND OPERATED TO AVOID GLARE THAT AFFECTS TRAFFIC ON THE ROADWAY OR THAT CAUSES ANNOYANCE OR DISCOMFORT FOR RESIDENCES ADJOINING THE ROADWAY.

N9. PRIOR TO THE START OF NIGHTTIME OPERATIONS, A WRITTEN NIGHTTIME OPERATIONS AND LIGHTING PLAN IS REQUIRED FOR APPROVAL.

N10. SEE NIGHTTIME SAFETY BULLETIN, HDM §16.5.7, & STANDARD SPECIFICATIONS 9619 FOR ADDITONAL REQUIREMENTS AND CONSIDERATIONS.

REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL TWO-LANE TWO-WAY ROADWAY LANE CLOSURE WITH FLAGGERS INTERMEDIATE TERM OPERATIONS (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-026
ROBERT LIMOGES, PE DIRECTOR, OTSM	619-407

Contract No. H62153-13GR

USC SEPTEMBER 01, 2022

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USER = kohlerch

TABLE 407-01: ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.

* PRECONSTRUCTION POSTED SPEED LIMIT

TABLE 407-02: LONGITUDINAL BUFFER SPACE

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ # OF SKIP LINES
45	360/9
50	425/11
55	495/13
65	645/16

TABLE 407-03: CHANNELIZING DEVICE APPLICATION FOR INTERMEDIATE-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
INTERMEDIATE-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT. *	X							X	
	40 FT.	X							X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X		X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

* SEE NOTE 3 ON SHEET 1 OF 2.

TABLE 407-04: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
G20-2	36x18	48x24
W3-4	36x36	48x48
W20-1	36x36	48x48
W20-4	36x36	48x48
W20-7a	36x36	48x48
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

TABLE 407-05: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]			
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	SEE NOTE 2	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	SEE NOTE 2	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	SEE NOTE 2	SEE NOTE 2	SEE NOTE 2

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER. IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT
2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED

TABLE 407-06: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4
≤ 40	40/1	120/3

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
TWO-LANE TWO-WAY ROADWAY
LANE CLOSURE WITH FLAGGERS
INTERMEDIATE TERM OPERATION
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022 — ISSUED UNDER EI 22-008

ROBERT LIMOGES, PE
DIRECTOR, OTSM

Contract No. H02153-T3GR

619-407

Pavement Friction Improvements, PIN 0761.22

USC SEPTEMBER 01, 2022

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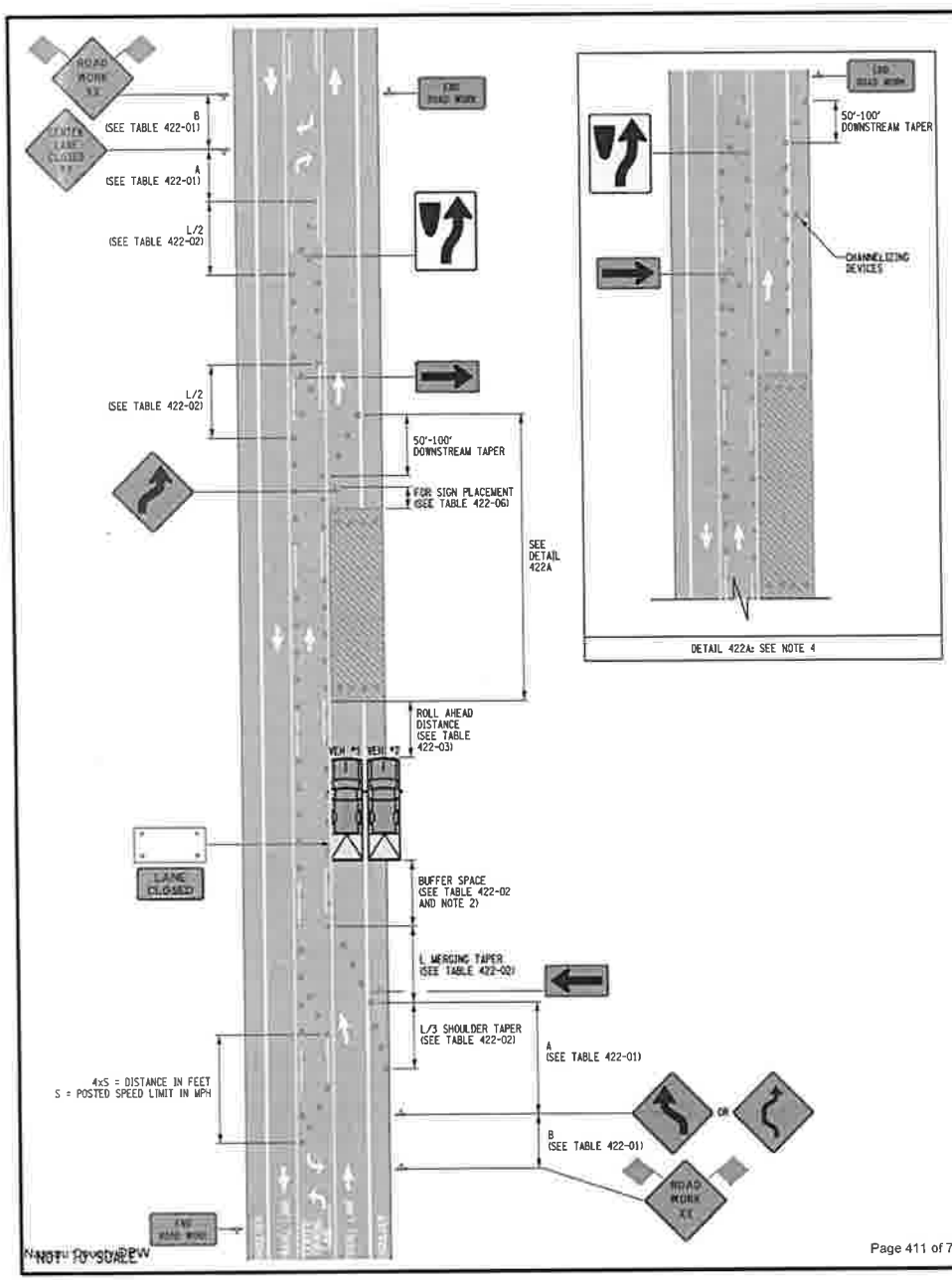


NOTES:

1. INTERMEDIATE-TERM IS STATIONARY WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK LASTING MORE THAN 1 HOUR.

2. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.

3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 20' IN THE ACTIVE WORK SPACE AND THE TURN LANE TAPER SPACE.

4. CHANNELIZING DEVICES SHALL BE PLACED TRANSVERSELY A MINIMUM OF EVERY 800' AS SHOWN WHEN A PAVED SHOULDER HAVING A WIDTH OF 8' OR GREATER IS CLOSED FOR A DISTANCE GREATER THAN 800'.

5. WHERE THE SHIFTED SECTION IS LONGER THAN 600', ONE REVERSE CURVE SIGN SHOULD BE USED TO SHOW THE INITIAL SHIFT AND A SECOND SIGN SHOULD BE USED TO SHOW THE RETURN TO THE NORMAL ALIGNMENT. IF THE TANGENT DISTANCE ALONG THE TEMPORARY DIVERSION IS LESS THAN 600', THE DOUBLE REVERSE CURVE SIGN (W24-1L) SHOULD BE USED INSTEAD OF THE FIRST REVERSE CURVE SIGN (W1-4L) AND THE SECOND REVERSE CURVE SIGN (W1-4L) SHOULD BE OMITTED.

6. THE ENGINEER MAY REQUIRE THE USE OF AN ADVISORY SPEED PLAQUE (W13-1) TO SUPPLEMENT A WARNING SIGN. THE PLAQUE WILL BE USED TO INDICATE AN ADVISORY SPEED FOR THE WORK ZONE CONDITION. (IE. NARROW LANES, BUMPS, POOR ROADWAY SURFACE, LOW OR NO SHOULDER, DROP-OFFS, GEOMETRIC CONSTRAINTS, AND/OR POOR SIGHT CONDITIONS).

7. THE NYR9-11 SIGN IS RECOMMENDED. WHEN USED, IT SHALL BE PLACED IN ADVANCE OF THE FIRST ADVANCE WARNING SIGN. THE PLACEMENT DISTANCE SHALL BE 1000' FOR POSTED SPEED LIMITS OF 45 MPH OR HIGHER, AND 300' - 500' FOR POSTED SPEED LIMITS OF LESS THAN 45 MPH.

8. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS /ENGINE OFF) OR PARK / NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.

NOTES ON NIGHTTIME WORK:

N1. WORK OCCURRING AFTER SUNSET AND BEFORE SUNRISE WILL BE CONSIDERED NIGHTTIME OPERATIONS.

N2. ALL SIGNS, STOP/SLOW PADDLES AND RED FLAGS USED TO WARN/ALERT/CONTROL TRAFFIC SHALL BE RETROREFLECTIVE.

N3. ALL WORKERS INVOLVED SHALL WEAR PROTECTIVE HELMET AND NIGHTTIME APPAREL IN ACCORDANCE WITH §107-05A. HIGH VISIBILITY APPAREL AT ALL TIMES.

N4. VEHICLES OPERATING ON THE PAVEMENT OF A CLOSED ROADWAY OR TRAVEL LANE SHALL DISPLAY ROTATING AMBER BEACONS OR FLASHING LED BEACONS AT ALL TIMES.

N5. LEVEL I ILLUMINATION SHALL BE PROVIDED NEAR THE BEGINNING OF LANE CLOSURE TAPERS AND AT ROAD CLOSURES, INCLUDING THE SETUP AND REMOVAL OF THE CLOSURE TAPERS.

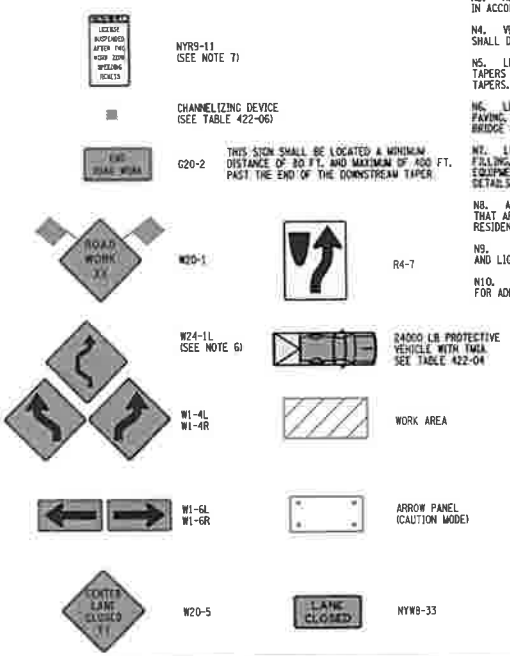
N6. LEVEL II ILLUMINATION SHALL BE PROVIDED FOR FLAGGING STATIONS, ASPHALT PAVING, MILLING, AND CONCRETE PLACEMENT AND/OR REMOVAL OPERATIONS, INCLUDING BRIDGE DECKS, 50 FEET AHEAD OF AND 100 FEET BEHIND A PAVING OR MILLING MACHINE.

N7. LEVEL III ILLUMINATION SHALL BE PROVIDED FOR PAVEMENT OR STRUCTURAL CRACK FILLING, JOINT REPAIR, PAVEMENT PATCHING AND REPAIRS, INSTALLATION OF SIGNAL EQUIPMENT OR OTHER ELECTRICAL/MECHANICAL, AND OTHER TASKS INVOLVING FINE DETAILS OR INTRICATE PARTS AND EQUIPMENT.

N8. ALL LIGHTING SHALL BE DESIGNED, INSTALLED, AND OPERATED TO AVOID GLARE THAT AFFECTS TRAFFIC ON THE ROADWAY OR THAT CAUSES ANNOYANCE OR DISCOMFORT FOR RESIDENCES ADJOINING THE ROADWAY.

N9. PRIOR TO THE START OF NIGHTTIME OPERATIONS, A WRITTEN NIGHTTIME OPERATIONS AND LIGHTING PLAN IS REQUIRED FOR APPROVAL.

N10. SEE NIGHTTIME SAFETY BULLETIN, HDM §16.5.7, & STANDARD SPECIFICATIONS §619 FOR ADDITONAL REQUIREMENTS AND CONSIDERATIONS.



REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL TWO-LANE TWO-WAY ROADWAY SINGLE LANE SHIFT WITH TWO-WAY LEFT TURN LANE INTERMEDIATE TERM OPERATION (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-028
Robert Limoges	619-422
ROBERT LIMOGES, P.E. DIRECTOR, OTSM	Contract No. H52153-13GR

USC SEPTEMBER 01, 2022
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DATE/TIME = 08-DEC-2021 15:15
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TABLE 422-01: ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.

* PRECONSTRUCTION POSTED SPEED LIMIT

TABLE 422-02: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ * OF SKIP LINES	TAPER LENGTH: L (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ * OF SKIP LINES/ * OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥ 8 FT.
25	155/4	120/3/4	120/3/4	120/3/4	40/1/2	40/1/2	40/1/2
30	200/5	160/4/5	160/4/5	200/5/6	40/1/2	40/1/2	40/1/2
35	250/6	200/5/6	240/6/7	240/6/7	40/1/2	40/1/2	80/2/3
40	305/8	280/7/8	320/8/9	320/8/9	40/1/2	80/2/3	80/2/3
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5

TABLE 422-03: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/* OF SKIP LINES FOR VEHICLES		
PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4
≤ 40	40/1	120/3

TABLE 422-04: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]			
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	SEE NOTE 2	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	SEE NOTE 2	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	SEE NOTE 2	SEE NOTE 2	SEE NOTE 2

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER. IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT
2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED

TABLE 422-05: CHANNELIZING DEVICE APPLICATION FOR INTERMEDIATE-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
INTERMEDIATE-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT. *	X							X	
	40 FT.	X							X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X		X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

* SEE NOTE 3 ON SHEET 1 OF 2.

TABLE 422-06: GUIDELINES FOR ADVANCE PLACEMENT OF WARNING SIGNS

POSTED OR 85TH-PERCENTILE SPEED (MPH)	ADVANCE PLACEMENT DISTANCE (FT.)[1]													
	CONDITION A: SPEED REDUCTION AND LANE CHANGING IN HEAVY TRAFFIC[2]	CONDITION B: DECELERATION TO THE LISTED ADVISORY SPEED (MPH) FOR THE CONDITION[4] CONDITION C: NO SPEED REDUCTION NECESSARY[5]												
		0[3]	5	10	15	20	25	30	35	40	45	50	55	
20	410	115	110	105	90	75	"	"	"	"	"	"	"	
25	515	155	160	150	135	120	95	"	"	"	"	"	"	
30	620	200	205	195	185	165	140	110	"	"	"	"	"	
35	720	250	255	245	235	215	190	160	130	"	"	"	"	
40	825	305	320	310	295	280	255	225	190	150	"	"	"	
45	930	360	380	370	360	340	315	285	255	210	165	"	"	
50	1030	425	455	450	435	415	390	360	330	285	240	185	"	
55	1135	495	530	520	505	490	460	435	400	355	315	255	205	

NOTES:

1. THE DISTANCES HAVE NOT BEEN MODIFIED TO ACCOUNT FOR SIGN LEGIBILITY.

2. TYPICAL CONDITIONS ARE LOCATIONS WHERE THE ROAD USER MUST USE EXTRA TIME TO ADJUST SPEED AND CHANGE LANES IN HEAVY TRAFFIC BECAUSE OF A COMPLEX DRIVING SITUATION. TYPICAL SIGNS ARE MERGE AND RIGHT LANE ENDS. THE DISTANCES ARE TAKEN FROM THE 2004 AASHTO POLICY, EXHIBIT 3-3, DECISION SIGHT DISTANCE, AVOIDANCE MANEUVER E.

3. TYPICAL CONDITION IS THE WARNING OF A POTENTIAL STOP SITUATION. TYPICAL SIGNS ARE STOP AHEAD, YIELD AHEAD, SIGNAL AHEAD, AND INTERSECTION WARNING SIGNS. THE DISTANCES ARE TAKEN FROM THE 2004 AASHTO POLICY, STOPPING SIGHT DISTANCE, EXHIBIT 3-1.

4. TYPICAL CONDITIONS ARE LOCATIONS WHERE THE ROAD USER MUST DECREASE SPEED TO MANEUVER THROUGH THE WARNED CONDITION. TYPICAL SIGNS ARE TURN, CURVE, REVERSE TURN, OR REVERSE CURVE. THE DISTANCES ARE DETERMINED BY PROVIDING A 2.5 SECOND PRT AND A VEHICLE DECELERATION RATE OF 10 FT/SECOND.[2]

5. TYPICAL SIGNS ARE ADDED LANE, ROAD NARROWS, DIVIDED HIGHWAY, AND CONDITION B SIGNS DISPLAYED WITHOUT AN ADVISORY SPEED.

TABLE 422-07: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
NYR9-L1	24x42	48x84
W1-4L/W1-4R	36x36	48x48
W1-6L/W1-6R	48x24	60x30
W9-3	36x36	48x48
W20-1	36x36	48x48
W20-4	36x36	48x48
W20-5	36x36	48x48
W24-1L	36x36	48x48
R4-7	24x30	36x48
NYW8-33	48x24	48x24
G20-2	36x18	48x24
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
TWO-LANE TWO-WAY ROADWAY
SINGLE LANE SHIFT WITH TWO-WAY LEFT TURN LANE INTERMEDIATE TERM OPERATION
(SHEET 2 OF 2)

APPROVED APRIL 8, 2022
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 22-008

619-422

Contract No. H62153-13GR

Pavement Marking Improvements Sh 17 PIN 0781.33

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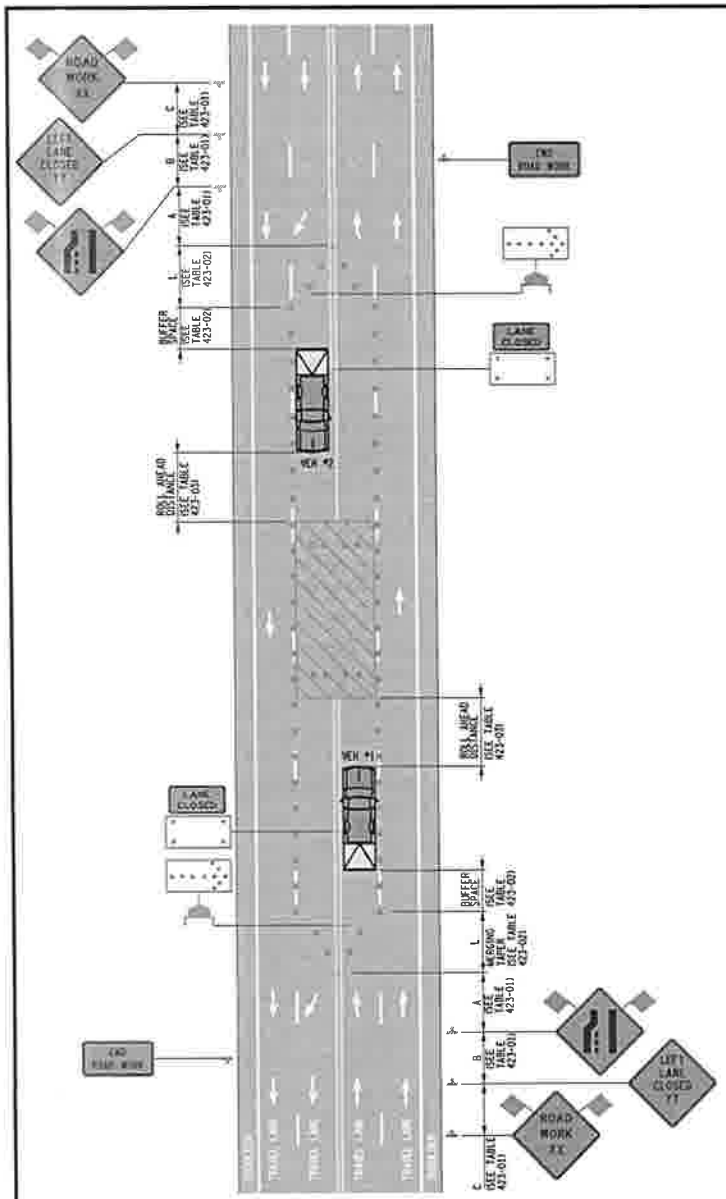
Nassau County DPW



NOT TO SCALE

NOTES:

1. INTERMEDIATE-TERM IS STATIONARY WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK LASTING MORE THAN 1 HOUR.
2. NO WORK ACTIVITY, EQUIPMENT, OR STORAGE OF VEHICLES, OR MATERIAL SHALL OCCUR WITHIN THE BUFFER SPACE AT ANY TIME.
3. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 20' IN THE ACTIVE WORK SPACE.
4. THE PROTECTIVE VEHICLE SHALL BE UNOCCUPIED AND SHALL BE POSITIONED PARALLEL TO TRAFFIC AND HAVE THE WHEELS ALIGNED WITH THE LANE STRIPING. IT MUST BE PLACED IN NEUTRAL WITH THE PARKING BRAKE SET (PARK/ 2ND GEAR FOR ENGINE OFF CONDITIONS).
5. FOR LOW SPEED (< 45 MPH), LOW VOLUME URBAN STREETS, THE W20-5 SIGN MAY BE OMITTED AND THE W20-1 SIGN RELOCATED TO THAT LOCATION.
6. THE PROTECTIVE VEHICLE(S) SHALL MAINTAIN THE APPROPRIATE ROLL AHEAD DISTANCE, BE AN UNOCCUPIED TRUCK POSITIONED PARALLEL TO TRAFFIC, PARKING BRAKE SET, PLACED IN 2ND GEAR (MANUAL TRANSMISSIONS /ENGINE OFF) OR PARK / NEUTRAL (AUTOMATIC TRANSMISSIONS) AND HAVE THE FRONT WHEELS ALIGNED WITH THE LANE STRIPING.
7. THE NYR9-11 SIGN IS RECOMMENDED. WHEN USED, IT SHALL BE PLACED IN ADVANCE OF THE FIRST ADVANCE WARNING SIGN. THE PLACEMENT DISTANCE SHALL BE 1000' FOR POSTED SPEED LIMITS OF 45 MPH OR HIGHER, AND 300' - 500' FOR POSTED SPEED LIMITS OF LESS THAN 45 MPH.

NOTES ON NIGHTTIME WORK:

N1. WORK OCCURRING AFTER SUNSET AND BEFORE SUNRISE WILL BE CONSIDERED NIGHTTIME OPERATIONS.

N2. ALL SIGNS, STOP / SLOW PADDLES AND RED FLAGS USED TO WARN / ALERT / CONTROL TRAFFIC SHALL BE RETROREFLECTIVE.

N3. ALL WORKERS INVOLVED SHALL WEAR PROTECTIVE HELMETS AND NIGHTTIME APPAREL IN ACCORDANCE WITH §107-05A. HIGH VISIBILITY APPAREL AT ALL TIMES.

N4. VEHICLES OPERATING ON THE PAVEMENT OF A CLOSED ROADWAY OR TRAVEL LANE SHALL DISPLAY ROTATING AMBER BEACONS OR FLASHING LED BEACONS AT ALL TIMES.

N5. LEVEL I ILLUMINATION SHALL BE PROVIDED NEAR THE BEGINNING OF LANE CLOSURE TAPERS AND AT ROAD CLOSURES, INCLUDING THE SETUP AND REMOVAL OF THE CLOSURE TAPERS.

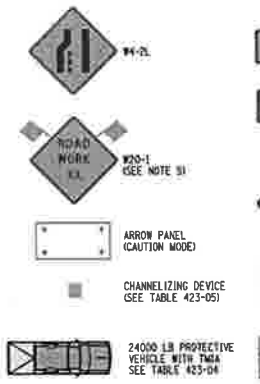
N6. LEVEL II ILLUMINATION SHALL BE PROVIDED FOR FLAGGING STATIONS, ASPHALT PAVING, MILLING, AND CONCRETE PLACEMENT AND/OR REMOVAL OPERATIONS, INCLUDING BRIDGE DECKS, 50 FEET AHEAD OF AND 100 FEET BEHIND A PAVING OR MILLING MACHINE.

N7. LEVEL III ILLUMINATION SHALL BE PROVIDED FOR PAVEMENT OR STRUCTURAL CRACK FILLING, JOINT REPAIR, PAVEMENT PATCHING AND REPAIRS, INSTALLATION OF SIGNAL EQUIPMENT OR OTHER ELECTRICAL/MECHANICAL EQUIPMENT, AND OTHER TASKS INVOLVING FINE DETAILS OR INTRICATE PARTS AND EQUIPMENT.

N8. ALL LIGHTING SHALL BE DESIGNED, INSTALLED, AND OPERATED TO AVOID GLARE THAT AFFECTS TRAFFIC ON THE ROADWAY OR THAT CAUSES ANNOYANCE OR DISCOMFORT FOR RESIDENCES ADJOINING THE ROADWAY.

N9. PRIOR TO THE START OF NIGHTTIME OPERATIONS, A WRITTEN NIGHTTIME OPERATIONS AND LIGHTING PLAN IS REQUIRED FOR APPROVAL.

N10. SEE NIGHTTIME SAFETY BULLETIN, HDM §16.5.7, & STANDARD SPECIFICATIONS §619 FOR ADDITONAL REQUIREMENTS AND CONSIDERATIONS.



REFER TO SHEET 2 OF 2 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL MULTI-LANE TWO-WAY ROADWAY DOUBLE INTERIOR LANE CLOSURE INTERMEDIATE TERM OPERATION (SHEET 1 OF 2)

APPROVED DECEMBER 2, 2021	ISSUED UNDER EI 21-028
RobertLimoges ROBERT LIMOGES, PE DIRECTOR, OTSM	619-423

Contract No. H02153-13GR

Pavement Marking Improvements Pin 33 PIN 0251.33

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DATE/TIME = 13-APR-2022 14:15
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TABLE 423-01: ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A (FT.)	B (FT.)	C (FT.)	XX	YY
URBAN (≤ 30 MPH*)	100	100	100	AHEAD	AHEAD
URBAN (35-40 MPH*)	200	200	200	AHEAD	AHEAD
URBAN (≥ 45 MPH*)	350	350	350	1000 FT.	AHEAD
RURAL	500	500	500	1500 FT.	1000 FT.

* PRECONSTRUCTION POSTED SPEED LIMIT

TABLE 423-02: LONGITUDINAL BUFFER SPACE AND TAPER LENGTHS

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.)/ # OF SKIP LINES	TAPER LENGTH: L (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES			SHOULDER TAPER LENGTH: L/3 (FT.)/ # OF SKIP LINES/ # OF CHANNELIZING DEVICES		
		FOR LANE WIDTH IN FT. (LATERAL SHIFT OF TRAFFIC FLOW PATH)			FOR SHOULDER WIDTH		
		10	11	12	≤ 4 FT.	5 - 7 FT.	≥8 FT.
25	155/4	120/3/4	120/3/4	120/3/4	40/1/2	40/1/2	40/1/2
30	200/5	160/4/5	160/4/5	200/5/6	40/1/2	40/1/2	40/1/2
35	250/6	200/5/6	240/6/7	240/6/7	40/1/2	40/1/2	80/2/3
40	305/8	280/7/8	320/8/9	320/8/9	40/1/2	80/2/3	80/2/3
45	360/9	440/11/12	520/13/14	560/14/15	80/2/3	80/2/3	120/3/4
50	425/11	520/13/14	560/14/15	600/15/16	80/2/3	120/3/4	160/4/5
55	495/13	560/14/15	600/15/16	680/17/18	80/2/3	120/3/4	160/4/5

TABLE 423-03: ROLL AHEAD DISTANCE

ROLL AHEAD DISTANCE (FT.)/# OF SKIP LINES FOR VEHICLES

PRECONSTRUCTION POSTED SPEED LIMIT (MPH)	STATIONARY OPERATION	
	MIN	MAX
≥ 55	120/3	200/5
45 - 50	80/2	160/4
≤ 40	40/1	120/3

TABLE 423-04: PROTECTIVE VEHICLE REQUIREMENTS

CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEWAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
	EXPOSURE CONDITIONS[1]			
LANE CLOSURE OR ENCROACHMENT	WORKERS ON FOOT OR VEHICLE EXPOSED TO TRAFFIC	P, TMA	P, TMA	SEE NOTE 2
	OTHER HAZARDS NO WORKERS EXPOSED	P, TMA	SEE NOTE 2	SEE NOTE 2

LEGEND

P: PROTECTIVE VEHICLE REQUIRED FOR EACH CLOSED LANE & EACH CLOSED PAVED SHOULDER 8' OR WIDER, IF THE WORK SPACE MOVES WITHIN THE STATIONARY CLOSURE, THE PROTECTIVE VEHICLE SHALL BE REPOSITIONED ACCORDINGLY

TMA: TMA REQUIRED

NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT
2. EITHER A PROTECTIVE VEHICLE OR THE STANDARD BUFFER SPACE SHALL BE PROVIDED

TABLE 423-05: CHANNELIZING DEVICE APPLICATION FOR INTERMEDIATE-TERM STATIONARY WORK ZONES

WORK ZONE PROVISIONS	MAXIMUM DEVICE SPACING (CENTER TO CENTER)	MUTCD COMPLIANT CHANNELIZING DEVICE								
		DRUMS	STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY TUBULAR MARKERS	INTERIM TUBULAR MARKERS	VERTICAL PANELS	OVERSIZED VERTICAL PANELS	TYPE III BARRICADES
INTERMEDIATE-TERM STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 DAYLIGHT PERIOD UP TO 3 CONSECUTIVE DAYS, OR NIGHTTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR										
SHOULDER/MERGING/ SHIFTING TAPERS	20 FT. *	X							X	
	40 FT.	X							X	
MARKING FOR TRANSVERSE BUMPS[1]	N/A	X[2]			X[2]				X[2]	
TRANSVERSE DEVICE WITHIN CLOSED TRAFFIC LANE AND/OR SHOULDER	800 FT.	X		X	X			X	X	O
REMOVAL OF EXISTING GUIDE RAIL	80 FT.	X		X	X	X		X	X	O
	40 FT.									

NOTES: X= ALLOWED, BLANK = NOT ALLOWED, O = OPTIONAL
1. - A TYPE 1 OBJECT MARKER MAY BE USED IN LIEU OF CHANNELIZING DEVICE.
2. - CHANNELIZING DEVICES SHALL BE EQUIPPED WITH A FLASHING WARNING LIGHT.

* SEE NOTE 3 ON SHEET 1 OF 2.

TABLE 423-06: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
W4-2L	36x36	48x48
W20-1	36x36	48x48
W20-5	36x36	48x48
NYW8-33	48x24	48x24
G20-2	36x18	48x24
WARNING FLAG	18x18	18x18

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL MULTI-LANE TWO-WAY ROADWAY DOUBLE INTERIOR LANE CLOSURE INTERMEDIATE TERM OPERATION (SHEET 2 OF 2)

APPROVED APRIL 8, 2022

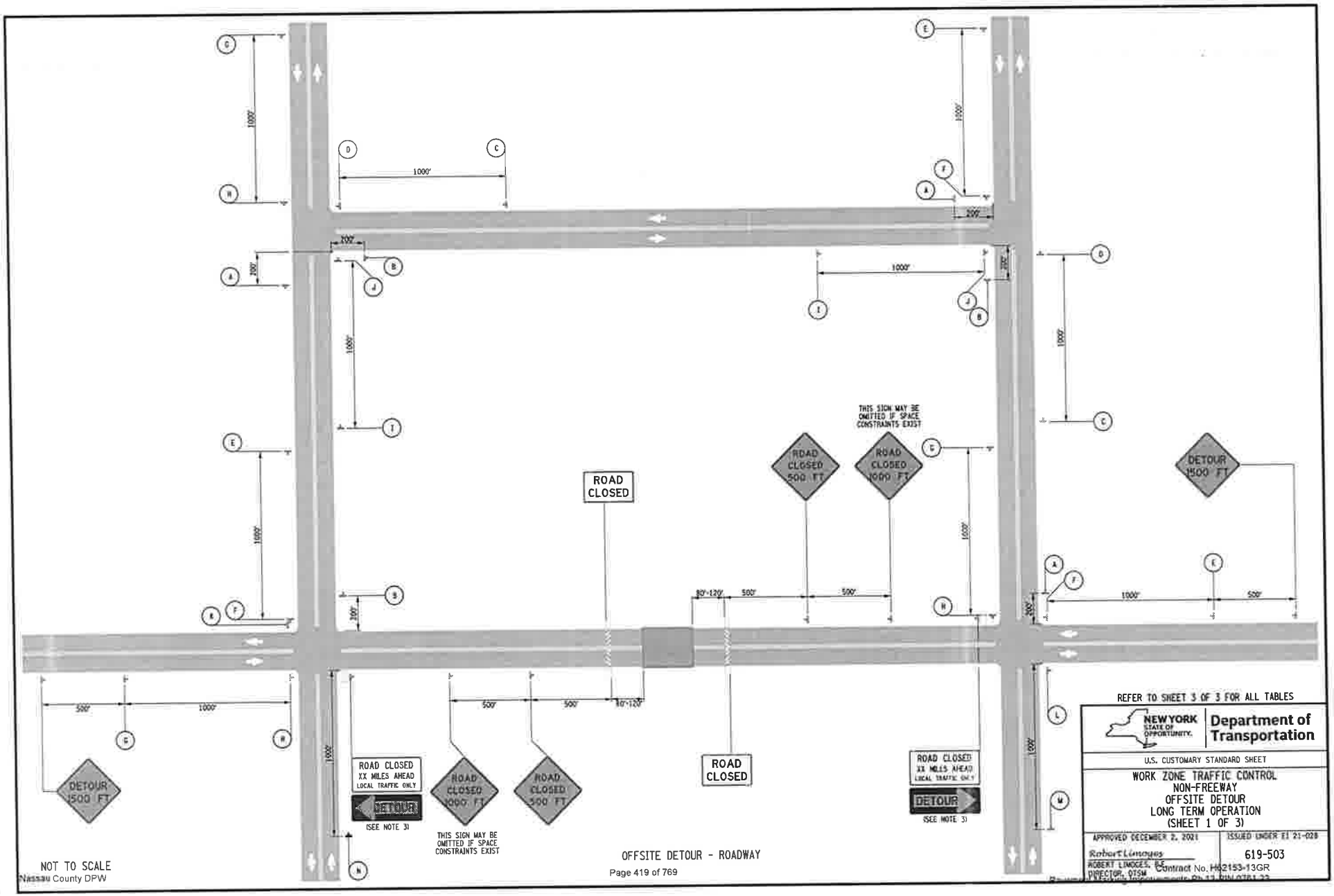
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 22-008

619-423

Pavement Marking Improvements Rt 17 PIN 8761.22

Contract No. H62153-13GR



NOT TO SCALE

Nassau County DPW

OFFSITE DETOUR - ROADWAY

REFER TO SHEET 3 OF 3 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
NON-FREEWAY
OFFSITE DETOUR
LONG TERM OPERATION
(SHEET 1 OF 3)

APPROVED DECEMBER 2, 2021

Robert Limoges

ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 21-028

619-503

Contract No. H62153-13GR

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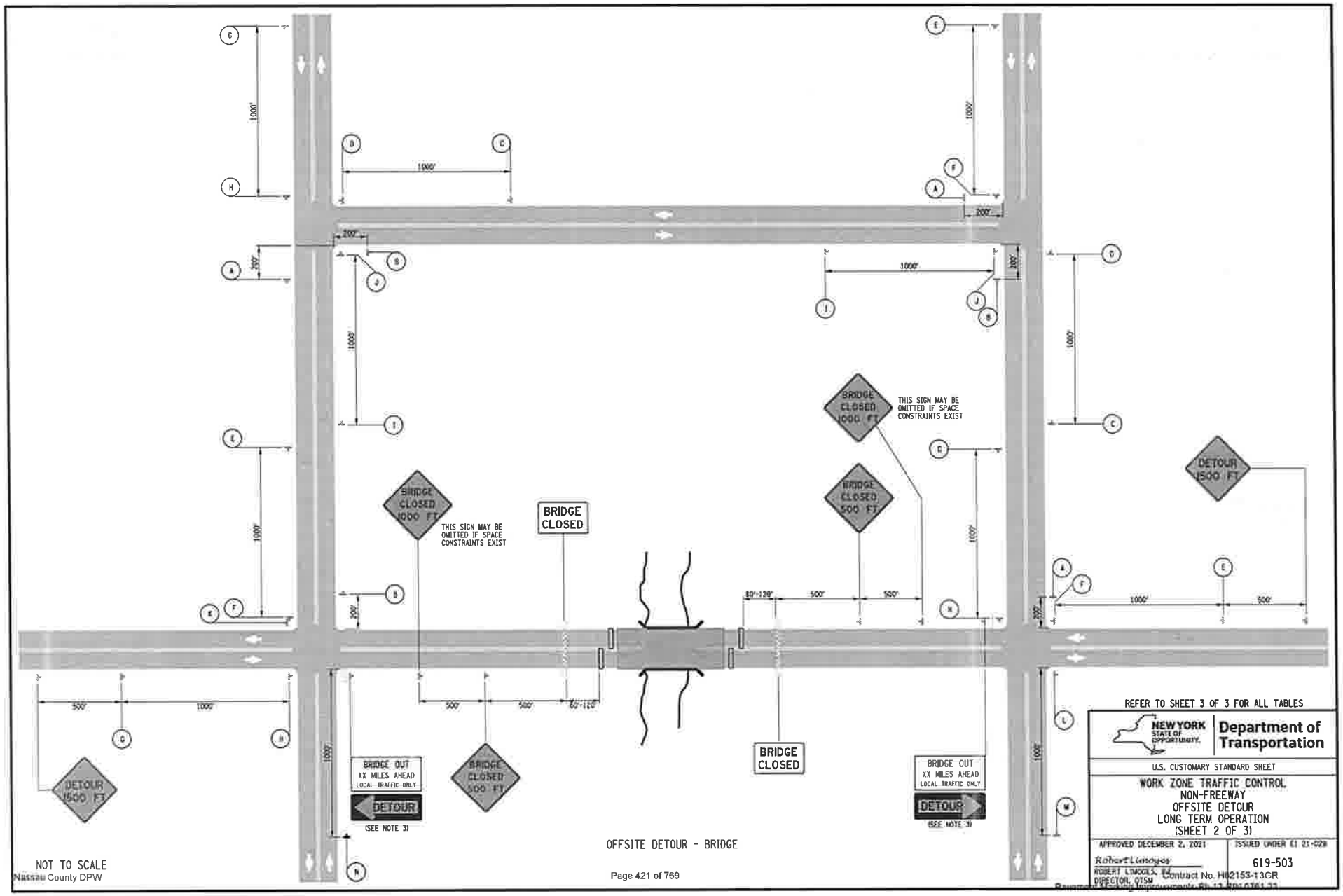

NOT TO SCALE

Nassau County DPW

OFFSITE DETOUR - BRIDGE

REFER TO SHEET 3 OF 3 FOR ALL TABLES

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
NON-FREEWAY
OFFSITE DETOUR
LONG TERM OPERATION
(SHEET 2 OF 3)

APPROVED DECEMBER 2, 2021

Robert Limoges
ROBERT LIMOGES, PE
DIRECTOR, OTSM

ISSUED UNDER EI 21-028

619-503

Contract No. H02153-13GR

Pavement Marking Improvements Rt 12 PIN 0T61.22

USC SEPTEMBER 01, 2022

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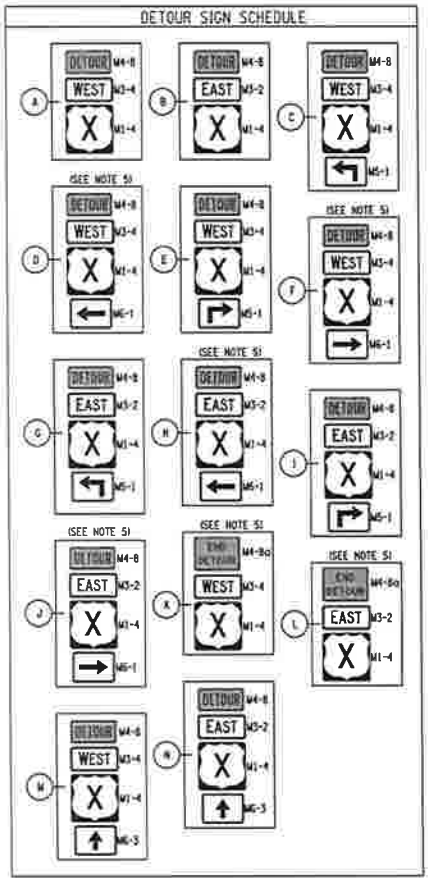

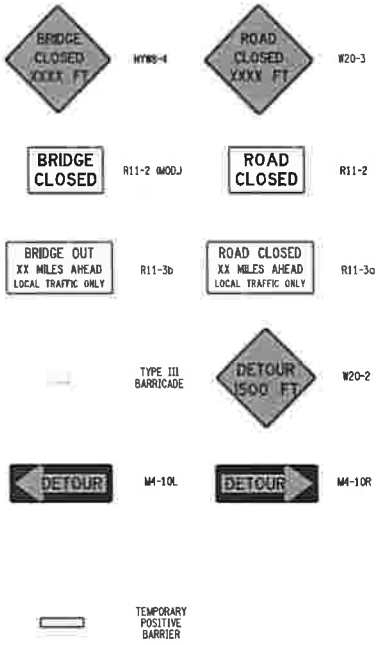

NOTES:

1. LONG-TERM IS STATIONARY WORK THAT OCCUPIES A LOCATION MORE THAN 3 CONSECUTIVE DAYS. THIS SETUP MAY ALSO BE USED FOR A SHORT TERM OFFSITE DETOUR IN WHICH CASE NOTES N1 TO N9 WILL NOT APPLY.

2. CONFIRMATION SIGNING (A) AND (B) SHALL BE REPEATED A MAXIMUM DISTANCE OF EVERY 1/2 MILE.

3. IF THE ROAD IS OPENED FOR SOME DISTANCE BEYOND THE INTERSECTION AND/OR THERE ARE SIGNIFICANT ORIGIN/DESTINATION POINTS BEYOND THE INTERSECTION, THE R11-3a/R11-3b ROAD CLOSED SIGN AND THE M4-10L/R) SIGN ON TYPE III BARRICADES MAY BE LOCATED AT THE EDGE OF THE TRAVELED WAY.

4. ANY EXISTING SIGN, INCLUDING OVERHEAD SIGNS, WHICH CONFLICT WITH THE TEMPORARY TRAFFIC CONTROL SIGN LAYOUT SHALL BE COVERED, REMOVED, STORED OR RESET ASBE. BLANK COVERS USED TO COVER PORTIONS OF EXISTING SIGNS SHALL BE OF A COLOR AND REFLECTORIZED MATERIAL MATCHING THAT OF THE SIGN BEING PARTIALLY COVERED. THE CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGE TO SIGNS CAUSED BY THE METHODS USED TO TEMPORARILY REMOVE, REPLACE, RELOCATE OR COVER SIGN PANELS OR SIGN TEXT, AT NO ADDITIONAL COST TO THE STATE. ALL APPROPRIATE EXISTING SIGNS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AND/OR LOCATION UNLESS OTHERWISE REPLACED IN THE CONTACT DOCUMENTS.

5. SIGN GROUPINGS (D), (E), (H), (J), (K), AND (L) SHALL ALWAYS BE POSTED A MAXIMUM OF 50' FROM AN INTERSECTION.

6. FOR LOCAL AND/OR COUNTY ROAD DETOUR SIGNAGE DETAILS REFER TO MUTCD WITH NEW YORK STATE SUPPLEMENT FOR GUIDANCE.

NOTES ON NIGHTTIME WORK:

N1. WORK OCCURRING AFTER SUNSET AND BEFORE SUNRISE WILL BE CONSIDERED NIGHTTIME OPERATIONS.

N2. ALL SIGNS, STOP/SLOW PADDLES AND RED FLAGS USED TO WARN/ALERT/CONTROL TRAFFIC SHALL BE RETROREFLECTIVE.

N3. ALL WORKERS INVOLVED SHALL WEAR PROTECTIVE HELMET AND NIGHTTIME APPAREL IN ACCORDANCE WITH §107-05A. HIGH VISIBILITY APPAREL AT ALL TIMES.

N4. VEHICLES OPERATING ON THE PAVEMENT OF A CLOSED ROADWAY OR TRAVEL LANE SHALL DISPLAY ROTATING AMBER BEACONS OR FLASHING LED BEACONS AT ALL TIMES.

N5. LEVEL I ILLUMINATION SHALL BE PROVIDED NEAR THE BEGINNING OF LANE CLOSURE TAPERS AND AT ROAD CLOSURES, INCLUDING THE SETUP AND REMOVAL OF THE CLOSURE TAPERS.

N6. LEVEL II ILLUMINATION SHALL BE PROVIDED FOR FLAGGING STATIONS, ASPHALT PAVING, MILLING, AND CONCRETE PLACEMENT AND/OR REMOVAL OPERATIONS,INCLUDING BRIDGE DECKS, 50 FEET AHEAD OF AND 100 FEET BEHIND A PAVING OR MILLING MACHINE.

N7. LEVEL III ILLUMINATION SHALL BE PROVIDED FOR PAVEMENT OR STRUCTURAL CRACK FILLING, JOINT REPAIR, PAVEMENT PATCHING AND REPAIRS, INSTALLATION OF SIGNAL EQUIPMENT OR OTHER ELECTRICAL/MECHANICAL, AND OTHER TASKS INVOLVING FINE DETAILS OR INTRICATE PARTS AND EQUIPMENT.

N8. ALL LIGHTING SHALL BE DESIGNED, INSTALLED, AND OPERATED TO AVOID GLARE THAT AFFECTS TRAFFIC ON THE ROADWAY OR THAT CAUSES ANNOYANCE OR DISCOMFORT FOR RESIDENCES ADJOINING THE ROADWAY.

N9. PRIOR TO THE START OF NIGHTTIME OPERATIONS, A WRITTEN NIGHTTIME OPERATIONS AND LIGHTING PLAN IS REQUIRED FOR APPROVAL.

N10. SEE NIGHTTIME SAFETY BULLETIN, HDM §16.5.7, & STANDARD SPECIFICATIONS §619 FOR ADDITIONAL REQUIREMENTS AND CONSIDERATIONS.

TABLE 519-01: REQUIRED SIGN SIZES*

SIGN	NON-FREEWAY	FREEWAY
NYW8-4	36x36	48x48
M4-10L/M4-10R	48x18	48x18
R11-2	48x30	48x30
R11-3a**/R11-3b**	60x30	60x30
W20-2	36x36	48x48
W20-3	36x36	48x48

*FREEWAY SIZES MAY BE USED ON NON-FREEWAY, IF SPACE CONSTRAINTS DO NOT EXIST.
**SIGNS NOT FOR FREEWAY USE.

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
NON-FREEWAY
OFFSITE DETOUR
LONG TERM OPERATION
(SHEET 3 OF 3)

APPROVED DECEMBER 2, 2021
Robert Limoges
ROBERT LIMOGES, P.E.
DIRECTOR, OTSM

ISSUED UNDER EI 21-028
619-503

Contract No. H62153-13GR

USC SEPTEMBER 01, 2022

FILE NAME = 619-503-3.dgn
DATE/TIME = 09-DEC-2021 14:52
USER = wshannon

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SUBMITTAL BY LOW BIDDER

THE FOLLOWING QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED TO ALBANY, AS WELL AS NASSAU COUNTY, PRIOR TO CONTRACT AWARD.

THE ATTACHMENTS A AND B SHOULD BE SUBMITTED TO NYSDOT CONSTRUCTION FOR THE AWARD CONCURRENCE REVIEW.

ANY INCOMPLETE SECTIONS WILL RESULT IN THE DOCUMENT BEING RETURNED AND MAY DELAY CONTRACT AWARD.

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).

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

I. 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	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

I. 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)

II. 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

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

III. CONTRACT HISTORY	
3.0 Has the Business Entity completed any construction contracts?	☐ Yes ☐ No
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.*	
3.1 Does the Business Entity currently have uncompleted construction contracts?	☐ Yes ☐ No
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.*	

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 (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 ☐ 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

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.)*		

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

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NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontractson projects up to that number.

1.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design 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.**	**Design 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.**	**Design 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.**	**Design 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.**	**Design Architect and/or Design Engineer**		
	Contract No.	**Prime or Sub**	**Joint Venture (JV) Name, if applicable**			**EIN of JV, if applicable**

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS

EIN:

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.**	**Design 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.**	**Design 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.**	**Design 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.**	**Design 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.**	**Design Architect and/or Design Engineer**		
	Contract No. / **Prime or Sub**	**Joint Venture (JV) Name, if applicable**		**EIN of JV, if applicable**	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

EIN:

Nassau County DPW
Page 449 of 769
Contract No. H62153-13GR
Pavement Marking Improvements-Ph 13-PIN 0761.23

Question 3.1: List all current uncompleted construction contracts.

1.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design 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**
2.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design 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**
3.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design 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**
4.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design 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**

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.1: List all current uncompleted construction contracts.

5.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design 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**
6.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design 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**
7.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design 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**
8.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design 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**

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

EIN:

Question 3.1: List all current uncompleted construction contracts.

9.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design 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**
10.	**Agency/Owner**			**Award Date**	**Amount**	**Date Completed**
	Contact Person		**Telephone No.**	**Design 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**

Grand Total All Uncompleted Contracts	$0.00

NO TEXT ON THIS PAGE

Nassau County DPW
Page 455 of 769
Contract No. H62153-13GR
Pavement Marking Improvements-Ph 13-PIN 0761.23

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:
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		$	0.00	
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		$	0.00	
7.	Deposits				
	Bid and plan				
	Other (list)				
	Total deposits		$	0.00	
8.	Prepaid expenses				
	Income Taxes				
	Insurance				
	Other (List)				
	Total prepaid expenses		$	0.00	
9.	Other current assets				
	(List)				
	Total other current assets		$	0.00	
10.	Total current assets				$ 0.00

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:

11.	Investments				
	Listed securities present market value	$			
	Unlisted securities present value				
	Total investments		$	0.00	
12.	Fixed Assets				
	Land				
	Building and improvements				
	Leasehold improvements				
	Machinery and equipment				
	Automotive equipment				
	Office furniture and fixtures				
	Other (list)				
	Total		$	0.00	
	Less: accumulated depreciation		$		
	Total fixed assets net				$ 0.00
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		$	0.00	
14.	TOTAL ASSETS				$ 0.00

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:

LIABILITIES

	Current Liabilities			
15.	Accounts payable		$	
16.	Loans from shareholders – 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			
	(List)	$		
	Total other payables – due within one year			0.00
20.	Billings in excess of costs and estimated earnings			
21.	Accrued expenses payable	Salaries and wages		
		Employees' benefits		
		Insurance		
		Other		
	Total accrued expenses payable			0.00
22.	Dividends payable			
23.	Income taxes payable	State		
		Federal		
		Other		
	Total income taxes payable			0.00
24.	Total Current Liabilities		$	0.00
25.	Deferred Income Taxes			
	Payable	State		
		Federal		
		Other		
	Total deferred income taxes		$	0.00

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:

26.	Long Term Liabilities				
	Loans from shareholders – due after one year				
	Notes payable – due after one year				
	Mortgage – due after one year				
	Other payables – due after one year				
	(List)				
	Total long term liabilities		$ 0.00		
27.	Other Liabilities				
	(List)				
	Total other liabilities		$ 0.00		
28.	TOTAL LIABILITIES			$	0.00
	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		$ 0.00		
	Less: Treasury Stock				
31.	TOTAL STOCKHOLDERS EQUITY			$	0.00
32.	TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY			$	0.00

AAP 21LLNYS Form Instructions:

Subcontractor/Vendor: Is defined as any subcontractor, materialmen, supplier or service provider with an AAP 20LLNYS / CONR 89LL on file for the contract.

Final Report: Check YES or NO, as appropriate, to indicate whether this will be the Final Report submitted for this vendor.

Contract No: Enter NYSDOT PIN (Project Identification Number) and Local Project contract number.

County: Enter the name of the county or counties this project is located in.

Report Date: Enter date (Month/Day/Year) through which payments due and made are reflective of.

Contractor and Vendor Data: Enter names, and addresses (including zip code), Telephone numbers (including area codes) and Federal Identification Numbers for both the Contractor and Vendor.

Total Payments Due to Date: Enter total of payments due to the Vendor to date.

Retainage or Other Withholding to Date: Enter amount due Vendor that has not been paid due to retainage or other withholding.

Total Payment to Date: Value of payments due to date less retainage or other withholding.

Comments: Amounts recorded as retainage or other withholding must be accompanied by a brief description of the circumstances necessitating the withholding along with item numbers involved (if any).

Signatures: Authorized representative of the Contractor must sign and date.

Signatures on Final Report: An authorized representative of both the Contractor and Vendor must sign and date.

Notarization: On the Final Report, or when directed by the Project Sponsor, Contractor and Vendor signatures must be notarized.

The AAP 21LL NYS is a cumulative to-date report of the total payments due a Vendor, total retainage or other withholdings, and total payments made to the Vendor. The AAP 21LL NYS is to be submitted by the fifteenth day of the month to the Project Sponsor, or when requested by that entity. The dollar values on this report should be accurate through the last day of the previous month. The Final AAP 21LL NYS must be signed and notarized by both parties. The Final AAP 21LL NYS should be submitted as soon as possible after the Vendor has completed/supplied all of the work/service/products for which it was utilized, but not later than 30 days after the Vendor has completed its commitment.

An AAP 21LL NYS is required for each Vendor due payment on the project.

The Contractor shall submit a copy of the AAP 21LL NYS, signed by an authorized representative of their firm, to the Project Sponsor and to each Vendor due payment on the project.

The Contractor shall inform the vendor of its responsibility to review the form for accuracy and to have the Vendor's signature on the Final AAP 21LL NYS notarized.

This report is a written instrument within the meaning of Section 175.00 of the Penal law. I am fully aware that it will be filed with the Project Sponsor and become a part of the records thereof, and that entering any false information hereon constitutes the crime of Offering a False instrument for filing in the first degree, which is a Class E Felony (Penal Law, Section 175.35).

Contractor Report of Contract Payments

Final Report ☐ Yes ☐ No	PIN / Contract Number	County	Report Date

Contractor Name and Address	Subcontractor/Vendor Name and Address
	☐ Check if firm is CERTIFIED MWBE
Contractor Federal Identification Number	**Subcontractor/Vendor Federal Identification Number**

Total Payments Due to Date:
- Retainage or Other Withholding to Date:

Total Payments to Date:

Project Sponsor Name and Address

Comments

Certification

Section 139-f of the State Finance Law requires the contractor to pay each of its subcontractors and/or materialmen the proceeds from the payment representing the value of work performed and/or materials furnished by the subcontractor and/or materialmen within 7 calendar days of the receipt of any payment from the public owner.

FINAL PAYMENT CERTIFICATION

As an officer of the Contractor identified above, and based on my personal knowledge, I certify that payment has been made by the Contractor to the Subcontractor/Vendor in the amount stated herein pursuant to the last AAP 20LL NYS/CONR 89LL NYSon file with the Project Sponsor and that said work/services/product was performed/supplied by said Subcontractor/Vendor and that there were no rebates, refunds, or offsets applied to any payments except as noted under "Comments" above and a copy of this form has been sent to the Subcontractor/Vendor.

Signed: _____

Title: _____
(For Contractor)

FINAL PAYMENT CERTIFICATION

As an officer of the Subcontractor/Vendor identified above, and based on my personal knowledge, I certify that payment has been received in the amount stated herein pursuant to the last AAP 20LL/ NYSCONR 89LL NYSon file with the Project Sponsor and that said work/services/product was performed/supplied and supervised solely by the Subcontractor/Vendor and that there were no rebates, refunds, or offsets applied to any payments except as noted under "Comments" above.

Signed: _____

Title: _____
(For Subcontractor/Vendor)

Notarization for Final AAP 21LL NYS

Sworn to me this _____

Day of _____

_____
Notary Public

Sworn to me this _____

Day of _____

_____
Notary Public

If this report is verified by an oath administered by a Notary Public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the Notary who administered the oath.

Any person who makes a false or fraudulent statement in connection with participation of a MWBE on any assisted program or otherwise violated applicable State and/or Federal statutes may be referred for prosecution under applicable State and/or Federal law.

Note to Subcontractor: If the Contractor has not paid your firm for the work completed and accepted by the Project Sponsor in accordance with the terms specified on this form, please contact the Engineer for the contract.

AAP 21LLNYS Form Instructions:

Subcontractor/Vendor: Is defined as any subcontractor, materialmen, supplier or service provider with an AAP 20LLNYS / CONR 89LL on file for the contract.

Final Report: Check YES or NO, as appropriate, to indicate whether this will be the Final Report submitted for this vendor.

Contract No: Enter NYSDOT PIN (Project Identification Number) and Local Project contract number.

County: Enter the name of the county or counties this project is located in.

Report Date: Enter date (Month/Day/Year) through which payments due and made are reflective of.

Contractor and Vendor Data: Enter names, and addresses (including zip code), Telephone numbers (including area codes) and Federal Identification Numbers for both the Contractor and Vendor.

Total Payments Due to Date: Enter total of payments due to the Vendor to date.

Retainage or Other Withholding to Date: Enter amount due Vendor that has not been paid due to retainage or other withholding.

Total Payment to Date: Value of payments due to date less retainage or other withholding.

Comments: Amounts recorded as retainage or other withholding must be accompanied by a brief description of the circumstances necessitating the withholding along with item numbers involved (if any).

Signatures: Authorized representative of the Contractor must sign and date.

Signatures on Final Report: An authorized representative of both the Contractor and Vendor must sign and date.

Notarization: On the Final Report, or when directed by the Project Sponsor, Contractor and Vendor signatures must be notarized.

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An AAP 21LL NYS is required for each Vendor due payment on the project.

The Contractor shall submit a copy of the AAP 21LL NYS, signed by an authorized representative of their firm, to the Project Sponsor and to each Vendor due payment on the project.

The Contractor shall inform the vendor of its responsibility to review the form for accuracy and to have the Vendor's signature on the Final AAP 21LL NYS notarized.

This report is a written instrument within the meaning of Section 175.00 of the Penal law. I am fully aware that it will be filed with the Project Sponsor and become a part of the records thereof, and that entering any false information hereon constitutes the crime of Offering a False instrument for filing in the first degree, which is a Class E Felony (Penal Law, Section 175.35).

AAP 21LL NYS (08/11)

Contractor Report of Contract Payments

Final Report ☐ Yes ☐ No	PIN / Contract Number	County	Report Date

Contractor Name and Address	Subcontractor/Vendor Name and Address
	☐ Check if firm is CERTIFIED MWBE
Contractor Federal Identification Number	**Subcontractor/Vendor Federal Identification Number**

Total Payments Due to Date:
- Retainage or Other Withholding to Date:

Total Payments to Date:

Project Sponsor Name and Address

Comments

Certification

Section 139-f of the State Finance Law requires the contractor to pay each of its subcontractors and/or materialmen the proceeds from the payment representing the value of work performed and/or materials furnished by the subcontractor and/or materialmen within 7 calendar days of the receipt of any payment from the public owner.

FINAL PAYMENT CERTIFICATION

As an officer of the Contractor identified above, and based on my personal knowledge, I certify that payment has been made by the Contractor to the Subcontractor/Vendor in the amount stated herein pursuant to the last AAP 20LL NYS/CONR 89LL NYSon file with the Project Sponsor and that said work/services/product was performed/supplied by said Subcontractor/Vendor and that there were no rebates, refunds, or offsets applied to any payments except as noted under "Comments" above and a copy of this form has been sent to the Subcontractor/Vendor.

Signed: _____

Title: _____
(For Contractor)

FINAL PAYMENT CERTIFICATION

As an officer of the Subcontractor/Vendor identified above, and based on my personal knowledge, I certify that payment has been received in the amount stated herein pursuant to the last AAP 20LL/ NYSCONR 89LL NYSon file with the Project Sponsor and that said work/services/product was performed/supplied and supervised solely by the Subcontractor/Vendor and that there were no rebates, refunds, or offsets applied to any payments except as noted under "Comments" above.

Signed: _____

Title: _____
(For Subcontractor/Vendor)

Notarization for Final AAP 21LL NYS

Sworn to me this _____

Day of _____

_____
Notary Public

Sworn to me this _____

Day of _____

_____
Notary Public

If this report is verified by an oath administered by a Notary Public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the Notary who administered the oath.

Any person who makes a false or fraudulent statement in connection with participation of a MWBE on any assisted program or otherwise violated applicable State and/or Federal statutes may be referred for prosecution under applicable State and/or Federal law.

Note to Subcontractor: If the Contractor has not paid your firm for the work completed and accepted by the Project Sponsor in accordance with the terms specified on this form, please contact the Engineer for the contract.

LPM

CHAPTER 12

CONSTRUCTION CONTRACT REQUIREMENTS

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NOTE: This Chapter has associated appendices and forms at:
https://www.dot.ny.gov/plafap

The web addresses for hyperlink words referenced throughout this Chapter (except LPM Chapter links) are on the last page under REFERENCE.

Appendices

Appendix

12-1 CONSTRUCTION CONTRACT REQUIREMENTS

12-2 ADDITIONAL CONSTRUCTION CONTRACT REQUIREMENTS

12-3 CONSTRUCTION MANAGEMENT PLAN

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12-9 CERTIFICATION FOR PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

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12.1 INTRODUCTION

This Chapter describes the requirements that apply to construction contracts advertised, bid, and awarded by Sponsors. The requirements are from the United States Code of Federal Regulations (CFR), specifically Title 23, Highways, and Title 49, Transportation. Sponsors must adhere to the requirements of both CFR Titles 23 and 49 when using federal funds. Chapter 3 of the Local Projects Manual (LPM) provides additional information on the Federal Highway Administration (FHWA) funded programs and eligibility.

12.2 PROJECT MANAGEMENT

12.2.1 Construction Management Plan (CMP)

As stated in Chapter 2 of the LPM, NYSDOT requires all Sponsors to have a written Construction Management Plan (CMP) detailing how the construction contract will be administered. The plan describes how the Sponsor plans to provide adequate supervision and inspection, including materials inspection and acceptance, and independent quality assurance to ensure projects are completed in conformance with the approved plans and specifications.

The CMP is part of the overall Project Management Plan (PMP) (see Chapter 2). Title ***23 CFR 635.105(c)(4)*** requires a Sponsor to provide a full-time employee to be in responsible charge of the project even if using consultants to provide engineering and construction inspection services or project management. This full-time employee is referred to as the Project Manager (PM). The PM reports to the Responsible Local Official (RLO), who has ultimate oversight and responsibility for the project.

The PM and the RLO may be the same individual if the RLO has project management experience. However, since each Sponsor has different resources and each construction project is different, the minimum requirements to be included in each CMP are noted in Appendix 12-3.

If the CMP is not approved before letting, between contract letting and contract award, the Sponsor's PM, Engineer-in-Charge (EIC), Inspector(s), and the Regional Local Projects Liaison (RLPL) shall meet to modify the CMP to include information initially not available to the Sponsor.

The CMP should be updated to include a list of individuals involved, their qualifications, responsibilities, and supervision hierarchy. The CMP may be modified by agreement between the contractual parties as necessary due to personnel changes, changed conditions, scope changes, schedule changes, or other reasons. See Appendix 12-3 for the CMP template. NYSDOT must approve the CMP before contract award.

12.2.2 Combination of Two or More Projects for Bidding Purposes

Title ***23 CFR 635.111*** permits two or more federal-aid and state-aid financed projects to be tied (combined) for bidding purposes into one contract where it appears that more favorable bids may be received by doing so. All proposals submitted for tied projects must contain separate engineering shares for each project. Typically, the combination of projects is predetermined at the beginning of the project, with inclusion in the Project Management Plan. Care should be taken in determining the combination of the projects so that one will not delay the progress of the other (e.g., environmental issues, right-of-way concerns, schedule, funding availability). The Sponsor will coordinate the combination of two or more projects with the RLPL.

12.2.3 Bundling of Projects

Projects can be bundled for bidding purposes into one contract where it appears that more favorable bids may be received by doing so. Bundled projects must have an independent utility with an independent logical termini and do not rely on each other to be completed. This bundling is typically determined and combined as a single contract package at PS&E. In the event that a bundled project includes both a federal-aid funded project and a state-aid funded project, the entire bundled project will need to meet federal contract requirements, which include compliance with Buy America, DBE, and Federal Prevailing Wage Rates. NEPA re-evaluation prior to construction authorization will only be required on the federally funded projects included.

All proposals submitted must contain separate bid prices for each project. It will be vital to track the expenses to the separate engineering shares to ensure no federal funds are expended on any of the state-funded projects included. Reimbursement requests will need to be submitted clearly separating the items for each project/engineering share (including lump sum items.) If federal aid is expended on a state-funded project, then that project would need to be in compliance with all federal regulations, including NEPA.

12.3 CONTRACTOR'S BID PROPOSAL PACKAGE CONTENTS

Sponsors can begin preparing the Contractor's Bid Proposal Package as soon as they have received federal authorization for Detailed Design. This section addresses the major topics covered in the Contractor's Bid Proposal Package. Sponsors must ensure that they use the most recent version of Appendices 12-1 and 12-1A and that the package is organized sequentially. Appendix 12-7, Proposal Title Page, Table of Contents, and Project Title Sheet should be included. Appropriate Shelf Notes to be added can be obtained from the RLPL. See Appendix 12-8 for a list.

The contract plans (if applicable), specifications, and estimate (PS&E) are the outcome of the design stage. It is a summary of the final design information necessary for contract advertisement.

- **For contracts off the State Highway System or National Highway System (NHS)** - The Sponsor must document in writing to the RLPL that all requirements and appropriate appendices were included in the contract bid documents.
- **For contracts on the State Highway System or NHS** - Contract bid documents must be submitted to the RLPL for a completeness review and approval by the Regional Director (RD) and/or FHWA prior to contract advertisement.
- See Project Development Manual (PDM) Exhibit 4-2 and Exhibit 4-3 for approval requirements.

The Contract Bid Document Transmittal Letter (see Appendix 12-5) is used to transmit to NYSDOT all required documents and information necessary to progress the project to the construction phase. The Sponsor provides the completed Contract Bid Documents – Plans, Specifications, and Estimate (PS&E) Checklist (see Appendix 12-6) and PS&E Certification (Appendix 12-9) to NYSDOT for review. It is recommended that the documentation associated with NEPA Re-Evaluation also be submitted with the Contract Bid Documents. Refer to Appendix 11 of the PDM.

Appendix 12-2 Additional Construction Contract Requirements must be included in their entirety in all federally aided construction contract bid proposals that do not use NYSDOT Standard Specifications. See LPM Chapter 9 Section 9.3 Construction Specifications for additional information.

12.3.1 Appendix 12-1 and Appendix 12-1A, Construction Contract Requirements

Appendix 12-1 and Appendix 12-1A, Construction Contract Requirements, contain sworn written statements from the contractor to the Sponsor regarding conditions set by the Sponsor. Appendices 12-1 and 12-1A, in their entirety, must be included in all construction contract bid proposals. By signing the Combined Certification Form of Appendix 12-1A, the contractor certifies that the contents are true.

12.3.1.1 Non-Collusive Bidding and Other Certifications

Collusion is defined as any activity that artificially affects prices when bidding on a contract or activity that restricts competition among bidders or potential bidders by exchanging or sharing information with firms presumed to be competing for the same contract. Title ***23 CFR 635.112(f)***; ***New York State Finance Law (SFL) Article 9, §139-d*** and ***General Municipal Law (GML) Article 5A, §103-d*** require non-collusive bidding and other certifications in all construction contracts. The above laws require bidders to certify that the bid submitted was arrived at without resorting to any collusive bidding practices.

Additionally, federal law requires bidders to certify that they are eligible to compete for contracts under federal regulations and are not under the sanction of any federal agency, nor are any sanctions pending against the firm or owner of the firm. Title ***2 CFR 1200*** also requires the bidder to certify that they have not been subject to legal action regarding fraud or misconduct.

A sample signature page (see Appendix 12-1A, Non-Collusive Bidding Certifications) allows for one signature to provide multiple certifications. NYSDOT recommends using this form to simplify signing for various certifications for the same contract.

12.3.1.2 Report of Violations of Non-Collusive Bidding or Other Prohibited Contract Activities

The laws noted in the **Non-Collusive Bidding Requirements** section encourage any person with knowledge of collusive bidding or other misconduct by others to report possible violations to the appropriate federal and/or state authorities. Reporting Violations of Non-Collusive Bidding Procedures Misconduct or Other Prohibited Contract Activities provides information on how to report such activities; and must be submitted with all federal-aid construction contracts.

12.3.1.3 Certification for Federal-Aid Contracts: Lobbying Disclosure

Title ***23 CFR 635.112(g)*** requires contractors or firms intending to conduct business with the federal government or participate in contracts funded with federal aid to disclose all lobbying activities.

12.3.1.4 Required Contract Provisions for Federal-Aid Construction Contracts (FHWA 1273)

All federal aid highway contracts are bound by various federal laws, rules, regulations, and presidential executive orders. These requirements address issues such as:

- General contract administration,
- Non-discrimination,
- Non-segregated facilities,
- Payment of predetermined minimum wage,
- Statements and payrolls,
- Records of materials,
- Supplies and labor,
- Subletting and assigning of the contracts,
- Safety and accident prevention,

- False statements concerning highway projects,
- Clean air and water pollution control,
- Contractor lobbying activities; and
- Other aspects of the contract and/or contractor responsibilities.

FHWA-1273, Required Contract Provisions Federal-Aid Construction Contracts includes detailed descriptions and explanations of these requirements and must be included verbatim in all federal aid highway contract packages (see Appendix 12-1).

12.3.1.5 Offer Disclosure of Prior Non-Responsibility Determinations

As part of the Contractor's Bid Proposal Package, ***SFL Article 9***, ***§139j*** and ***139k*** require contractors to complete the Offerors Disclosure of Prior Non-Responsibility Determinations form affirming that all information provided to the Sponsor is complete, true, and accurate. The form must be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order.

12.3.1.6 Contract Bonds

GML Article 5A, §103-f, and ***Standard Specifications 103-03*** require the contractor to provide the Sponsor with a Faithful Performance Bond and a Labor and Material Bond from a Surety Company. The contractor shall procure and deliver bonds to the Sponsor and maintain them at their own expense and without expense to the Sponsor until final contract acceptance by the Sponsor. See the Standards Specifications noted for additional information.

12.3.1.7 Bid Deposit

Bidders must submit a bid bond with each proposal for a federally aided contract. The bid bond guarantees that the bidder will enter a contract with the Sponsor for work if a Sponsor accepts a bidder's proposal. Each proposal shall be accompanied by a certified check or a bank cashier's check for a specified amount payable to the Sponsor (see NYSDOT's ***Standard Specifications 102-06*** and ***GML***, ***Article 5A, §102***). Bid deposits will be returned within 30 days after award to non-awarded bidders.

12.3.2 Civil Rights Requirements

12.3.2.1 Disadvantaged Business Enterprise (DBE) Participation

Under ***49 CFR 26***, the Sponsor will ensure that the contract includes a Disadvantaged Business Enterprise (DBE) participation goal in accordance with NYSDOT's current DBE Plan. The DBE Program Plan is approved by FHWA and establishes contract goals by geographic location and project work type. When a construction contract is funded wholly or partially with federal funds, only a DBE goal is assigned to the contract; no other State or local business enterprise goals (no M/WBE goal) can be assigned. The DBE Goal Setting Procedures (Local Program) on the NYSDOT Office of Diversity and Opportunity website linked below detail how a DBE Goal is to be set on local projects. As referenced in the procedures, to set the DBE goal, Sponsors will use the table of Construction Contract Groups, Multi-Regional (Market Area) Map, and the Baseline DBE Goal Selection Chart in the Goal Setting Tools. These forms and instructions are found on NYSDOT's Office of Diversity and Opportunity website.

12.3.2.1.1 Instructions to Bidders Regarding DBE Participation

NYSDOT Standard Specification Section 102-12 (Participation Pre-Award Package), participation indicates that the bidder shall submit DBE commitments with its proposal, including DBE name, address, work category, a brief description of work, and commitment amount. See Appendix 12-10 DBE Commitment (previously Appendix 14-9) to assist the Sponsor in collecting the information from proposed bidders.

12.3.2.2 Minority and Women-Owned Business Enterprises (M/WBE) and Service-Disabled Veteran-Owned Business (SDVOB) Programs

All contracts entered into by the Sponsor that is wholly funded with state funds must be assessed to determine appropriate M/WBE and SDVOB goals. For detailed information on M/WBE and SDVOB goal setting, see LPM Chapter 19 Appendix 19-1 and 19-5.

12.3.2.3 Equal Employment Opportunity (EEO) Requirements

Per Title ***41 CFR 60*** and ***23 CFR 230***, the Sponsor will ensure contracts with an Engineer's Estimate of $10,000 or more include EEO workforce utilization goals. Their contractor shall not discriminate against any employee or applicant for employment. EEO utilization refers to workforce makeup, including women and minorities. The contract goal for minorities varies; it is dependent upon the county or counties in which the work is located. The female EEO participation goal is 6.9% throughout the State of New York. EEO requirements apply to prime contractors and their subcontractors. See Appendix 12-1.

12.3.2.4 Civil Rights Monitoring and Reporting

All civil rights reporting is to be performed utilizing NYSDOT's approved civil rights reporting software, EBO (Equitable Business Opportunities Solution). Sponsors must submit an EBO access form to the RLPL with their contract bid. Information concerning EBO is found online at https://www.dot.ny.gov/dotapp/ebo. Sponsors should contact their RLPL for additional assistance with EBO.

12.3.2.5 Title VI Assurances

The Title VI Assurances contained in *APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)* must be physically inserted into all federal aid contracts and subcontracts. Therefore, it may not be included by reference.

12.3.3 Other Requirements

12.3.3.1 Authority Delegation

Locally administered federal aid transportation projects will use the current NYSDOT Standard Specifications detailed in LPM Chapter 9 Section 9.3. Modifications to the specifications will require written approval from NYSDOT. See Chapter 9, Section 9.3.3 for more information on special specifications.

NYSDOT Standard Specifications refer to NYSDOT employees (Chief Engineer, Deputy Chief Engineer Structures, etc.) and functional units (Structures, Traffic, and Safety, etc.) to provide for approvals or to perform functions. Sponsors may or may not have access to these resources. Depending on NYSDOT's level of oversight and/or capacity to perform the work, functional unit

actions identified in NYSDOT specifications may need to be performed by contract. For example, subsurface exploration would be performed by an approved Geotechnical Consultant if NYSDOT's Geotechnical Engineering Bureau does not have the capacity for the necessary work. Costs and confirmation of availability must be identified in Schedule A of the State Local Agreement before scheduling NYSDOT technical services.

Approval authority is delegated to the Responsible Local Official (RLO) by Municipal Resolution attached to the State-Local Agreement. If the RLO is not a Licensed Professional Engineer, the RLO will recommend the plans, specifications, and estimate based on certification provided by a Licensed Professional. These delegated authorities, approvals, and functional unit actions or subcontracting shall be approved by the RLPL and documented in the Project Management Plan and the Construction Management Plan.

12.3.3.2 Insurance Provisions

The following insurance provisions are required when contractors, subcontractors, and their suppliers intend to conduct business in New York State:

- Workers' Compensation
- Disability Insurance
- Commercial General Liability Insurance
- Commercial Automobile
- Umbrella or Excess Liability
- Special Protective and Highway Liability

Sponsors may require other insurances, depending on the work being performed, including Professional Liability/Errors and Omissions, Railroad Protective, Marine Protection and Indemnity, Pollution Liability, and Builder's Risk.

All required insurance policies, except worker's compensation and professional liability, shall be endorsed to provide coverage to "The Sponsor, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, and any consultants working for or on the project, and their agents or employees." See NYSDOT's ***Standard Specifications 107-06*** for more details.

12.3.3.3 Prevailing Wage Rates, Use of Convict Labor and Materials

Federal and state contracts must include requirements regarding prevailing wage rates, various employment practices, and the use of convict-produced materials (see NYSDOT ***Standard Specifications 102-10***).

Federal wage rates must be obtained online from the official federal contracting Wage Determinations Online website. The federal wage rates must be physically inserted into the contract proposal. The federal wage rates must be updated by addendum within 10 days or more before the letting,

New York State prevailing wage rates can be found online at the New York State Department of Labor's website. A Prevailing Rate Case number (PRC) will be issued. If the same request is submitted multiple times, the Sponsor will be assigned a different PRC each time for the same project. Only the first four pages of the most current state wage rates, including the PRC number, need to be included in the proposal. Contractors are obligated to pay the higher of the two as both are stated as minimum rates.

12.3.3.4 Buy America Requirements and Waivers

Title ***23 CFR 635.410, 23 USC 313, and the Build America Buy America (BABA) Act in Title IX of the Bipartisan Infrastructure Law's (BIL)*** require all bidders for federal aid contracts to submit bids based on furnishing domestic materials per Standard Specifications 106-11 *Buy America*. The contract will be awarded to the bidder who submits the lowest total bid based on the Buy America requirements as detailed in Standard Specifications 106-11 *Buy America*. This includes any federal aid in any project phase regardless of whether federal aid will be applied to construction. Buy America also applies to general utility installations and municipal utilities if federal funds are involved in any project phase.

At the request of the Sponsor, NYSDOT may request from FHWA a waiver of the provisions of this section if it meets the waiver requirements as noted in Standard Specifications 106-11 *Buy America*. The submittal of a waiver request requires an extensive review and approval by FHWA and does not guarantee that a waiver will be granted.

A Sponsor may use the alternative bidding procedure to justify the use of foreign materials without requesting a waiver. Under this procedure, the total project is bid with two alternatives: one which is based on foreign source materials while the second alternative requires domestic materials. All bidders must submit a bid using domestic source materials and have the option of submitting a bid using foreign source materials. The use of foreign products is justified if the lowest total bid with domestic products is at least 25 percent more than the lowest bid with foreign source products. The 25 percent differential applies to the total bid for the entire project, not just the bid prices for items with domestic materials detailed in Standard Specifications 106-11 *Buy America*.

12.3.3.5 Changed Conditions and Disputed Work Provisions

Title ***23 CFR 635.109***, "Standardized Changed Conditions Clauses," requires all FHWA funded contracts let by NYS agencies, municipalities, and/or public authorities to provide processes for equitable contract adjustments and contract disputes. Title ***23 CFR 635.109*** also contains three contract clauses (found in NYSDOT's ***Standard Specifications 104-03, Standard Specifications 104-04, and Standard Specifications 104-05***) which must be included verbatim in each federal aid construction contract. These clauses are included in all federally funded local projects by reference to the NYSDOT Standard Specifications.

12.3.3.6 Retainage Provisions

SFL Article 9, §139-f, and ***GML Article 5-A, §106-b*** does not require NYSDOT and Sponsors to hold retainage from contractors or permit the contractor to withhold retainage except for work not completed on NYSDOT administered contracts. Therefore, the limits on retainage as provided in **GML Article 5-A, §106-b** cannot be applied by the Sponsor. In accordance with Standard Specification 109-07 Prompt Payment, the Sponsor must ensure that the Contractor does not hold any. See LPM Chapter 5.3.1.4 Retainage Policy.

12.3.3.7 Prompt Payment Provisions

GML Article 5-A, §106-b, and ***SFL Article 9, §139-f*** require the contractor to pay their subcontractors and suppliers within seven (7) calendar days of receipt of payment from the Sponsor and provide for interest on late payments for all public works contracts. See LPM Chapter 5.3.1.3 Prompt Payment Policy. The prime contractor's date of payment to subcontractors is the date that payment is sent to the subcontractors; this date is recorded in EBO. Subcontractors are required to acknowledge these payments in EBO promptly. Contract provisions stating any other payment

schedule will not be allowed; contracts cannot supersede State Finance Law. In accordance with Standard Specification 109-07 Prompt Payment, the Contractor will not withhold payment to subcontractors or DBE/MBE/WEB/SDVOB's due to disputes about the quantity of work performed. See Construction Administration Manual (MURK Part 1A) for additional information.

12.4 MISCELLANEOUS REQUIREMENTS

12.4.1 Residency and Other Requirements

Title ***23 CFR 635.110(b)*** prohibits the Sponsor from imposing unusual contract specifications, including requirements for an award or submitting a bid, such as residency requirements or geographical or other restrictions, which tend to restrict competition. Such requirements cannot be part of the solicitation for bids or the bid proposal package nor appear in any advertisement for bids.

12.4.2 Specialized Experience Requirements

The special requirements for determining the lowest responsible bidder should be clear, reasonable, and consistent with standard industry practices. For instance, on a project involving historic preservation, several years of experience in the historic preservation field, or at least three completed historic preservation contracts similar in size and scope would be a reasonable requirement. However, special expertise cannot be written to preclude any bidder from submitting a bid and can only be used to determine the lowest responsible bidder. Below is an example of an appropriate clause for historic preservation work which may be included in a bid proposal package.

> Due to the highly sensitive nature of the historic preservation work in this contract, as a condition of the award, bidders must have at least _____ years' experience working with historic (timber, iron, etc.) structures (bridges, buildings, etc.), including work on similar contracts or structures. In addition, the bidder must include a list of current and previously completed historic preservation contracts in its bid package, including the name of the contract owner, a contact person, and telephone number so that references can be verified. The contract will be awarded to the lowest responsible bidder who meets the experience specifications.

12.4.3 Wicks Law Requirements

Known as Wicks Law, ***GML Article 5-A, §101*** and ***SFL Article 9 §135***, applies to State agencies, certain public benefit corporations, municipalities, school districts, and boards of cooperative educational services but does not apply to private building construction. This is a New York State statute, and NYSDOT has no authority to grant waivers. The law applies if a construction contract involves building construction and the total construction contract value exceeds:

- $3 million in Bronx, Kings, New York, Queens, and Richmond Counties,
- $1.5 million in Nassau, Suffolk, and Westchester Counties, or
- $500,000 in all other counties in New York State.

GML Article 5-A, §101 requires the contract owner (Sponsor) to bid and execute separate contracts for general construction, plumbing, heating/ventilating/air conditioning, and electrical components for building construction. For any project which does not meet the above thresholds and is not let with separate contracts, this law applies in the following ways:

- All bidders must submit with their bids a sealed list of the subcontractors that will perform the plumbing, H/V/AC, and electrical work.
- The successful low bidder's sealed list will be opened, and the Contractor is required to use the list of subcontractors unless there is a legitimate construction need to change the subcontractor. The Sponsor's approval is required for a change to be made.
- The sealed lists are returned unopened to the non-selected bidders.

12.4.4 Prequalification

GML Article 5-A, §103 allows political subdivisions (municipalities) with populations over 50,000 to prequalify bidders. The prequalification program establishes guidelines governing the qualifications of bidders for construction/procurement contracts. These programs are allowed if the Sponsor maintains an appropriate list of qualified bidders who meet the Sponsor's established standards. Indication of the use of a pre-qualified bidder must be noted in the advertisement of the project. The established standards shall consider the prospective bidders' experience and the past performance of work completed by the prospective bidders as well as:

1. The prospective bidders' ability to undertake the type and complexity of work,
2. The financial capability, responsibility, and reliability of the prospective bidders for such type and complexity of work,
3. The record of the prospective bidders in complying with existing labor standards and maintaining harmonious labor relations,
4. The prospective bidders' compliance with equal employment opportunity requirements and anti-discrimination laws, and demonstrated commitment to working with disadvantaged businesses through joint ventures of subcontractor relationships; and
5. The record of the prospective bidders in protecting the health and safety of workers on public works projects and job sites as demonstrated by the prospective bidders' Workers Compensation Experience Modification Rate for each of the last three years.

The Sponsor's prequalification process must have a documented appeal process for firms denied a place on a pre-qualified list. In addition, NYSDOT must review and approve any prequalification provisions.

12.4.5 Project Labor Agreement

NYS Labor Law Article 8, §222 allows Sponsors to use a Project Labor Agreement (PLA) when it has been determined that the Sponsor's interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud, and corruption, and other considerations such as the impact of delay, and the possibility of costs savings are best met by requiring a PLA. Project Labor Agreement shall mean a pre-hire collective bargaining agreement between a contractor and a bona fide building and construction trade labor organization. The trade labor organization is the collective bargaining representative for all persons who will perform work on a public works project. Only contractors and subcontractors who sign a pre-negotiated agreement with the trade labor organization can perform project work.

It should be noted that any project undertaken with a PLA shall:

- For design, be subject to the review and approval of the Sponsor; and the design and construction standards are subject to the review and approval of NYSDOT,
- Contain a provision that the contractor shall furnish a labor and material bond guaranteeing prompt payment and a performance bond for the faithful performance of the project,
- Participate in an apprentice training program if the project exceeds the noted values under ***NYS Labor Law Article 8, §222.***

The use of a PLA must :

- Be consistent with ***23 United States Code (USC) 112***,
- Lead to a more effective use of federal funds; and
- Be in compliance with all **Title 23** and **Title 49 USC** and **CFR** requirements.

To accomplish consistency and compliance with the referenced codes, a complete study, analysis, and report must be prepared by an independent consultant retained by the Sponsor who is

experienced in the development and implementation of PLA's and has not been retained to perform the design of the project. The consultant must conduct a thorough project analysis of the costs/benefits of a PLA and document specific facts and figures in the Due Diligence Impact Study Report.

NYSDOT will review all PLA's prior to submitting to FHWA for approval, including Design-Build. The final report must be provided to the RLPL to be included in the project files.

The NYS Office of General Services (OGS) has a contract for Project Labor Agreement Services that Sponsors may use to select a firm. The Sponsor must use the mini-bid process to solicit a cost estimate from all on the list before selecting one firm. If a Sponsor uses the OGS Contract, the federal requirements as found in Appendices 12-1 and 12-1A must be incorporated into the contract. Therefore, the Sponsor would be eligible for reimbursement only if the federal requirements are incorporated into the contract.

12.4.6 Design-Build

The "New York City Public Works Investment Act of 2019" authorized the New York City's Department of Design and Construction and Department of Transportation to undertake public work projects pursuant to project labor agreements that cost $10 million or more, use of the alternative delivery method known as Design-Build contracts. The New York State Department of Transportation Design-Build Procedures Manual provides the procedures to be followed. No other Sponsor is permitted at this time to utilize Design-Build as an alternative delivery method.

12.4.7 Warranties and Specialty Items

Title 23 CFR 635.413 generally prohibits the Sponsor from requiring a contractor to warrant or guarantee its overall workmanship for some time after the contract work is accepted. Warranties and guarantees are not allowed on federal aid contracts and should not be part of the contract bid proposals. Warranties for routine maintenance items not within the control of the contractor are prohibited. Specific Sponsor requests to use warranty clauses must be submitted to the RLPL for NYSDOT approval before Contract Bid Document Package submission. Standard manufacturers and suppliers' warranties on installed equipment and materials are allowed under federal regulations without additional approval. See **Standard Specifications 105-18 and 105-19** for more information.

12.4.8 Training and Apprenticeship Requirements

Training is one of the Civil Rights activities that may be used to address the under-utilization of minorities, females, and economically disadvantaged persons in highway construction and engineering contracts. The Sponsor must include Item 691 Training and Apprenticeship Requirements if the construction cost is estimated above $5M. It should be noted that if the construction cost is below $5M and there is an opportunity for training, the item may be included. The program requirements must be reviewed and approved by both NYSDOT and FHWA. Only FHWA-approved On-the-Job Training (OJT) programs or NYS Department of Labor (NYSDOL)/U.S. Department of Labor (USDOL) registered apprenticeship programs may be used to fulfill training requirements. The review and approval processes are extensive; therefore, appropriate time should be allocated for the approval process. Sponsors should coordinate with their RLPL. See Highway Design Manual (HDM) 21.4.3.2 Training Requirements.

12.4.9 NYSDOT Oversight

There are times where different phases of the project, such as preliminary design, detailed design, right-of-way, construction inspection, or construction, are not funded with federal funds. If the construction phase is not advanced with federal funds, NYSDOT must provide oversight and ensure compliance in the areas of Environmental Commitments, Right-of-way (ROW) Requirements/Acquisition, and Buy America provisions.

12.5 CONTRACTING METHODS

Title ***23 CFR 635*** describes federal regulations governing construction contracts let by a Sponsor for which the Sponsor anticipates federal reimbursement. Title ***23 CFR 635.104(a)*** requires construction contracts to be awarded to the lowest responsible bidder, as determined by a competitive bidding process. The Sponsor must comply with federal aid competitive bidding requirements. NYSDOT is the primary recipient of FHWA funding. When receiving federal funds, NYSDOT must monitor and assure compliance with federal regulations on contracts initiated by a project Sponsor or subcontracts initiated by a contractor.

Failure to comply with all federal and state laws, rules, regulations, and federal presidential and state gubernatorial executive orders may result in the loss of federal aid and removal of NYSDOT and/or FHWA participation from the project. In addition, the State may deduct other state or federal aid due to the Sponsor's future payments. Refer to Chapter 4, Local Project Agreements, for rules and regulations regarding possible repayment of funds to NYSDOT. For additional requirements regarding construction contract administration and compliance, see Chapter 15.

Costs found to be ineligible after payment was made to the Sponsor must be repaid to New York State. NYSDOT will reduce current or future reimbursement claims on the same or other projects the Sponsor may have with NYSDOT if the Sponsor fails to repay.

12.5.1 Force Account Work by Sponsors

Title ***23 CFR 635.104(a)*** requires competitive bidding for construction contracts unless provided in ***23 CFR 635.104(b)***, some other method is more cost-effective. Force Account Construction by the Sponsor is one method utilized. Title ***23 CFR 635.201-205*** documents the federal requirements for Force Account Construction. NYSDOT or FHWA must approve all requests to use Force Account Work on local let construction projects.

12.5.1.1 Public Interest Finding

Title ***23 CFR 635.104(b)*** provides the option for a Sponsor to determine if it is more cost-effective to use its resources to perform the work adequately than competitive bidding on a local-let, federally aided construction contract (i.e., Force Account Work). The Sponsor must submit to the RLPL in writing a request justifying why "no-bid force account work" is necessary. This can be justified by showing how it is cost-effective to use the Force Account method vs. competitive bidding (e.g., during emergency conditions). This request is called a Public Interest Finding (PIF).

- For projects OFF the National Highway System (NHS), the PIF will be submitted to NYSDOT for approval.
- For projects ON the NHS, the PIF will be submitted by NYSDOT to FHWA for approval. See Appendix 12-4 for the PIF form, instructions, and transmittal letter.

12.5.1.2 Use of Sponsors' Equipment or Materials

Generally, Sponsors cannot require the prime contractor to use the Sponsor's equipment or materials as a condition or pre-condition of awarding the contract. However, if documented in the PIF, exceptions may be allowed by NYSDOT or FHWA. Equipment must be acquired through competitive bidding or produced by municipal forces. The Contractor must have the option to use their own equipment. Cost for equipment must be based on rental rates or unit prices, and points of availability shall be documented in the Contract Bid Package.
Note: Sponsors cannot profit from the rental of their equipment or materials.

12.5.2 Using Alternate Bidding

If the Sponsor utilizes an alternate bid process to stay within budget limits, the alternate bid process must be clearly described in the bid proposal. A Sponsor cannot use an alternate process where the Sponsor may arbitrarily choose from among the alternate bid items. An arbitrary process may create an impression of impropriety. FHWA has accepted the method described in the Alternate Bidding Section of this chapter.

A Sponsor may choose alternate bidding to maximize the benefits of the funding available for a contract. In general, the concept allows for Contractors to bid on the elements of the basic contract scope (base bid) first as well as submit bids on work outside of the basic contract scope: the alternate bid items. These alternates can be either additions or deletions from the basic contract scope. Bids on the basic scope of the contract and the alternate items are submitted at the same time and opened at the same time.

If the Sponsor receives a bid on the basic scope which is less than the Engineer's Estimate for the basic scope, bids on the alternate items are considered according to a predetermined order of priority, so long as the total bid price remains under the total contract budget (see Scenario #1). Conversely, if all bids exceed the Engineer's Estimate, Sponsors may delete alternate bid items, subject to a priority ranking, to stay within the contract budget (see Scenario #3).

12.5.2.1 Format for Alternate Bidding

The use of alternate bid items is permissible under strict budgetary circumstances. To assure bidders of the integrity of the competitive bid process, the criteria and formula for determining the low bidder in an alternate bid process must be fully and clearly described in the bid proposal documents. The bid solicitation must advise potential bidders that alternate bidding will be used. Whether adding or deleting alternate items, the Sponsor must prioritize the alternate bid items and follow a rational sequence when selecting the alternate items. The Sponsor is not free to pick and choose among the alternates. The following format must be adhered to.

> EXAMPLE: If a budgeted figure cannot be exceeded, the total budget figure should be announced at the public bid opening just prior to opening the bids. The bid proposal should state the criteria on which award will be based as follows:
>
> - If any bids for the base bid plus Alternates 1-3 come under the budget figure, the award will be made based on the base bid plus Alternates 1-3; however,
> - If all bids for the base bid plus Alternates 1-3 exceed the budget figure, the award will be based on the base bid plus Alternates 1 and 2; however,
> - If all bids for the base bid plus Alternates 1 and 2 exceed the budget figure, the award will be based on the base bid plus Alternate 1; however,
> - If all bids for the base bid plus Alternate 1 exceed the budget figure, the award will be based on the base bid only; however,

- If all bids for the base bid exceed the budget figure, the award will be based on the base bid and Alternate 4 (deduct item); however,
- If all bids for the base bid and Alternate 4 (deduct item) exceed the budget figure, the award will be based on the base bid and Alternates 4 and 5 (deduct items); however,
- If all bids for the base bid and Alternates 4 and 5 (deduct items) exceed the budget figure, the award will be based on the base bid plus Alternates 4, 5, and 6 (deduct items)

Scenarios #1, #2, and #3 below illustrate the above example in determining the low bidder when alternate bid items are used.

SCENARIO #1 **BUDGET FIGURE $200,000**

BIDDER	BASE BID	ALT.#1	ALT.#2	ALT.#3	TOTAL
A	$150,000	$20,000	$20,000	$20,000	$210,000
B	$170,000	$15,000	$ 7,000	$ 7,000	$199,000
C	$185,000	$17,000	$10,000	$ 3,000	$215,000
D	$175,000	$18,000	$ 5,000	$15,000	$213,000

BIDDER B is the low bidder, using base bid plus Alternates 1-3, for a total of $199,000.

SCENARIO #2 **BUDGET FIGURE $200,000**

BIDDER	BASE BID	ALT.#1	ALT.#2	ALT.#3	TOTAL
A	$196,000	$ 8,000	$ 8,000	$ 8,000	$220,000
B	$192,500	$10,000	$ 2,000	$ 8,000	$212,500
C	$194,000	$11,000	$ 6,000	$ 9,000	$220,000
D	$190,000	$15,000	$ 5,000	$15,000	$225,000

BIDDER D is the low bidder based on the base bid only. All other applications of the formula exceed the budget figure.

SCENARIO #3 **BUDGET FIGURE $200,000**

BIDDER	BASE BID	ALT.#1	ALT.#2		ALT.#3	ALT.#4	ALT.#5	ALT. #6
A	$220,000	$ 8,000	$ 9,000		$ 8,000	($10,000)	($10,000)	($10,000)
B	$225,000	$ 7,000	$ 7,000		$ 8,000	($ 8,000)	($ 7,000)	($ 8,000)
C	$215,000	$10,000	$ 7,000		$ 6,000	($10,000)	($ 6,000)	($ 5,000)
D	$230,000	$10,000	$10,000		$ 7,000	($12,000)	($10,000)	($ 8,000)

BIDDER C is the low bidder, based on the base bid plus Alternates 4 and 5 ($215,000 minus $10,000) (Alt. #4) and minus $6,000 (Alt. #5), total price $199,000 following the formula.

12.6 REFERENCES

Federal Laws and Regulations
USC Title 23 United States Code – Title 23 Highways
USC Title 49 United States Code – Title 49 Transportation
Code of Federal Regulations Code of Federal Regulations
2 CFR 1200 Debarment
23 CFR 112 Letting of Contracts
23 CFR 230 External Federal Highway Programs
23 CFR 635 Construction and Maintenance
23 CFR 635.104(a)(b) Method of Construction
23 CFR 635.105(c)(4) Supervising agency
23 CFR 635.109 Standardized changed condition clauses
23 CFR 635.110(b) Licensing and qualification of contractors
23 CFR 635.111 Tied Bids
23 CFR 635.112(e)(f)(g) Advertising for bids
23 CFR 635.114(a) Award of contract and concurrence in the award
23 CFR 635.201-205 Force Account Construction
23 CFR 635.410 Buy America requirements
23 CFR 635.413 Guaranty and warranty clauses
41 CFR 60 (Equal Opportunity Clauses – Compliance Reports
49 CFR 20.100 Conditions on use of funds
49 CFR 26 Disadvantaged Business Enterprises, (DBE)

State Laws and Regulations (State Finance Law, (SFL) & Labor Law)
Article 9, Section 135 Separate specifications for contract work
Article 9, Section 139-d Statement of non-collusion in bids to the state
Article 9, Section 139-f Payment on public work projects
Article 9, Section 139-j Restrictions on contracts during the procurement process
Article 9, Section 139-k Disclosure of contracts and responsibility of offers
Article 9, Section 146 Certain construction contracts involving steel
NYS Labor Law, Article 8, Section 222 Project Labor Agreements, (PLAs)

General Municipal Laws and Regulations (General Municipal Law (GML))
Article 5-A, Section 101 Separate specifications for certain public work
Article 5-A, Section 102 Deposits on plans and specifications
Article 5-1, Section 103 Political Subdivisions
Article 5-A, Section 103-d Statement of non-collusion bids
Article 5-A, Section 103-f Security bonds on municipal projects
Article 5-A, Section 106-b Payment on public work projects

Other:

FHWA Contract Administration Core Curriculum Manual (Buy America)
https://www.fhwa.dot.gov/programadmin/contracts/cacc.pdf

FHWA Project Labor Agreements
https://www.fhwa.dot.gov/construction/contracts/100507.cfm

FHWA-1273, Required Contract Provisions Federal-Aid Construction Contracts
https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

MURK Part 1A Contract Administration Manual (CAM)
https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information/murk_1a

New York State Department of Labor's Prevailing Work and Public Wage
http://labor.ny.gov/workerprotection/publicwork/PWRateSch.shtm

US Government Wage Determinations
https://beta.sam.gov/search?index=wd

Workers Compensation Experience Modification Rate
http://www.safetymanagementgroup.com/emr-experience-modification-rate.aspx

LPM

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CHAPTER 12

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REQUIRED CONTRACT PROVISIONS

ALL FORMS MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (FHWA Section 1273 X)

A. The prospective bidder certifies to the best of its knowledge and belief that they and their 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 a 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 the 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 Bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING (FHWA 1273 Section XI)

A. The prospective bidder 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 federally 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.

B. 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 and not more than $100,000 for each such failure.

C. The prospective bidder 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 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.

FALSE CLAIMS CERTIFICATION (31 USC §3729, NYS Finance Law Article 13)

Under the Federal False Claims Act, 31 U.S. Code §3729, any person or entity who knowingly presents, or causes to be presented to the Federal Government, a false or fraudulent claim for payment or approval is liable to the United States Government for a civil penalty of not less than $5,000 and not more than $10,000, plus three times the amount of damages the Government sustains.

Under the New York State False Claims Act, NYS Finance Law Article 13, any person or entity who knowingly presents or causes to be presented to the State of New York or Local Governments within the State of New York, a false or fraudulent claim for payment or approval is liable to the Government for a civil penalty of not less than $6,000 and not more than $12,000, plus three times the amount of damages the Government sustains.

"Knowingly" is defined as (1) actual knowledge; (2) acting in deliberate ignorance of the truth or falsity of information; or (3) acting in reckless disregard of the truth or falsity of information. No proof of specific intent to defraud is required.

The Contractor to whom the above-identified contract is to be awarded does hereby certify to the New York State Department of Transportation that it understands the prohibitions under the Federal and New York State False Claims acts and that it has not and will not submit or cause to be submitted any fraudulent claims in the submission of this bid or in connection with the above-identified contract. The Contractor further certifies that it understands retaliatory actions against employees and officers who initiate a *qui tam* (public) action on behalf of the government or cooperate in the investigation of a false claim are prohibited and are subject to an assessment of damages and penalties under the provisions of the Federal and New York State False Claims Acts.

THIS MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

NON-COLLUSIVE BIDDING CERTIFICATION
(NYS Finance Law §139-d and General Municipal Law §103-d)

1. By submission of this bid:

(a) 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 its 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 pricelists 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."

STATE NON-COLLUSIVE BIDDING CERTIFICATIONS MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.

NON-COLLUSIVE BIDDING CERTIFICATION (2 CFR 1200)

"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."

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).

FEDERAL NON-COLLUSIVE BIDDING CERTIFICATION MUST BE INCLUDED IN EVERY BID

PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.
REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES, MISCONDUCT OR OTHER PROHIBITED CONTRACT ACTIVITIES

US DEPARTMENT OF TRANSPORTATION
OFFICE OF INSPECTOR GENERAL - FRAUD, WASTE & ABUSE HOTLINE

The U.S. Department of Transportation (USDOT) Office of Inspector General (OIG) maintains a Hotline for receiving allegations of fraud, waste, abuse, or mismanagement in USDOT programs or operations. Persons with knowledge of bid collusion (i.e., contractors, suppliers, work persons, etc.), or other questionable contract-related practices (inadequate materials, poor workmanship, theft of materials, etc.), are encouraged to report such activities by calling the Hotline at 1-800-424-9071, emailing hotline@oig.dot.gov, or writing to the USDOT Inspector General, 1200 New Jersey Ave SE, West Bldg. 7th Floor, Washington, DC 20590. Allegations may be reported 24 hours a day, seven days a week by DOT employees, contractors, or the general public.

NEW YORK STATE OFFICE OF THE INSPECTOR GENERAL HOTLINE

The New York State Office of the Inspector General maintains a Hotline for receiving allegations of governmental misconduct. Reports of New York State governmental misconduct may be made in strict confidence to the Toll-Free 24-hour Statewide HOTLINE at 1-800-DO RIGHT (1-800-367-4448), the online complaint form at www.ig.ny.gov or in writing to the New York State Office of the Inspector General, Empire State Plaza, Agency Building 2 - 16th Floor, Albany, New York 12223.

THIS PAGE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

The Contractor shall follow the requirements of NYSDOT Standard Specification §102-11 *Equal Employment Opportunity Requirements.* The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, which is the county or counties in which the work is located, are as follows:

GOALS FOR PARTICIPATION OF MINORITIES					
COUNTY	**%**	**COUNTY**	**%**	**COUNTY**	**%**
Albany	3.2	Herkimer	2.1	Richmond	Table
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	Kings	Table	St. Lawrence	2.5
Bronx	Table	Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	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	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	New York	Table	Suffolk	5.8
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	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	Queens	Table	Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

(45 FR 65976 – 10/3/1980)

GOALS FOR PARTICIPATION OF MINORITIES BRONX, KINGS, NEW YORK, QUEENS, AND RICHMOND COUNTIES			
Electricians	9.0 to 10.2	Bricklayers	13.4 to 15.5
Carpenters	27.6 to 32.0	Asbestos workers	22.8 to 28.0
Steam fitters	12.2 to 13.5	Roofers	6.3 to 7.5
Metal lathers	24.6 to 25.6	Iron workers (ornamental)	22.4 to 23.0
Painters	26.0 to 28.6	Cement masons	23.0 to 27.0
Operating engineers	25.6 to 26.0	Glaziers	16.0 to 20.0
Plumbers	12.0 to 14.5	Plasterers	15.8 to 18.0
Iron workers (structural)	25.9 to 32.0	Teamsters	22.0 to 22.5
Elevator constructors	5.5 to 6.5	Boilermakers	13.0 to 15.5
		All others	16.4 to 17.5

(43 FR 14888 – 4/7/1978)

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e). 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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally

classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).
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, sexual orientation, gender identity, 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 12program 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation,

gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics

are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to *DBAconformance@dol.gov*. 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.

(4) 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 will, by email to DBAconformance@dol.gov , refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;
(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 29 CFR part 3; and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions

of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or

otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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. * $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.
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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

(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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

* * * * *

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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)

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 12-1A

CONSTRUCTION CONTRACT REQUIREMENTS
FILLABLE FORMS

Contents

NON-COLLUSIVE BIDDING CERTIFICATION

OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

COMBINED CERTIFICATION FORM

ALL FORMS MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual of Entity Seeking to Enter into the Procurement Contract:

Address:

Name and Title of Person Submitting this Form:

Contract Procurement Number:

Date:

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?
   NO ☐ YES ☐

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law § 139-j?
   NO ☐ YES ☐
3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?
   NO ☐ YES ☐
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:
Date of Finding of Non-Responsibility:
Basis of Finding of Non-Responsibility:
(Add additional pages as necessary.)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?
   NO ☐ YES ☐
6. If yes, please provide details below.

Governmental Entity:
Date of Termination or Withholding of Contract:
Basis of Termination or Withholding:
(Add additional pages as necessary.)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date:
Signature

Name:

Title:

COMBINED CERTIFICATION FORM

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents including all amendments, at the prices bid; subject to the Changed Conditions provisions if applicable,

2. Accompany this proposal with a bid bond, certified check or bank cashier's check for the specified amount of deposit required,

3. All the terms and conditions of the non-collusive bidding certifications required by §139-d of the State Finance Law and 2 CFR Part 1200,

4. Certify, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions or civil judgments required by FHWA Form 1273 Required Contract Provisions Federal-Aid Construction Contracts-Section X "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion",

5. Certify that no Federal appropriated funds have been paid or will be paid, to any person for lobbying a Federal official or employee, or disclosure was made in accordance with 31 USC 1352 required by FHWA Form 1273 Required Contract Provisions Federal-Aid Construction Contracts-Section XI "Certification Regarding Use of Contract Funds for Lobbying",

6. Attest that its performance of the services outlined in this proposal does not and will not create a conflict of interest with nor position the firm to breach any other contract currently in force with the State of New York,

7. Certify that it understands the prohibitions under the Federal False Claims Act (31 USC §3729) and the New York State False Claims Act (NYS Finance Law Article 13),

8. Certify that all information provided to the Department with respect to the requirements contained in the Procurement Lobbying Law (State Finance Laws §139-j and §139-k) is complete,
true and accurate,

9. Affirm, under penalty of perjury, that all the responses provided to the Department with respect to its submitted Form CCA-2 New York State Vendor Responsibility Questionnaire For-Profit Construction, are complete, true, and accurate, and further affirms and acknowledges that it must remain a responsible Contractor throughout the duration of the contract, in accordance with §105-05 Vendor Responsibility,

10. Provide commitments to meet the established DBE goal(s) prior to award or demonstrate good faith efforts to do so,

11. 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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

12. Certify to all other clauses required by this proposal and contained herein.

Dated _____, 20____

_____
Legal Name of person, firm or corporation

By _____
Signature (Title)

(Acknowledgment by **Individual Contractor**)
STATE OF NEW YORK)
COUNTY OF _____) SS:

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

(Acknowledgment by **Individual Contractor, If a Corporation**)
STATE OF NEW YORK)
COUNTY OF _____) SS:

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 _____, and that he/she is the _____ of 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 of **Co-Partnership Contractor**)
STATE OF NEW YORK)
COUNTY OF _____) SS:

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

APPENDIX 12-2

ADDITIONAL CONSTRUCTION CONTRACT REQUIREMENTS

[FOR LOCALLY ADMINISTERED FEDERAL AID CONSTRUCTION PROJECTS WHICH DO NOT USE NYSDOT STANDARD SPECIFICATIONS]

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NOTE: References to actions undertaken by the following: "Commissioner, Office of the State Comptroller, Department, Regional Director, Regional Construction Engineer, Deputy Chief Engineer Construction (DCEC) or State," unless used in the context of reference to specific state law or regulations will be performed by the project sponsor or their designee

LABOR AND EMPLOYMENT

The provisions of NYS Labor Law, as amended, shall be applicable. On contracts financed with Federal Aid, any provisions of NYS Labor Law that are in conflict with mandatory Federal-Aid construction contract compliance requirements, as contained **in 23 CFR 635.117** are superseded. Any provisions of NYS Labor Law that are not in conflict with mandatory Federal-Aid construction contract compliance requirements, or the Davis-Bacon Act, but are more restrictive, shall apply.

The Contractor shall directly employ those members of its own organization. Employee leasing and other similar arrangements under which workers are employed by another organization are not permitted.

No procedures or requirement shall be imposed by any state which will operate to discriminate against the employment of labor from any other state, possession or territory of the United States, in the construction of a Federal-Aid project. The selection of labor to be employed by the Contractor on any Federal-Aid project shall be of its choosing.

The Contractor shall not use convict labor unless performed by convicts who are on parole, supervised release, or probation for construction, maintenance or any other purpose at the site or within the contract limits from the time of contract award until contract final acceptance by the Department.

A. Wages. The Department will identify in the contract proposal whether the NYS Department of Labor (NYSDOL) has determined the work under the contract to be prevailing wage eligible, and if so, the Department will provide the Prevailing Rate Case (PRC) number. The PRC number is found on NYSDOL Form PW-200. The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. If the contract is prevailing wage eligible, all on-site work shall be paid prevailing wages. When both State and Federal prevailing wages apply, the Contractor shall pay the higher of the combination of the wages and supplemental (fringe) benefits.

The Contractor shall obtain periodic wage rate schedule updates from the NYSDOL. Wage rate amendments and supplements are available on the NYSDOL web site at https://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtm. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work. The Contractor shall include the cost of changes in prevailing wages and supplemental (fringe) benefits, over the contract duration, in the contract bid prices.

B. Overtime Dispensation. All bidders, in submitting their bids, should base their bids and work progression on the assumption that Overtime Dispensation pursuant to Article 8 of the New York State Labor Law, for any workers, laborers, and mechanics to work more than 8 hours in any one calendar day or more than 5 days in any one week will not be granted for any operation for the contract duration. Regardless of approval or disapproval of overtime by the NYSDOL, no adjustment will be made in any bid prices.

Subsequent to award, where the contract proposal has imposed specific scheduling and/or phasing requirements or where it is determined by the Department to be in the best interest of the public, the Department may process, for approval by the NYSDOL, requests for overtime dispensation on certain specific operations.

The Contractor shall submit requests for overtime dispensation to the Department on Form PW-30, Application for Dispensation for Hours, which will be provided by the Engineer upon request. The Department will favorably review applications for overtime dispensation submitted by the Contractor associated with contracts subject to (A+B) Bidding, Incentive/Disincentive (I/D) or Lane Rental work, but the application should not request more than 60 hours per week. The 60

hours per week may be either six 10-hour days or five 12-hour days. Overtime dispensations will be supported by the Department to advance Department goals and priorities, subject to specific circumstances and conditions associated with each contract.

The Department cannot guarantee that the NYSDOL will grant dispensation from restrictions pursuant to the provisions of Article 8 of the State Labor Law, however, with the Department's certification, it is anticipated that they will act favorably, provided that the Contractor is in compliance with Labor Law requirements at the time of application.

C. Payrolls. The Contractor shall provide the Engineer with weekly certified payrolls from each firm engaged in work during the preceding weekly payroll period performed by prevailing wage eligible workers.

Certified payrolls shall contain for each employee, name, race, gender, home address, an individually identifying number (e.g., the last 4 digits of the employee's social security number), work class, hours worked, wage rate, supplemental (fringe) benefits paid or provided, payroll taxes, withholdings and actual wages paid. Certified payrolls shall not include full social security numbers of employees. Certified payrolls shall be submitted on Form WH-347 or Form HC-231 for Federal-Aid contracts and on HC-231 for Non-Federal-Aid contracts. At the Contractor's option, other payroll formats which supply the required data and certifications may be used. Each certified payroll submitted shall be accompanied by a Statement of Compliance signed by the Contractor. If the firm does not maintain a place of business in New York State and the amount of the contract exceeds $25,000, payroll records and certifications shall be kept on the worksite.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to NYSDOL or USDOL for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractors may require subcontractors to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the Department.

D. Training. An apprentice is defined as an individual who is enrolled in an apprenticeship training program that is registered with the NYS Department of Labor. A list of approved programs is available from the NYS Department of Labor at https://www.labor.ny.gov/apprenticeship/appindex.shtm.

A trainee is defined as an individual who is enrolled in an On-the-Job Training (OJT) program that is approved by the Federal Highway Administration (FHWA).

Several sources to obtain training for apprentices/trainees are available. These include:

- A NYSDOT-approved apprenticeship program sponsored by a union or a temporary project level agreement with a union which has a NYSDOL approved apprenticeship program.
- A NYSDOL-approved apprenticeship program sponsored by a contractor.
- A NYSDOL-approved apprenticeship program sponsored by a contractor signatory with an apprenticeship sponsor consortium for certain services.
- An FHWA-approved OJT program (where applicable).

Approved OJT Programs are currently limited to apprentice able occupations as determined by NYSDOL or USDOL.

Training under Training Special Provisions, if required, will be shown in the contract documents. In order to fulfill training requirements required under Training Special Provisions and/or *Equal Employment Opportunity Requirements*, training should begin as early as possible during a construction contract. The Department recommends that all bidders have an approved apprenticeship or OJT program prior to bidding.

The Contractor shall furnish the apprentice/trainee a copy of the program to be followed in

providing the training. The Contractor shall provide each apprentice/trainee with a certification showing the type and length of training satisfactorily completed.

When training is required under *Training Special Provisions* and/or *Equal Employment Opportunity Requirements*, the Contractor shall designate to the Engineer, at the preconstruction meeting, a person (or persons) from its existing workforce as the Trainer and Training Coordinator for any apprentices/ trainees.

The Trainer shall:

1. Be located on the contract site generally on a daily basis; and
2. Be responsible for the day to day supervision and training of persons on the contract; and
3. Be responsible for the preparation and submission of a monthly training progress report, after consultation with designated apprentices/trainees.

The Training Coordinator shall:

1. Be knowledgeable about the contract and the Apprenticeship/OJT programs to be used; and
2. Be responsible for ensuring on-the-job orientation of apprentices/trainees; and
3. Be responsible for ensuring meaningful and effective training for the duration of training.

PURCHASE CONTRACTS WHICH DO NOT INVOLVE INSTALLATION OR LABOR DO NOT REQUIRE WAGE RATES

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

The Contractor shall follow *Equal Employment Opportunity Requirements*. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, which is the county or counties in which the work is located, are as follows:

GOALS FOR PARTICIPATION OF MINORITIES					
COUNTY	%	COUNTY	%	COUNTY	%
Albany	3.2	Herkimer	2.1	Richmond	Table
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	Kings	Table	St. Lawrence	2.5
Bronx	Table	Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	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	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	New York	Table	Suffolk	5.8
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	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	Queens	Table	Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

(45 FR 65976 – 10/3/1980)

GOALS FOR PARTICIPATION OF MINORITIES BRONX, KINGS, NEW YORK, QUEENS AND RICHMOND COUNTIES			
Electricians	9.0 to 10.2	Bricklayers	13.4 to 15.5
Carpenters	27.6 to 32.0	Asbestos workers	22.8 to 28.0
Steam fitters	12.2 to 13.5	Roofers	6.3 to 7.5
Metal lathers	24.6 to 25.6	Iron workers (ornamental)	22.4 to 23.0
Painters	26.0 to 28.6	Cement masons	23.0 to 27.0
Operating engineers	25.6 to 26.0	Glaziers	16.0 to 20.0
Plumbers	12.0 to 14.5	Plasterers	15.8 to 18.0
Iron workers (structural)	25.9 to 32.0	Teamsters	22.0 to 22.5
Elevator constructors	5.5 to 6.5	Boilermakers	13.0 to 15.5
		All others	16.4 to 17.5

(43 FR 14888 – 4/7/1978)

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The Department seeks to:

- To ensure nondiscrimination in award and administration of DOT-assisted contracts in the NYSDOT's highway, transit, and airport financial assistance programs,
- To create a level playing field on which DBEs can compete fairly for Dot-assisted contracts,
- To ensure that the Department's DBE Program is narrowly tailored in accordance with applicable law,
- To ensure that only firms that fully meet the Department's DBE Program eligibility standards are permitted to participate as DBEs,
- To help remove barriers to the participation of DBEs in USDOT-assisted contracts,
- To promote the use of DBEs in all types of federally assisted contracts and procurement activities conducted by recipients,
- To assist in the development of firms that can compete successfully in the marketplace outside the DBE program; and
- To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The parties to this contract shall take all necessary and reasonable steps in accordance with the laws, rules and regulations cited in this subsection to promote the objectives outlined above. The Contractor shall comply with the applicable laws, rules and regulations and the DBE Program Assurances stated below.

The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of Federal-Aid 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 Department deems appropriate, which may include, but is not limited to: (1) withholding contract payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Contractor from future bidding as non-responsible. The Contractor shall not use the requirements of these specifications to discriminate against any qualified company or group of companies. These requirements shall be made a part of all subcontracts and agreements entered into as a result of this contract.

A. Disadvantaged Business Enterprise (DBE) Program. The Federal statutory authority for the DBE Program is contained in the Intermodal Surface Transportation Efficiency Act of 1991 (Public Law 102-240); the Transportation Equity Act of the 21st Century (TEA-21) Public Law 105-178; the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) Public Law 109-59; the Moving Ahead for Progress in the 21st (MAP-21) Public Law 112-141; and the Fixing America's Surface Transportation (FAST) Act Public Law 114-94. New York State has enacted Section 85 of the Highway Law and Section 428 of the Transportation Law. Regulations have been promulgated under 49 CFR 21, 49 CFR 26 and 17 NYCRR 35.

B. DBE Goal. Federal-aid contracts have a single DBE goal. The Department will monitor the Contractor's commitments towards the DBE goal and attainments in accordance with 49 CFR 26.

1. Established Goal. The contract participation goal for DBEs is established by geographic location and work type. The goal is stated in the proposal and remains in

effect throughout the life of the contract. In executing the contract or bid documents the Bidder declares that it subscribes to the participation goal and shall meet the goal or demonstrate that it could not meet them despite its best efforts. Failure to provide commitments to meet the established goal for the contract or failure to meet the good faith efforts may be grounds for rejection of the bid as non-responsive.

2. Zero Percent Goal. If a zero goal for participation by DBEs is established, the Contractor shall promote the objectives of the DBE Program by providing opportunities for DBEs to participate in these areas, with such participation to be credited towards the race-neutral component of the Department's DBE Program.

C. DBE Eligibility. Only those DBE firms that are certified under the New York State Unified Certification Program are eligible under the DBE Program. Only the work, services or products provided by the DBE Firms under NAICS code(s) which the DBE is certified for, at the time the DBE enters into a contract with the Contractor, can be credited towards the contract goal. DBE certification is not an endorsement of the quality or performance of the business but simply an acknowledgment of the firm's status as a DBE. A directory of certified firms is available on the NYS Unified Certification Program website at https://nysucp.newnycontracts.com/.

D. Counting DBE Participation Towards the DBE Goal. The value of the work performed by a DBE, including that of a DBE prime contractor, with its own equipment, with its own forces, and under its own supervision will be counted toward the goal, provided the participation is a commercially useful function. A DBE prime contractor shall continue to provide opportunities for participation by other DBEs in all types of contracts and procurement activities. Work performed by DBEs on the contract will be counted as set forth below. If the Department determines that some or all of a DBE's work does not constitute a commercially useful function in accordance with federal regulations, only the portion of the work considered to be a commercially useful function will be credited toward the goal.

1. *Subcontractors.* A Subcontractor is any individual, firm, or corporation to whom the Contractor, with written consent of the Department, sublets any part of the contract.

100% of the value of the work performed by a DBE Subcontractor will be counted toward the DBE goal, including the cost of materials and supplies purchased by the DBE, except the cost of supplies or equipment rented or leased from the Contractor or its affiliates will not be counted.

2. *Manufacturers/Fabricators.* A Manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications. A Fabricator is a firm that assembles, constructs, or otherwise substantially alters materials or supplies into assemblies, components, or finished items for inclusion into the work prior to resale.

100% of the cost of the materials or supplies from a DBE Manufacturer or Fabricator will be counted toward the DBE goal. Manufacturers or Fabricators may provide materials to the Contractor or a Subcontractor working on the contract for installation.

3. *Material Suppliers.* A Material Supplier, also known as a regular dealer, is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, articles or equipment of the general character described in the specifications required for the performance of the contract are bought, kept in stock, and

regularly sold or leased to the public in the usual course of business. A Material Supplier is an established, regular business that engages in, as its principal business, and under its own name, the purchase and sale or lease of the products in question.

60% of the cost of the material or supplies from a DBE Material Supplier will be counted toward the DBE goal. Equipment rental or leasing is considered to be a type of material supply activity and is credited at 60%. Material Suppliers may provide materials to the Contractor or a Subcontractor working on the contract for installation. Credit determination awarded to a firm for the provision of materials and supplies (i.e., whether the firm is acting as a material supplier or broker) will be determined on a contract-by-contract basis. If it is determined that the material supplier is acting as a broker, the participation will be credited accordingly.

A Material Supplier who deals in bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt need not own, operate nor maintain a store, warehouse, or other establishment, if it owns and operates distribution equipment for the products. A Material Supplier must take legal responsibility for the items at all times. This can be accomplished through delivery with their own trucks and/or long-term leasing agreements with third party vendors, but not on an ad hoc or contract-by-contract basis. While some items may be drop-shipped due to the specific needs in a contract, the supplier must ship from their place of business.

4. *Brokers/Manufacturer's Representatives.* A Broker/Manufacturer's Representative is a firm that arranges or expedites transactions for materials.

100% of the expenditures for fees or commissions charged for assistance in the procurement of, or fees for transportation charges for the delivery of, materials or supplies provided by a DBE Broker/Manufacturer's Representative will be counted toward the DBE goal, provided they are determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the materials and supplies themselves will not be counted. A Broker/ Manufacturer's Representative may arrange or expedite transactions for materials to the Contractor or Subcontractor working on the contract.

5. *Services.* A Service is a firm that provides an economic benefit, such as professional, technical, consultant, or managerial service, or provides bonds or insurance specifically required for the performance of the contract.

100% of the expenditure for fees charged by a DBE Service will be counted toward the DBE goal, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

6. *Trucking Firms.* A DBE trucking firm shall own and operate at least one fully licensed, insured, and operational truck used on the contract and shall be responsible for the management and supervision of the trucking operation for which it is responsible, and the arrangement cannot be contrived solely for the purpose of meeting the DBE goal. The DBE trucking firm shall control the day-to-day DBE trucking operations and shall be responsible for: (1) negotiating and executing rental/leasing agreements; (2) controlling the work force; (3) coordinating the daily trucking needs with the Contractor or Subcontractor; and (4) scheduling and dispatching trucks.

a. *DBE Owned/Leased Trucks.* 100% of the value of the trucking operations the DBE provides on the contract using trucks it owns or leases on a long-term basis that are registered, insured, and operated by the DBE using drivers it employs, will be counted toward the DBE goal. A lease shall indicate that the DBE has exclusive use

of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.

b. *Other DBE Trucks.* The DBE may obtain trucks from another DBE, including an owner/operator. 100% of the value of the trucking operations that the other DBE provides will also be counted toward the DBE goal.

c. *Non-DBE Trucks.* The DBE may obtain trucks from a non-DBE, including an owner-operator. The DBE that leases trucks equipped with drivers from a Non-DBE is entitled to credit for the total value of trucking operations provided by Non-DBE leased trucks equipped with drivers not to exceed the value of trucking operations on the contract provided by DBE trucks or leased trucks with DBE employee drivers. Additional participation by Non-DBE owned trucks equipped with drivers receives credit only for the value of the fee or commission that the DBE receives as a result of the lease arrangement.

The DBE may lease trucks without drivers from a Non-DBE truck leasing company. If the DBE leases trucks from a Non-DBE truck leasing company and uses its own employees as drivers, it is entitled to 100% of the total value of these trucking services.

E. Commercially Useful Function. A DBE's participation will only be counted toward meeting the DBE contract goal when it performs a commercially useful function. To be considered as performing a commercially useful function, a DBE shall be responsible for the execution of a distinct element of work on a contract and carry out its responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice. This applies to all work performed by a DBE including Subcontractors, Manufacturers / Fabricators, Material Suppliers, Brokers / Manufacturer's Representatives, Services and Trucking Firms.

Regardless of whether an arrangement between the Contractor and the DBE represents standard industry practice, if the arrangement erodes the ownership, control or independence of the DBE or in any other way does not meet the commercially useful function requirement, the Contractor will receive no credit toward the goal. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain the appearance of DBE participation. The arrangement cannot be contrived solely for the purpose of meeting the DBE goal. The Contractor shall not seek credit toward the goal through any arrangements or actions of others where the Contractor knows or should have known based upon evidence and circumstances present, that a DBE is not performing a commercially useful function.

1. *Work Force.* The DBE shall employ a work force (including administrative and clerical), separate and apart from that employed by the Contractor, other Subcontractors on the contract, or their affiliates. This does not preclude the employment by the DBE of an individual that has been previously employed by another firm involved in the contract, provided that the individual was independently recruited by the DBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the DBE will not be allowed.

2. *Supervision.* All work performed by the DBE shall be controlled and supervised by the DBE without duplication of supervisory personnel from the Contractor, other Subcontractors on the contract, or their affiliates. This does not preclude routine communication between the supervisory personnel of the DBE and other supervisors necessary to coordinate the contract work.

3. *Materials.* DBE Subcontractors shall negotiate price, determine quality and quantity, order, install (where applicable) and pay for the materials(s) required to perform the work when material supply is included in their scope of work.

4. *Equipment.* DBE Subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. A DBE Subcontractor shall obtain approval of the Department prior to renting equipment from the Contractor or its affiliates and shall provide documentation demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements, and the names, addresses, and terms quoted by other sources of equipment.

Equipment a DBE Subcontractor purchases or leases from a Contractor or its affiliate will not be counted toward meeting the DBE contract goal. Should back charges result in DBE participation falling below the goal, the Contractor shall be required to backfill.

F. Submission of Proposal. In submitting a proposal, a Bidder declares that it shall make commitments to those qualified DBEs whose participation the Bidder submits to meet the contract goal. The Bidder shall submit DBE commitments with its proposal, including DBE name, address, work category, brief description of work, and estimated commitment amount.

G. Pre-Award Participation Package. Within 5 calendar days after letting for Federal-Aid contracts, the Low Bidder shall submit a complete DBE Pre-Award Participation Package, as outlined below, to the Office of Construction using the Department approved civil rights reporting software, *Equitable Business Opportunity Solution (EBO)*. The DBE Pre-Award Participation Package shall include all the commitments identified in their proposal at the time of the letting. The time period is measured starting the day after the Letting, and if the last day is a Saturday, Sunday, State holiday or Federal holiday, the period is extended to the next day that State offices are open.

A commitment to a DBE is expressed as a dollar amount agreed to by both the Bidder and the DBE for the performance of identified work, services or products. Commitments are for quantities of contract pay items, or associated to contract pay items for work, services or products that are not measured in the same manner as the contract pay item. Commitments for less than the full scope of the contract pay item shall be indicated as such in EBO.

For each DBE Subcontractor, the Apparent Low Bidder shall indicate the contract pay item number(s) of the work to be performed in EBO. For those items of work where the DBE Subcontractor is performing less than 100% of a contract pay item, the Apparent Low Bidder shall explain, in writing, the scope of work to be performed by the DBE.

For each DBE Manufacturer, Fabricator, Material Supplier, or Broker, the Apparent Low Bidder shall indicate the contract pay item number(s) of the materials, supplies, articles, or equipment to be manufactured, fabricated, supplied, or otherwise provided. If the material, supplies, articles, equipment or service does not correspond to a specific contract pay item, the Apparent Low Bidder shall use a contract pay item(s) to which the activity relates.

For each DBE Service, the Apparent Low Bidder shall indicate the contract pay item number(s) of the service to be provided. If the equipment or service does not correspond to a specific Department contract pay item, the Apparent Low Bidder shall use a contract pay item(s) to which the activity relates.

For each DBE Trucking Firm, the Apparent Low Bidder shall indicate the contract pay item number(s) for which the trucking operations are to be performed. If the trucking operation does not correspond to a specific contract pay item, the Apparent Low Bidder shall use a contract pay item(s) to which the activity relates. The Apparent Low Bidder shall indicate the type of trucking operation to be performed, the number of trucks owned/leased, the number of trucks working on-site or off-site, rate per hour/ton/load/etc., duration or amount, and total dollar value of the proposed DBE commitment. The Apparent Low Bidder shall provide copies of all lease agreements utilized by the DBE Trucking Firm.

If the Low Bidder meets or exceeds the established DBE goal(s) for the contract with commitments to certified DBEs, it is not necessary for the Low Bidder to submit documentation of good faith efforts.

If the contract goal(s) is not met in full, then the Bidder shall provide documentation of its Good Faith Efforts in accordance with Section H. *Good Faith Efforts* that demonstrate that the Bidder attempted but could not meet the goal(s).

After contract award, the Contractor shall promptly execute subcontracts, agreements, or purchase orders, as appropriate, with each DBE for the type and amount of work identified in the approved AAP19 *D/M/WBE Schedule of Participation*.

After the Low Bidder has identified pre-award commitments to DBEs in EBO, each DBE shall acknowledge the commitment in EBO within 10 calendar days after letting.

H. Good Faith Efforts. If the Apparent Low Bidder fails to meet the DBE contract goal, the Department will evaluate the good faith efforts the Bidder made to obtain DBE participation to determine if the efforts are sufficient enough to recommend award of the contract. Efforts to obtain DBE participation that are merely pro forma are not good faith efforts, nor are efforts that, even if they are sincerely motivated, given all relevant circumstances, could not reasonably be expected to produce a level of DBE participation sufficient to meet the goal.

If the Low Bidder has not met the DBE goal, it shall submit the AAP10 *D/M/WBE Solicitation Log*, together with other documentation that substantiates good faith efforts. Such documentation shall include, at a minimum, all forms of solicitation inquiries that were returned as undeliverable, quotations submitted by DBEs that were not selected for participation, quotations submitted by non-DBEs that were selected for comparison, and an explanation for the Bidder's action in each case.

In order to evaluate the Bidder's good faith efforts, the Department will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made.

Below is a list of the types of actions which the Department will consider as part of the Bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases.

1. Securing participation by certified DBE firms for work that they are listed to perform that is in the contract. Only DBEs certified by the NYS Unified Certification Program (NYSUCP) shall be used to fulfill the established goal on Federal-Aid contracts.

2. Soliciting, at a minimum, certified DBEs in the appropriate geographic area:
   - For all work, soliciting certified DBEs within 75 miles of the contract location.
   - For trucking operations and equipment rental, soliciting certified DBEs within 75 miles of the contract location.

- For work such as guide rail, fencing, landscaping, work zone traffic control, survey, signs, permanent highway lighting, traffic signals, and intelligent transportation systems (ITS); soliciting certified DBEs within 150 miles of the contract location.
- For work such as pavement markings, manufacturers, fabricators, material suppliers, brokers, and services; soliciting certified DBEs within 300 miles of the contract location, or on an upstate or downstate basis.

3. The Bidder shall conduct market research to identify small business contractors and suppliers and solicit, through all reasonable and available means, the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events; advertising and/or written notices; posting of notices of sources sought and/or requests for proposals, written notices or emails to all certified D/M/WBEs listed in the appropriate directory of certified firms that specialize in the areas of work desired and which are located in the area or surrounding area.

The Bidder shall solicit this interest as early in the bidding process as practicable, to allow the DBEs to respond to the solicitation and submit a timely offer. The Bidder shall determine with certainty if the DBEs are interested by taking appropriate steps, including following up the initial solicitation with at least one additional solicitation via a different media. The Bidder shall keep records of efforts to solicit and negotiate with DBEs as evidence of good faith efforts, using the *Solicitation Log* as a continuing record.

4. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, either breaking down operations or combining like or related operations into logistically and economically feasible units to facilitate DBE participation, even when the Contractor might prefer to perform these work items with its own forces. This may include, where possible, establishing flexible time frames for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

5. Providing interested DBEs with adequate information on where and how to obtain the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their timely offer.

6. a. *Negotiating in good faith with interested DBEs.* It is the Bidder's responsibility to make a portion of the work available to DBE Subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available DBE Subcontractors and material suppliers, to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

b. *Additional Costs.* The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. The ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make good faith efforts. Bidders are not, however,

required to accept higher quotes from DBEs if the Department determines the price

difference to be excessive or unreasonable.

7. a. *Not rejecting DBEs as unqualified.* The Bidder shall not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder's standing within its industry, membership in specific groups, organizations or associations, and political or social affiliations (for example union vs. non-union status) are not legitimate causes for rejection or non-solicitation of proposals in the Bidder's efforts to meet the contract goal. Rejection of the DBE because its quotation for the work was not the lowest received is not considered good faith effort. Nothing in this paragraph shall be construed to require the Bidder to accept unreasonable quotes in order to satisfy contract goals.

   b. *Replacement Prices.* A prime contractor's inability to find a replacement DBE at the original price is not sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

8. Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance as required by the Department or the Bidder.

9. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance.

10. Where available, effectively using the services of available minority/women focused media, trade associations, and contractor groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

11. Stating future commitments to use DBEs after contract award is not considered to be responsive to the contract solicitation requirements or to constitute good faith efforts.

I. Pre-Award Approval. In order to award a contract to a bidder that has failed to meet the DBE contract goal(s), the Department must determine that the Bidder's good faith efforts were those that a bidder actively and aggressively seeking to meet the goal(s) would make given all relevant circumstances.

If the Department determines that the original Low Bidder has failed to meet the good faith effort requirements, before awarding the contract to a subsequent bidder, the Department will provide the original Low Bidder an opportunity for administrative reconsideration by an official who did not take part in the original determination.

J. Administrative Reconsideration. The Apparent Low Bidder will have the opportunity to provide written documentation of Good Faith Efforts, or argument and to meet in person with the Department's reconsideration official upon notification concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Department will send the Low Bidder a written decision on reconsideration, explaining the basis for finding that the Low Bidder did or did not meet the goal or make adequate good faith efforts to do so.

K. Bidder's Failure to Comply with DBE Program Requirements. The Department's

acceptance of the Apparent Low Bidder's proposal is conditioned upon the Apparent Low Bidder's fulfillment of the DBE participation requirements. Failure by the Apparent Low Bidder to submit a complete DBE participation package within 5 calendar days after the proposal opening or failure to provide commitments to meet the established goal prior to award without adequate good faith efforts, may be grounds for rejection of the proposal as non-responsive and the deposit may be subject to forfeiture.

CHANGED CONDITION CLAUSES

DIFFERING SITE CONDITIONS. 23 CFR 635.109(a)(1)

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party of the specific differing site conditions before the site is further disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the site conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of the determination as to whether an adjustment to the contract is warranted.

No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

SUSPENSIONS OF WORK DIRECTED BY THE ENGINEER. 23 CFR 635.109(a)(2)

If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, not customary, or not inherent to the construction industry) and the Contractor believes that it is due additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by circumstances beyond the control of and not the fault of the Contractor, its Suppliers or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the Engineer's determination whether an adjustment to the contract is warranted. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract. No contract adjustment will be allowed unless the Contractor has provided the required written request for adjustment within the time prescribed.

SIGNIFICANT CHANGES IN THE CHARACTER OF WORK. 23 CFR 635.109(a)(3)

The Engineer reserves the right to make, in writing, at any time during the work, such changes

in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the Surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of work under the contract, whether such alterations or changes are in themselves significant changes in the character of work, or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made by the Department, either for or against the Contractor, in such amount as determined to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant change" shall be construed to apply only to the following circumstances: when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or when a Major Item of work, as defined elsewhere in the contract, is increased in excess of 125 percent, or decreased below 75 percent of the original contract quantity. Any allowance for a change in unit price shall apply only to that portion of work in excess of 125 percent of the original contract item quantity, or in the case of a decrease below 75 percent, to the actual amount of work performed.

REQUIRED IN ALL FEDERAL AID CONSTRUCTION CONTRACTS.

DISPUTED WORK AND DISPUTE RESOLUTION

The term "dispute" shall mean a disagreement between the Contractor and the Department concerning a matter of contract performance or contract compensation. Dispute resolution may involve adjustments in compensation, adjustment of contract pay-items, the addition of new contract pay-items to the contract, and/or extension of time for performance. The Contractor shall continue the work during the pendency of the dispute.

It is the goal of the Department to resolve disputes that may arise under the contract in a timely, just and fair manner consistent with the terms of the contract. The dispute resolution process may be undertaken at any time from the contract award to the issuance of the final payment by the Office of the State Comptroller. The dispute resolution process recognizes and will take into consideration the risks and controls inherent in construction which the Contractor or the Department have agreed to assume pursuant to the terms of the contract. The Contractor is encouraged, when initiating a dispute, to provide information concerning measures that may be taken to mitigate the damages.

Disputes of any nature shall be made in strict accordance with the contract provisions, including the notice and recordkeeping provisions. The Department reserves the right to modify specifications or delete portions of the work being disputed in order to mitigate damages.

A. *Disputed Work*. If the Contractor is of the opinion that any work directed by the Engineer to be completed as contract work is extra work and not contract work, or that any order of the Engineer exceeds the requirements of the provisions of the contract, the Contractor shall provide the Department written notice and maintain records. After submitting the required notice, the Contractor shall complete its dispute submission in accordance with Section E. *Required Content of Dispute Submission*.

1. ***Determined to Be Contract Work*.** If the Department determines that the disputed work is contract work and not extra work, or that the direction given to the Contractor and protested was proper, the Department will direct the Contractor to continue the disputed work and the Contractor shall promptly comply. The Contractor's right to further pursue a dispute for extra compensation or damages will not be affected in any way by the Contractor complying with the directions of the Department to proceed with the work, provided the Contractor continues to keep and submit daily records to document all labor, material and equipment used for disputed work in accordance with *Extra Work and Time Related Compensation.* Section C.1. *Daily Summary to the Engineer.*

2. ***Determined to Be Extra Work*.** If the Department, determines that the disputed work is extra work and not contract work, or that a direction given to the Contractor and protested was not proper, then a contract adjustment will be made. Compensation will be made for such work in accordance with *Extra Work and Time Related Compensation*. The Contractor shall continue to maintain force account records until receipt of the change order approved by the Office of the State Comptroller. Documented, additional, actual and reasonable costs incurred by the Contractor pursuant to following a written order to perform work (that was subsequently contained in a change order which was disapproved) will be considered reimbursable. Eligibility for additional compensation shall cease upon notification of the disapproval of a change order.

B. *Time Related Disputes*. The term "time related dispute" shall mean any dispute arising from any event which affects the scheduled time of performance. This paragraph is intended to cover all such events which include major deductions or increases to quantities of work, suspension of

work and cancellation of contract, and termination, as well as actions, forces or factors, such as "delay", "disruption", or "interference."

If the Contractor believes that it is or will be entitled to additional compensation for time related disputes, whether due to delay, extra work, disputed work, breach of contract, or other causes, the Contractor shall provide the Department will have no liability and no adjustment will be made for any damages which accrued more than 15 calendar days prior to the filing of written notice with the Engineer. The primary tool used to evaluate the time of performance is the Contractor's progress schedule. Department approval of a schedule or a revised schedule does not entitle the Contractor to a time extension or any time related damages. Compensation will be made for such work in accordance with *Extra Work and Time Related Compensation*–Section D. *Time Related Dispute Compensation.*

C. *Acceleration Disputes.* The Contractor may not dispute costs associated with acceleration of the work unless the Department has given prior express written direction to the Contractor to accelerate its effort. The Contractor shall always have the basic obligation to complete the work in the time frames set forth in the contract. Lack of express written direction on the part of the Department shall never be construed as approval.

If the Contractor does accelerate its work efforts pursuant to written direction from the Department, compensation will be made in accordance with *Extra Work and Time Related Compensation*-Section E. *Acceleration Compensation.* The Department, in determining whether any compensation is warranted, will evaluate the facts and circumstances which led to the acceleration to determine whether they were in the Contractor's control.

D. *Review Time Periods for Disputes.* After providing written notice, the Contractor shall, as soon as the information is available or ascertainable, provide the Engineer with a summary of its dispute contentions in accordance with Section E. *Required Content of Dispute Submission,* in sufficient detail so that the Engineer may make a determination. The Engineer will make an initial response, in writing, within 21 calendar days after the Contractor provides the dispute submission.

If a dispute is not resolved by the Engineer to the satisfaction of the Contractor, within 10 work days of receipt of the Engineer's written decision or the Engineer fails to reply within 21 calendar days, the Contractor shall notify the Regional Director, in writing, with a copy to the Engineer, of its contentions relative to the dispute.

If the dispute is not resolved by the Regional Director to the satisfaction of the Contractor, within 15 calendar days of receipt of the Regional Director's written decision or the Regional Director fails to reply within 30 calendar days, the Contractor shall notify the Commissioner, in writing, with copies to the Engineer and the Regional Director, of its contentions relative to the dispute, indicating the substance of previous communication on the issue with the Engineer and the Regional Director and its rebuttal of their previous findings.

1. ***Disputes to the Commissioner Up to $50,000.*** For all disputes to the Commissioner of $50,000 or less, the Department will respond in writing within 45 calendar days of receipt of the dispute. If any additional documentation supporting the dispute or relating to the subject matter of the dispute is required, the Department may request said documentation in writing within 30 calendar days of receipt of the dispute. The Contractor will provide such information within 30 calendar days of the request unless another time period is agreed to. The Department's written response to the additionally documented dispute will be submitted to the Contractor within 15 calendar days after receipt of said additional documentation or within a period no greater than that taken by the Contractor in producing said additional documentation, whichever is greater. If the Contractor disputes the Department's written response, or the Department fails to respond within the time prescribed, the Contractor may

so notify the Department in writing within 15 calendar days of receipt of the Department's response, or within 15 calendar days of the Department's failure to respond. Upon the Contractor's request, the Department shall schedule a meeting or conference. By agreement between the Department and the Contractor, such time periods may be modified.

2. ***Disputes to the Commissioner Over $50,000 to $250,000.*** For all disputes to the Commissioner over $50,000 and less than or equal to $250,000, the Department will respond in writing within 60 calendar days of receipt of the dispute. If any additional documentation supporting the dispute or relating to the subject matter of the dispute is required, the Department may request said documentation in writing within 30 calendar days of receipt of the dispute. The Contractor shall provide such information within 30 calendar days of the request unless another time period is agreed to. The Department's written response to the additionally documented dispute will be submitted to the Contractor within 30 calendar days after receipt of said additional documentation, or within a period no greater than that taken by the Contractor in producing said additional documentation, whichever is greater. If the Contractor disputes the Department's written response, or the Department fails to respond within the time prescribed, the Contractor may so notify the Department in writing within 15 calendar days of receipt of the Department's response, or within 15 calendar days of the Department's failure to respond. Upon the Contractor's request, the Department will schedule a meeting or conference and notify the Contractor within 30 calendar days of the scheduled date. By agreement between the Department and the Contractor, such time periods may be modified.

3. ***Disputes to the Commissioner over $250,000 or of Undetermined Value.*** For disputes to the Commissioner over $250,000 or that have an undetermined value, the Department will respond in writing within 90 calendar days of receipt of the dispute. If any additional documentation supporting the dispute, or relating to the subject matter of the dispute, is required, the Department may request said documentation in writing within 30 calendar days of receipt of the dispute. The Contractor shall provide such information within 30 calendar days unless another time period is agreed to. The Department's written response to the additionally documented dispute will be submitted to the Contractor within 60 calendar days after receipt of the said additional documentation, or within a period no greater than that taken by the Contractor in producing said additional documentation, whichever is greater. If the Contractor disputes the Department's written response, or the Department fails to respond within the time prescribed, the Contractor may so notify the Department in writing within 30 calendar days after the receipt of the Department's response, or within 30 calendar days of the Department's failure to respond. Upon the Contractor's request, the Department will schedule a meeting or conference and notify the Contractor within 30 calendar days of the scheduled date. By agreement between the Department and the Contractor, such times periods may be modified.

E. Required Content of Dispute Submission. All disputes shall be submitted in writing to the Engineer and shall be in sufficient detail to enable the Engineer to ascertain the basis and the amount of each dispute. If requested and as a minimum, the following information shall be provided when such information is ascertainable by the Contractor:

1. General.

a. The date on which actions resulting in the dispute occurred or conditions resulting in the dispute became evident.

b. A copy of the notice of dispute for the specific dispute by the Contractor.

c. To the extent known, the name, function, and activity of each Department official, or

employee or agent, involved in, or knowledgeable about facts that gave rise to such dispute.
d. The name, function, and activity of each Contractor or Subcontractor official, or employee, involved in, or knowledgeable about facts that gave rise to such dispute.
e. The identification of any pertinent documents, and the substance of any material communication relating to such dispute.
f. A statement as to whether the additional compensation or extension of time if requested is based on the provisions of the contract or is an alleged breach of contract.
g. If an extension of time is also requested, the specific days for which it is sought and the basis for such request as determined by an analysis of the construction progress schedule.

2. Time Related Dispute Submissions.

a. A description of the operations that were delayed, the reasons for the delay, how they were delayed, including the report of all scheduling experts or other consultants, if any.
b. The documented process of establishing, maintaining and updating the progress schedule, showing when the delay occurred and how it affected the schedule, in accordance with the Progress Schedule or a CPM specification, if applicable.
c. The amount of additional compensation sought in accordance with Extra Work and Time Related Compensation Section D. *Time Related Dispute Compensation.*

3. Acceleration Dispute and Disputed Work Submissions.

a. A detailed factual statement of the dispute providing all necessary dates, locations and items of work affected by the dispute.
b. The specific provisions of the contract which support the dispute and a statement of the reasons why such provisions support the dispute.
c. The amount of additional compensation sought, and a breakdown of that amount shall conform to the requirements of *Extra Work and Time Related Compensation*–Section B. *Force Account Work* except for acceleration disputes which shall conform to the requirements and categories specified in *Extra Work and Time Related Compensation* Section D. *Time Related Dispute Compensation.*

F. ***Required Certification of Disputes Over $50,000.*** When submitting any dispute over $50,000, the Contractor shall certify in writing, under oath and in accordance with the formalities required by the contract, as to the following:

1. That supporting data is accurate and complete to the Contractor's best knowledge and belief,

2. That the amount of the dispute is based on sound engineering principles, is supported by sound mathematical and cost accounting principles and the dispute itself is in accordance with the terms of the contract, and accurately reflects what the Contractor in good faith believes to be the Department's liability; and,

3. That the dispute and the amount of the dispute is in full compliance with the Federal False Claims Act, 31 U.S. Code Section 3729, and New York State False Claims Act, NYS Finance Law Article XIII; and that the Contractor acknowledges that if determined to be in violation of these acts by a court of proper competent jurisdiction, such violating Contractor shall be subject to liability for a civil penalty, plus up to three times the damage the State sustains by such violation.

4. The certification shall be executed by:
   a. The Contractor, if the Contractor is an individual; or,
   b. A senior company official in charge at the Contractor's plant or location involved or an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs, if the Contractor is not an individual.

G. *Auditing of Records.* A Contractor who has filed a dispute, or Subcontractor, Manufacturer, Fabricator or Material Supplier on whose behalf a dispute has been filed, shall have the following records available for audit at any time following the filing of such dispute, and shall cooperate with the auditors, whether or not such dispute is part of a suit pending in the courts of this State. The audit may be performed by employees of the Department or by an independent auditor appointed by the Department and may begin on 15-day notice to the Contractor, Subcontractor, Manufacturer, Fabricator or Material Supplier as is appropriate. The Contractor, Subcontractor, Manufacturer, Fabricator or Material Supplier shall cooperate with the auditors. The Department will maintain the audit, its backup, reports, schedules and conclusions as confidential material. Failure to maintain and retain sufficient records shall constitute a waiver of that portion of such dispute that cannot be verified and shall bar recovery thereunder. In the event the Contractor fails to substantially furnish the required reports and accounting records, such failure shall constitute a waiver of the dispute for payment other than for payment at contract unit prices for the work performed. The Contractor will be allowed to review the audit findings and will be allowed 30 calendar days to respond to any items disallowed by the audit.

Without limiting the generality of the foregoing, the auditors shall have available to them and the Contractor agrees to provide access to and true copies of the original, in whatever format the records are created/maintained, of the following documents:

1. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based.
2. All documents which relate to each and every dispute together with all documents which support the amount of damages as to each dispute.
3. Daily time sheets, superintendent diaries or log sheets and foreperson's daily reports.
4. Union agreements and reports, if any.
5. Insurance policies, welfare and benefits records or plans for union and non-union personnel.
6. Payroll register, individual employee earnings records and payroll tax returns.
7. Material invoices, purchase orders, and all material and supply acquisition contracts.
8. Material cost distribution work sheet.
9. Equipment records (list of company equipment, rates, depreciation schedules, daily equipment reports or logs, fueling logs or records, equipment lease purchase agreements, and equipment purchase invoices).
10. Depreciation records on all company equipment whether such records are maintained by the company involved, its accountant, or others.
11. If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
12. Vendor rental agreements, subcontractor invoices, agreements and back charge records.
13. Subcontractor payment certificates.
14. Canceled checks (payroll and vendors).
15. Job cost ledger or report and job payroll ledger.
16. General ledger, general journal (if used), and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals.
17. Cash receipts, cash disbursements journal, purchase journal, petty cash journal and

supporting vouchers.
18. Audited and unaudited financial statements for all years during operations on this contract.
19. Documents which reflect the Contractor's actual overhead during the years contract work was performed.
20. Work sheets used to prepare the dispute establishing the cost components for items of the dispute including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents which establish the time periods, individuals involved, the hours and the rates for the individuals.

H. ***Contract Closeout Process.*** A dispute, or a portion thereof, that has been previously submitted to the Department which remains unresolved to the satisfaction of the Contractor, may be submitted for Department review in connection with the closeout process. The records made, and recommendations or actions of a facilitator, a Dispute Review Board, or any other dispute resolution method, shall be off the record, non-binding, confidential, and may not be used in any future litigation.

1. ***Contract Closeout Meeting.*** If requested by the Contractor, the Department will schedule a contract closeout meeting with the Office of Construction in Albany. The contract closeout meeting process involves meeting(s) with the Contractor and its representatives and Department personnel to amicably resolve all remaining disputes of the Contract. In lieu of pursuing the closeout meeting process, the Contractor may elect to utilize the Gatekeeper process.

2. ***Claims.*** If any dispute, or portion thereof, remains unresolved following the meeting(s) or conference(s) and the payment of the final agreement, the Contractor may file a claim in the New York State Court of Claims in accordance with law and the provisions of the Contract.

EXTRA WORK AND TIME RELATED COMPENSATION.

The Contractor will be compensated for extra work by agreed price in accordance with Section A. *Agreed Price Work*, or by force account in accordance with Section B. *Force Account Work*.

A. Agreed Price Work. Agreed prices for new items of work or materials in accordance with one of the methods outlined below may be accepted by the Engineer and incorporated into a change order as the Department may deem them to be just and fair and beneficial to the State. An agreed price may be offered by the Contractor and accepted by the Engineer for a defined quantity of additional work. The Contractor shall provide an agreed price proposal generally not later than 7 calendar days prior to beginning the work. If a price has not been agreed to, in writing, prior to starting the work, the Contractor shall keep and submit daily records to document all labor, material and equipment used to complete the work in accordance with Section C.1. *Daily Summary*. A change order containing an agreed price not supported by one of the following may be subsequently rejected by the Department or the Office of the State Comptroller.

1. Original/Adjusted Contract Bid Price. The original contract bid price, or the original contract bid price adjusted for documented increase or decrease in labor cost, material cost, equipment rate, mobilization, and/or site conditions.

2. Weighted Average Price. The statewide or regional weighted average price (WAP) for a contract pay item for minimum of 3 contracts of similar type, quantity, and/or location of work over a one to two-year period; as shown in the Pay Item Catalog (PIC). The Engineer may adjust the WAP for documented increase or decrease in labor, materials, equipment, mobilization, and/or site conditions.

3. Average of 3 Lowest Bidders. The average bid price for a contract pay item by the 3 lowest responsible bidders on the contract, including the Contractor, presented in the Tabulation of Bids. If less than 3 responsible bids were received, this option shall not be used.

4. Price Analysis. A price analysis shall be based on an estimated breakdown of charges listed in Section B. Force Account Work, using the labor, equipment and other rates available when the agreed price is developed by the Contractor. The analysis shall be based on crew composition, material prices, equipment production and overall production rates that are reasonable in comparison with contract bid price work. Price analyses shall be submitted in a format acceptable to the Department. Price Analysis forms are available from the Department's website at www.dot.ny.gov/main/business-center/contractors/construction-division/forms .

The Contractor will be reimbursed for labor in accordance with Section B.1.a *Labor*. The Contractor will be reimbursed for each class of labor, not individual workers, at the prevailing wage rate for that trade and classification.

The Contractor will be reimbursed for materials in accordance with Section B.1.b *Materials*.

The Contractor will be reimbursed for equipment in accordance with Section B.1.c *Equipment*. Equipment rates shall be used with no rate adjustment factor and no regional adjustment factor. An appropriate type and size of equipment similar to that available on the contract site, if present, shall be used.

The Contractor will be reimbursed for required insurances in accordance with Section B.1.d *Insurance*.

The Contractor will be reimbursed for overhead at 10% of items Section B.1.a. *Labor*, Section B.1.b. *Materials* and Section B.1.c. *Equipment*.

The Contractor will be reimbursed for profit at 10% of items Section B.1.a. *Labor*, Section B.1.b. *Materials* and Section B.1.c. *Equipment*.

Due to the cost and effort associated with development, a price analysis should generally be reserved for extra work under an individual contract pay item or a single price analysis, of more than $5,000.

B. Force Account Work. Where there are no applicable unit prices for extra work and agreed prices cannot be readily established or substantiated, the Contractor will be reimbursed by Force Account for the actual, reasonable and verifiable cost of the items listed below. The Contractor shall maintain and submit force account records in accordance with Section C. *Force Account Report.*

1. *Contractor Costs.* At the preconstruction meeting, the Contractor should provide the Engineer documentation supporting its insurance rates for the current period and provide updates within 30 days after the renewal date, to assist in timely preparation and review of force account reports. All rates will be those in effect at the time the work is performed.

a. *Labor.* Necessary labor costs include wages, supplemental (fringe) benefits, FICA, Medicare, Federal Unemployment Tax (FUTA), State Unemployment Insurance (SUI), paid holidays, Workers Compensation insurance and other such reasonable charges that are paid by the Contractor pursuant to existing written agreements with its employees and/or labor organizations.

(1) *Wages and Fringe Benefits.* The Contractor will be reimbursed for each worker separately at the actual payroll rate; an average rate based on different workers will not be accepted. The wage rate for an individual worker may be up to 150% of the prevailing wage and 100% of the supplemental (fringe) benefits, provided the Contractor documents through certified payrolls that the worker has and continues to be paid more than the prevailing wage for contract work. The Contractor shall obtain the approval of the Engineer for wage rates for individual workers over 110% of the prevailing wage prior to that individual starting work.

There are no prevailing wage rates for foremen/forewomen. Foremen/forewomen are typically paid at a higher rate than the trades they supervise, due to additional responsibilities. The reimbursement for foremen/forewomen will be based on previous certified payrolls or other payroll records for that individual, if available, provided crew composition and overall production rates are reasonable.

If the Contractor is obligated by a labor agreement to pay a full day's pay for an individual in a required labor classification and cannot find other work on that day for that individual, the Contractor will be reimbursed for a full day's pay for that individual.

Professional or technical personnel specifically required or agreed to by the Department, in writing, to be present for specific critical work operations will be reimbursed as a direct labor cost. The reimbursement for these professional or technical personnel will be based on previous payrolls for that individual, as certified by the employer, or by comparison to costs for similarly qualified personnel.

No reimbursement will be made for travel, lodging, bonuses, or other similar payments made to workers.

(2) *Standard Markups.* The Contractor will be reimbursed for FICA, Medicare, Federal Unemployment Tax (FUTA), State Unemployment Insurance (SUI), and paid holidays using the Standard Labor Markup Rate, on all wages, not including supplemental (fringe) benefits. The Standard Labor Markup Rate, initially 12.5%, may be modified by the Department via Official Issuance.

The Contractor will be reimbursed for FICA and Medicare using the Standard Fringe Markup Rate on all supplemental (fringe) benefits paid in a payroll check or in cash to the employee. The Standard Fringe Markup Rate, initially 6.4%, may be modified by the Department via Official Issuance.

(3) *Workers Compensation Insurance.* The Workers Compensation insurance rate will be the statutory loss cost rate established by the NYS Workers Compensation Insurance Rating Board, with the insurer's approved lost cost multiplier, all assessments and credits, and an experience modifier of 1.00, subject to the Construction Employment Payroll Limitation (CEPL) Program limits where applicable. The Contractor shall submit an insurance policy declaration/rate page from its insurer to validate the Workers Compensation insurance rate.

Where the Longshore and Harbor Workers' Compensation Act, Jones Act, Federal Employees Liability Act or other legal requirements impose additional liability on the Contractor, additional differentials will be added to the Worker's Compensation insurance rate.

For Contractors that obtain Workers Compensation insurance through a pooled fund or similar arrangement, the Contractor shall supply documentation from the Contractor's insurance carrier detailing the rate and basis for application.

The Contractor will be reimbursed for Workers Compensation insurance based on the Workers Compensation insurance rate described above, multiplied by gross wages, not including the premium portion of overtime nor supplemental (fringe) benefits, except when supplemental benefits are paid directly to the employee, up to the CEPL wage limit, where applicable.

b. *Materials.* Materials are necessary products incorporated in the temporary or permanent work. The Contractor will be reimbursed for the costs of materials, including transportation to the site and sales taxes for materials not permanently incorporated into the work. Material transportation may be accounted for as part of the material unit price, a material unit price for transportation, a fee for transportation, or equipment and operator charges. Contractor or Subcontractor costs for transportation of materials shall be accounted for as labor and equipment in accordance with Section B.1.a. Labor and Section B.1.c. Equipment respectively. Because force account work has no associated pay lines/limits, materials will be measured as actual quantities delivered and incorporated, including any required overlap, and appropriate allowances for waste and/or disposal due to construction operations and/or installation practices.

The Contractor will be reimbursed, including sales taxes when applicable, for expendable materials such as oxygen, acetylene, propane, welding rods, form lumber, form oil, grinding wheels, saw blades, hammer and drill bits, drill steel, and tooth-bits consumed in progressing the work. Other small tools and tool/equipment supplies used or consumed in progressing the work are considered to be included in overhead and no separate reimbursement will be made.

Material acquired by direct purchase shall be documented by bills or acceptable invoices. All prices on used material incorporated in either temporary or permanent

work shall be billed at a fair value, less than the original cost when new. A reasonable salvage credit will be determined by the Engineer in coordination with the Contractor for substantial salvageable material recovered.

c. *Equipment.* Equipment, other than small tools, used by the Contractor shall be of suitable size and suitable capacity required for the work to be performed. If the Contractor elects to use equipment of a higher rate than the equipment suitable for the work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment upon which the rate is based will be recorded as a part of the Force Account Report. Usage will be recorded in hours to the nearest half hour. The Engineer will verify the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will likewise be related to the suitable equipment.

(1) *Mobilization Costs.* If the Contractor does not have a needed type or piece of equipment on the contract site or the equipment is not available to perform the extra work, the Contractor will be reimbursed for the reasonable cost of mobilization to and demobilization away from the work site. Mobilization and demobilization include the cost of transporting equipment; 50% of the hourly ownership rate of transported equipment during transportation, including loading, unloading, assembly, and disassembly; and fees for any required regulatory permits. Costs for demobilization away from the work site will not be paid if the equipment is kept on the site and performs additional contract bid price work.

(2) *Ownership Costs.* The Contractor will be reimbursed for its costs for providing equipment at the rates listed in the Cost Recovery software produced by Equipment Watch (hereafter referred to as Cost Recovery). The hourly ownership rates will reimburse the Contractor for all non-operating costs of providing equipment, including depreciation on the original purchase, costs of major overhaul repairs, facilities capital, normal risk insurance, property taxes, storage, licenses, security, record keeping, and mechanic's supervision.

The hourly ownership rate will be the Cost Recovery monthly rate divided by 176, multiplied by the rate adjustment factor for the equipment model year and then multiplied by the regional adjustment factor. If the Contractor has a piece of equipment remanufactured, rebuilt, or significantly altered, the rate adjustment factor may be modified, as documented by Equipment Watch.

For equipment required to be present and operating, the Contractor will be reimbursed for the product of the hours of actual use, multiplied by the hourly ownership rate.

For equipment required to be present; dedicated exclusively to the force account, not available for mobilization elsewhere, and not used on contract bid price work that day; the Contractor will be reimbursed for the product of the remaining non-operating hours in the shift, multiplied by 50% of the hourly ownership rate.

Equipment that is not required to be present will not be eligible for reimbursement of non-operating hours. If the Engineer directs or agrees that equipment mobilized for the operation is no longer required to be present, the Contractor may demobilize the equipment. If the equipment is demobilized, and subsequently determined to be required to be present, the Contractor will be reimbursed for remobilization.

For equipment without an operator that is designed to operate on a continuous

long-term basis, such as a pump, portable variable message sign (PVMS), or temporary traffic signal, the Contractor will be reimbursed for a maximum of 176 hours a month.

Equipment with an hourly ownership rate of less than $2 or a current purchase price of less than $500 will be considered as small tools and equipment and will not be directly reimbursed.

(3) *Operating Costs.* The hourly operating rate includes preventative and field maintenance, fuel, lubricants, and other operating expenses as outlined in Cost Recovery, not including consumables or the operator's wages. The Contractor will be reimbursed for the product of the number of hours of actual use multiplied by the hourly operating rate. No reimbursement for operating costs will be made for equipment that is not operating.

(4) *No Established Rate.* If rates are not established in Cost Recovery for a piece of equipment, the Contractor shall contact the Cost Recovery publisher, Equipment Watch to establish rates. If Equipment Watch will not establish rates, the Department, in coordination with the Contractor, may establish rates for ownership costs and operating costs for that piece of equipment consistent with its cost and expected life.

(5) *Maximum Ownership Costs.* The maximum amount reimbursed for ownership costs of equipment, is limited, on a contract basis, to the original purchase price as listed in the Equipment Watch Retail Rental software. The Contractor shall not exchange equipment for a similar item for the purpose of extending the maximum ownership cost. Exchange of equipment for an engineering or mechanical reason shall be approved by the Engineer, or the maximum ownership cost will be limited to that reimbursed for the original piece of equipment. If the ownership cost is limited by the original purchase price, the Contractor will continue to be reimbursed for the operating cost for hours of actual use.

(6) *Backup Equipment.* The Contractor will be reimbursed at 50% of the hourly ownership rate for redundant/backup equipment specifically required, or agreed to by the Department in writing, to be present for specific critical work operations.

(7) *Owner/Operator Equipment.* Equipment Owner/Operators utilized by the Contractor in the performance of work shall be accounted for as a service charge in accordance with Section B.3. *Service Charges.*

d. *Insurance.* The Contractor will be reimbursed for Commercial General Liability (CGL), Umbrella or Excess Liability, Special Protective and Highway Liability, Contractor's Risks, Professional Liability/Errors and Omissions, Railroad Protective Liability, Marine Protection and Indemnity, and Pollution Liability insurances at the rate paid by the Contractor, in accordance with the method procured from its insurer(s).

(1) Contractors or Subcontractors that pay insurances based on a percentage of payroll will be reimbursed that percentage of the portion of item Section B.1.a. *Labor* specified in the Contractor's insurance policy.

(2) Contractors or Subcontractors that pay insurances based on of a percentage of gross sales will be reimbursed that percentage of the total of items in Section

B.1.a. *Labor,* Section B.1.b. *Materials,* Section B.1.c. *Equipment*, Section B.1.e. *Overhead* and Section B.1.f. *Profit.*

e. *Overhead.* The Contractor will be reimbursed for overhead at 10% of items Section B.1.a. *Labor*, Section B.1.b. *Materials* and Section B.1.c. *Equipment.* Overhead will be defined to include the following:

(1) Additional costs for bond(s), Disability Benefits and Commercial Automobile insurance;

(2) All salary, benefits and expenses of executive officers, supervising officers/employees, superintendents, project engineers, office engineers, CPM Schedulers, clerical or administrative employees, and other project level staff, but not including working forepersons; including payroll taxes, unemployment insurance, workers compensation insurance, and charges that are paid by the Contractor to or on behalf of those employees pursuant to written agreement with its employee(s) and/or labor organizations;

(3) Small tools and small tool/equipment supplies, including shovels, picks, axes, saws, bars, sledges, lanterns, etc.;

(4) Contractor's field office rental, utility charges, potable water, sanitation, cleaning, computers, CADD equipment, office equipment, office supplies, reproduction costs, etc.;

(5) Administrative or other efforts required to maintain records and produce force account reports.

f. *Profit.* The Contractor will be reimbursed for profit at 10% of items Section B.1.a. *Labor*, Section B.1.b. *Materials* and Section B.1.c. *Equipment.*

2. *Subcontractor Costs*. When the work is performed by a Subcontractor, the Contractor will be reimbursed the actual, reasonable and verifiable cost of such subcontracted work as outlined above in Section B.1. *Contractor Costs*, plus an additional 5% for subcontract administration, and the Contractor's costs for insurance in accordance with Section B.1.d *Insurance.*

3. *Service Charges*. When work is performed by, and a fee is paid to a professional service, a work service, or an equipment owner/operator, the Contractor will be reimbursed the actual cost of the service fee plus 5% for service administration. This 5% will be applied only once to the service fee regardless of the firm making direct payments.

The rate for equipment with an operator shall not exceed the total of the Blue Book ownership rate, the Blue Book operating rate, and the wages for an appropriate operator. For specialized equipment or circumstances, the wages for an appropriate operator may be up to 150% of the prevailing wage rate.

C. *Force Account Report*. Payment for force account work will be made based on the following reports. Reports shall be submitted in a format acceptable to the Department. Force Account MURK forms are available from the Department's website at www.dot.ny.gov/main/business-center/contractors/construction-division/forms .

If the Engineer or his/her representative disagrees with the accuracy, applicability, or reasonableness of any portion of a Contractor's submission, he/she will promptly notify the

Contractor.

1. ***Daily Summary.*** The Contractor shall deliver a daily summary of force account work to the Engineer in a format acceptable to the Department, not later than close of business on the workday following that for which the work is reported. The daily summary shall be dated and signed by the Contractor's authorized representative.

The Engineer's signature indicates that the record, as modified, is contemporaneous and accurate, but does not indicate concurrence with any dispute. The Engineer will annotate the record as necessary, sign and date, and provide a copy to the Contractor.

The summary shall contain:

a. The contract number, other contract information, and the Contractor name/information.
b. A brief description of the work performed and the work location for that day.
c. A list of personnel by name, including the hours worked, and labor classification.
d. A list of materials used to indicate the quantity and nature. The cost shall be documented later by proper receipts.
e. A list of equipment used to indicate the number of hours used and the type, manufacturer, model, model year, size of equipment, and any required attachments.

2. ***Labor Summary.*** If there is an approved Force Account Estimate, in order to receive progress payments, the Contractor shall deliver to the Engineer a summary of labor used on the work. The Contractor shall provide the Weekly Summary of Force Account Labor using forms provided by the Department, and shall include the first and last name, labor classification, regular and premium hourly rates of pay, supplemental (fringe) benefit hourly rates, regular and premium hours worked, supplemental (fringe) benefit amounts paid in cash, workers compensation percentage rates and limits, and/or other items necessary to calculate the amount due to the Contractor. Progress payments on the force account will not be made until the Contractor provides required documentation to the Engineer.

3. ***Force Account Report Submission.*** On completion of the specific force account work, the Contractor shall deliver to the Engineer a Force Account Report, wherein all labor, materials, equipment, and other charges are shown and totaled using forms provided by the Department. The Force Account Report shall be dated and signed by the Contractor's authorized representative. When the Contractor and the Engineer agree on the Force Account Report, the Engineer will prepare and submit a change order containing the Force Account Report to the Regional Construction Engineer for approval.

4. ***Force Account Review.*** The Regional Construction Engineer, or designee, will review the Force Account Report and make any notations, remarks or comments on this form that may assist in final payments. The emphasis of this review will be on labor rates, markups, workers compensation limits, material costs, equipment rates, insurance rates, and overall documentation. The Regional Construction Engineer will forward the change order to the Deputy Chief Engineer, Construction (DCEC). The DCEC, after review and approval, will forward the change order to the Office of the State Comptroller (OSC) for review and filing. Only after filing by OSC may the Engineer begin to process contract payments based on the change order, as the work is completed.

D. ***Time Related Dispute Compensation.*** The Contractor will only be eligible for extra compensation for expenses or costs which are identified as compensable. In the event any legal action is instituted against the State by the Contractor due to any such dispute for additional

compensation, whether due to time related dispute, delay, acceleration, breach of contract, or otherwise, the State's liability will be limited to those items which are specifically identified as compensable under Section D.1. *Recoverable Contractor Costs*. Nothing in this subsection is intended to create any liability of the State not existing at common law or pursuant to the terms of this contract or to prevent the Contractor from filing a claim in the New York State Court of Claims. The remedies contained herein are exclusive.

1. *Recoverable Contractor Costs.* Only the following elements will be recoverable by the Contractor as "time related dispute compensation" provided they are actual, reasonable and verifiable. Any such adjustment will be made via change order. Escalated costs will include unanticipated higher or lower costs attributable, with appropriate credits, to the performance of work or portions of work in an extended time period due to extenuating circumstances beyond the control of the Contractor.

a. *Extra work.* The Contractor will be reimbursed for extra work required due to a time related dispute in accordance with Section B. *Force Account Work*, less any appropriate credit.

b. *Labor.* The Contractor will be reimbursed for documented escalated labor costs determined in accordance with Section B.1.a. *Labor.*

c. *Materials.* The Contractor will be reimbursed for documented escalated material costs determined in accordance with Section B.1.b. *Materials.*

d. *Equipment.* The Contractor will be reimbursed for documented escalated equipment costs less appropriate credits, determined in accordance with Section B.1.c. *Equipment.* The costs for idle equipment will be 50% of the ownership rate set forth in Section B.1.c. *Equipment.* Idle time shall not exceed 8 hours per day, 40 hours per week, or the annual usage hours established in the Equipment Watch Cost Recovery software. The Contractor will be reimbursed for backup equipment costs, in accordance with Section B.1.c.(6) *Backup Equipment.* Equipment with an hourly ownership rate of less than $2 or a current purchase price of less than $500 will be considered as small tools and equipment and will not be directly reimbursed. No operating costs will be paid for idle equipment.

e. *Insurance.* The Contractor will be reimbursed for documented additional or escalated insurance costs during the extended period.

f. *Extended Contract Site Supervision and Management.* The Contractor will be reimbursed for documented additional or escalated contract site overhead costs during the extended period, including those for superintendents, project engineers, office engineers, CPM schedulers, clerical and other project level staff, but not including working forepersons. Allowable costs will include salary, Standard Labor Markup on salary, benefits not included in the Standard Labor Markup, and workers compensation insurance.

g. *Extended Contractor's Field Office Costs.* The Contractor will be reimbursed for fees paid to service provider(s) during the extended period, for required Contractor's field office rental, utility charges, potable water, sanitation, cleaning, etc.

h. *Bond Costs.* The Contractor will be reimbursed for documented additional or escalated bond costs during the extended period.

i. *Home Office Overhead.* The Contractor will be reimbursed for home office overhead at 10% of items Section D.1.b. *Labor* and Section D.1.c. *Materials*. The Contractor will be reimbursed for home office overhead at 10% of documented escalated equipment costs under Section D.1.d. *Equipment*. No home office overhead will be paid for idle equipment.

j. *Profit.* The Contractor will be reimbursed for profit at 10% of items Section D.1.b. *Labor* and Section D.1.c. *Materials*, except when Suspensions of Work Ordered by the Engineer applies, no profit will be allowed. The Contractor will be reimbursed for profit at 10% of documented escalated equipment costs under Section D.1.d. *Equipment*. No profit will be paid for idle equipment.

2. *Recoverable Subcontractor Costs.* When costs are recoverable by a Subcontractor as "time related dispute compensation," the Contractor will be reimbursed the actual, reasonable and verifiable subcontractor costs as outlined above in Section D.1., an additional 5% of those costs for subcontract administration, and costs for Contractor insurances in accordance with Section D.1.e. *Insurance*.

3. *Non-Recoverable Costs.* In any dispute for time related compensation, the Department will have no liability for the following items and the Contractor shall make no claim for the following items:

a. Home office overhead in excess of that provided in Section D.1.i. *Home Office Overhead*;
b. Profit, in excess of that provided in Section D.1.j. *Profit*;
c. Loss of anticipated or unanticipated profit;
d. Labor inefficiencies and loss of productivity;
e. Consequential damages, including but not limited to interest on monies in dispute, including interest, which is paid on such monies, loss of bonding capacity, bidding opportunities, or interest on investment, or any resultant insolvency;
f. Indirect costs or expenses of any nature;
g. Direct or indirect costs attributable to performance of work where the Contractor, because of situations or conditions within its control, has not progressed the work in a satisfactory manner.
h. Attorney fees and dispute or claims preparation expenses.

E. *Acceleration Compensation.* The Contractor will be reimbursed for additional costs associated with acceleration directed by the Department in writing.

1. *Recoverable Contractor Costs.* The following elements will be recoverable by the Contractor as compensation for acceleration, provided they are actual, reasonable and verifiable. Recoverable costs include costs attributable, with appropriate credits, to the performance of work or portions of work during the original contract period, but at an accelerated rate, attributable to the Department's directed acceleration.

a. *Labor.* The Contractor will be reimbursed for additional labor costs, primarily the premium portion of overtime;

b. *Materials.* The Contractor will be reimbursed for additional material costs, primarily costs for accelerated production and delivery costs or additional fabrication costs associated with a revised delivery schedule;

c. *Equipment.* The Contractor will be reimbursed for additional equipment costs, primarily costs for mobilization and demobilization of additional equipment required;

d. *Insurance.* The Contractor will be reimbursed for additional insurance costs, including Commercial General Liability (CGL), Umbrella or Excess Liability, Special Protective and Highway Liability, Contractor's Risks, Professional Liability/Errors and Omissions, Railroad Protective Liability, Marine Protection and Indemnity, and Pollution Liability insurances required, at the rate paid by the Contractor, in accordance with the method procured from its insurer(s).

(1) Contractors or Subcontractors that pay insurances based on a percentage of payroll will be paid that percentage of the portion of item Section E.1.a. *Labor* specified in the Contractor's insurance policy.

(2) Contractors or Subcontractors that pay insurances based on a percentage of gross sales will be paid that percentage of the total of items in Section E.1.a. *Labor*, Section E.1.b. *Materials*, Section E.1.c. *Equipment,* Section E.1.e. Overhead, and Section E.1.f.*Profit.*

e. *Overhead.* The Contractor will be reimbursed for overhead at 10% of items Section E.1.a. *Labor*, Section E.1.b. *Materials* and Section E.1.c. *Equipment.*

f. *Profit.* The Contractor will be reimbursed for profit at 10% of items Section E.1.a. *Labor*, Section E.1.b. *Materials* and Section E.1.c. *Equipment.*

2. *Recoverable Subcontractor Costs.* When costs are recoverable by a Subcontractor as acceleration compensation, the Contractor will be reimbursed the actual, reasonable and verifiable subcontractor costs as outlined in Section E.1. *Recoverable Contractor Costs*, an additional 5% of those costs for subcontract administration, and the Contractor's costs for insurance in accordance with Section E.1.d *Insurance*.

REQUIRED IN ALL FEDERAL AID CONTRACTS.

CIVIL RIGHTS MONITORING AND REPORTING

The approved civil rights reporting software is *Equitable Business Opportunity Solution* (EBO). The EBO software is a web-based system provided to the Contractor at no cost. The Contractor shall use the approved civil rights reporting software on all contracts. The Contractor shall enter complete and accurate electronic data for each month, not later than the 15th of the following month, using EBO. Data shall be current through the end of the last full payroll week for that month, or as otherwise approved by the Engineer to coordinate with contract payment submittals.

A. Civil Rights Officer(s). The Contractor shall designate a Corporate Civil Rights Officer, a Corporate DBE Representative, and a contract site Equal Employment Opportunity (EEO) Representative; and each Subcontractor shall designate a Corporate Civil Rights Officer, and a contract site Equal Employment Opportunity (EEO) Representative in the approved civil rights reporting software. The designated individuals shall have the responsibility to and shall be capable of effectively administering and promoting an active program of equal employment opportunity and who shall be assigned adequate authority and responsibility to do so. A single individual may fulfill multiple roles. The Contractor shall update the civil rights reporting software within 10 calendar days of any changes in these roles.

B. Workforce Participation Plan. At the pre-construction meeting, the Contractor shall submit a AAP 35 *Workforce Participation Plan* covering the Contractor's workforce and the workforce of its Subcontractors with subcontracts over $10,000, together and coordinated with the contract progress schedule, that addresses the Equal Employment Opportunity goals.

The Contractor shall not start work until the Department has reviewed and accepted the *Workforce Participation Plan*. The Contractor shall submit a revised plan when a significant work force build-up or reduction will substantially affect goal attainment, or when a revised schedule is requested by the Department. Such revised *Workforce Participation Plan* must be agreed upon by the Department or the original will remain in effect.

C. Equal Employment Opportunity (EEO) Monitoring and Reporting. The Contractor's compliance with the EEO Requirements will be based on its Employment Utilization, affirmative action steps and its good faith efforts to meet the goals.

The Department, in evaluating the Contractor's good faith efforts to meet the EEO goal(s), will first analyze the Contractor's goal attainment on an individual contract. If the Contractor is not meeting the goal(s) for a single trade or contract, the Department will analyze, progressively, the Contractor's goal attainment on all contracts held by the Contractor within the county, the Region, and/or the State. This method of analysis shall be applied primarily but not solely to contracts with small population numbers. Other factors to be considered include, but are not limited to, the location of the contracts, the relative proximity of the contracts to each other, and the nature of the work.

1. Employee Utilization Data. The Contractor shall submit employee utilization data for its workforce and for each Subcontractor with a subcontract exceeding $10,000 to the Department on a monthly basis, not later than the 15th of the following month. Data shall be submitted showing the total hours for each payroll week, separately through the end of the last full payroll week for that month. A payroll week only partially in a month shall be submitted for the next month. Payroll weeks are determined based on the firm's established payroll end date. Data shall include employee name, gender, ethnicity, and hours worked by trade(s) and classification. Employment utilization percentages are determined using data from the start of work up to and including the month being reported. For the purpose of

determining utilization percentages, the hours of female and minority employment are tabulated separately, and attainment percentages are calculated separately.

2. Federal-Aid Highway Construction Contractors Annual EEO Report. The Contractor shall submit all required employee utilization data to produce a Form FHWA 1391 *Federal-Aid Highway Construction Contractors Annual EEO Report* to the Department annually not later than August 15th, reflecting the work force during all or any part of the last payroll period worked in July, for all ongoing Federal-Aid contracts. The data shall indicate the number of minority men, minority women, non-minority men, and non-minority women employees currently engaged in each trade.

3. Monthly Training Progress Report. When training is required, the Contractor shall submit a monthly training progress report to the Engineer not later than the 15th of each month. In addition to each Monthly Training Progress Report, the Contractor shall provide the Engineer a summary of hours required to complete the various work elements of the training program, hours completed this period, and hours completed to date. This summary shall be provided in sufficient detail to allow the Engineer to determine whether the hours in the previous period are qualified hours under this pay item.

4. Contractor Compliance with EEO Requirements. If the Contractor fails to meet the EEO goal(s) for minorities or women, or demonstrate good faith efforts, the Department may require training of minorities and women to satisfy the employment goals. If the Contractor fails to meet the EEO goal(s), to demonstrate good faith efforts, or is in noncompliance with the nondiscrimination clauses, the Department may suspend additional contract payments, the Contractor may be directed to attend a hearing before the Contract Review Unit, or the Department may follow any other lawful procedure upon due notice in writing to the Contractor, including cancellation, termination, or suspension in whole or in part.

The Contractor may also be referred to the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), which has the sole authority to determine compliance with Executive Order 11246 and its implementing regulations. OFCCP may declare the Contractor ineligible for further Federal-Aid contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed, and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

D. DBE Monitoring and Reporting. The Contractor shall utilize the DBEs committed to at pre-award to perform the work or supply materials for which each is listed. The Engineer will monitor the work to ensure that the identified DBEs perform the work as identified in the Contractor's commitments. Attainments will be measured based on payments made to DBEs.

If the Contractor has not executed a subcontract with a DBE before the DBE is notified of removal of its eligibility by the certifying agency due solely to its having exceeded the size standard, the Contractor may not make commitments to use the firm on the contract as a DBE, and attainments will not be credited toward the contract goal.

If the Contractor has executed a subcontract with a DBE before the DBE is notified of removal of its eligibility by the certifying agency due solely to its having exceeded the size standard, the Contractor may continue to use the DBE on the contract in accordance with the executed subcontract, and attainments will be credited toward the contract goal. Any new or extra work performed by the ineligible DBE not covered under the scope of the original executed subcontract will not be credited toward the contract goal.

When a contract is awarded with DBE commitment(s) that is less than the contract goal(s), the Contractor shall continue good faith efforts. The Contractor shall periodically review items

that are available for DBE participation, typically before the beginning of a new construction season and when significant new items of work are added to the contract and conduct additional DBE solicitation.

If a Contractor, in order to meet the DBE contract goal or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, a DBE that does meet the eligibility criteria of 49 CFR Subpart D, the U.S. Department of Transportation may initiate suspension or debarment proceedings against that firm under 2 CFR Parts 180 and 1200.

1. Report of Payments to Subcontractors and DBEs. The Contractor shall enter payment data into EBO for all Subcontractors and for all DBEs that are due a payment or have received a payment, within 14 days of receipt of payment from the Department, in order to measure DBE goal attainment and to monitor Contractor compliance.

The Subcontractor or DBE shall acknowledge receipt of payment not later than 7 calendar days after receipt. The date of receipt is: (1) the date the payment was made by electronic transfer to an account identified and agreed to by both parties; (2) the date the envelope containing the payment was date stamped by the U.S. Postal Service; or (3) the date the payment was physically provided to a previously authorized representative of the Subcontractor or DBE, either by the Contractor or by a delivery service.

The Contractor shall enter the final payment to each Subcontractor or DBE and designate it as such when the final payment is made, or as a separate $0.00 entry indicating final payment has been made, prior to contract final acceptance, excepting those payments due from work contained in a change order(s) that have not been approved. The Subcontractor or DBE shall acknowledge receipt of final payment not later than 7 calendar days after receipt or by notification by the Contractor that a separate $0.00 entry indicating final payment was entered in the civil rights reporting software.

2. Monitoring Commercially Useful Function (CUF) by DBEs. The Contractor shall monitor the work of the DBEs to ensure each performs a Commercially Useful Function and can be properly counted towards the Contractor's DBE commitments.

The Department will review the work, services or products provided by each DBE to verify the performance of a Commercially Useful Function. To determine whether a DBE has performed a Commercially Useful Function, the Department may also examine similar transactions, particularly those in which DBEs do not participate.

If the Department determines that some or all of a DBEs work does not constitute a commercially useful function only the portion of the work considered to be a commercially useful function will be credited toward the goal(s).

Upon request, each DBE Subcontractor shall provide additional documentation to the Engineer for the purposes of monitoring Commercially Useful Function. Such documentation may include, but not be limited to: confirmation that the workforce provided meets the requirements; a copy of purchase order(s) for all material incorporated into the work; and a copy of a rental agreement for all non-owned equipment used to perform the work to the Engineer.

Upon request, the Contractor shall provide a copy of a purchase order(s) for all material, supplies, articles, or equipment provided by a DBE Manufacturer, Fabricator, or Material Supplier and a copy of a purchase order(s) that details the work product(s) provided from each DBE Professional Service to the Engineer.

A DBE may present evidence to rebut a determination by the Department that the DBE is not performing a commercially useful function. For DBEs, commercially useful function determinations by the Department are subject to review by the Federal Highway

Administration (FHWA) but the determination may not be administratively appealed to USDOT.

3. Revisions to DBE Participation. The Contractor shall obtain Department approval for substantial revisions in DBE participation prior to implementing any proposed change through submission of a revised AAP19 *DBE Schedule of Participation* using the Department approved civil rights reporting software. Unless approval for revision is granted, Contractor will not be entitled to any payment for work or material committed to a DBE unless it is performed or supplied by the approved DBE.

If the reduction of the DBE's work or the removal of the DBE, including for reasons of commercially useful function violations, causes the DBE participation to fall below the goal(s), the Contractor shall make good faith efforts to find another DBE to substitute for the original DBE to perform at least the remaining amount of work as the DBE that was terminated, to the extent needed to meet the contract goal(s). Upon request, the Contractor shall provide documentation of good faith efforts within 7 days, which may be extended for an additional 7 days if necessary, at the request of the Contractor. The Department will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

A DBE may be substituted if the work committed to the DBE is deleted or reduced by the Department and enough work remains to substitute an equal commitment amount to the affected DBE. If not enough work remains, the Department may relieve the Contractor from attaining that portion of the commitments.

The following modifications will be considered a substantial revision in DBE participation:

- Adding, removing or substituting a DBE.
- Adding new item(s) of work to a DBE within a core (3 digit) contract pay-item number not currently approved.
- Significantly reducing the dollar value of or eliminating the DBE's item(s) of work. Significant reduction will be determined by comparison to the total DBE contract goal.
- Changes in participation due to major differences between estimated quantities and actual work performed.

The following modifications will not be considered a substantial revision in DBE participation:

- Increasing the dollar value of an item(s) of work or adding new item(s) of work within the same core (3 digit) contract pay-item number to a DBE.
- Substituting similar dollar values of work within a currently approved core (3 digit) contract pay-item number.
- Changes in participation due to minor differences between estimated quantities and actual work performed.

a. DBE Program. In accordance with 49 CFR 26.53(f)(1), the Contractor shall not terminate a DBE listed on the approved DBE Participation plan without the prior written consent of the Department. This includes, but is not limited to, instances in which a contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Department will consent only if the prime contractor has good cause to terminate the DBE firm. Good cause includes, at a minimum, one the following circumstances:

- The listed DBE fails or refuses to execute a written contract,
- The listed DBE fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does

not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor,

- The listed DBE fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.
- The listed DBE becomes bankrupt, insolvent, or exhibits credit unworthiness,
- The listed DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;,
- The Department has determined that the listed DBE is not a responsible contractor,
- The listed DBE voluntarily withdraws from the project and provides to the Department written notice of its withdrawal,
- The listed DBE is ineligible to receive DBE credit for the type of work required,
- A DBE owner dies or becomes disabled with the result that the listed DBE is unable to complete its work on the contract,
- Other documented good cause that you determine compels the termination of the DBE. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after contract award.

Before submitting its request to terminate and/or substitute a DBE to the Department, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Engineer, of its intent to request to terminate and/or substitute, and the reason for the request.

The Contractor shall give the DBE five days to respond to the notice and advise the Department and the Contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract and why the Department should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Department may approve a response period shorter than five days.

4. Contractor's Compliance with DBE Program Requirements. If the Contractor fails to meet the DBE participation commitment(s), to exert a good faith effort, or otherwise fails to comply with the DBE Program requirements, the Department will take appropriate actions. Such actions may include, but not be limited to: suspension of contract payments; direction to the Contractor to attend a hearing before the Department's Contract Review Unit; or any other lawful procedure upon due notice in writing to the Contractor, including cancellation, termination, or suspension in whole or in part of the contract agreement.

Where the Department determines that the Contractor is not in compliance with the requirements of the contract and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the DBE participation goal, the Contractor will be obligated to pay to the Department Liquidated Damages.

Such Liquidated Damages for failure to meet the DBE requirements shall be calculated as an amount equaling the difference between the amount committed to the DBEs by the Contractor at award and the amount actually paid to the DBEs for work performed or materials supplied under the Contract, not including any amount for work deleted by the Department or work which a DBE declined or failed to reasonably perform.

If a determination has been made which requires the payment of Liquidated Damages and such identified sums have not been withheld by the Department, the Contractor shall pay such Liquidated Damages to the Department within sixty (60) days after they are assessed.

The Contractor may also be referred to the USDOT for possible suspension or debarment as provided in 49 CFR 26 and such other sanctions as may be imposed and remedies invoked as provided under the authority of 49 CFR 26, or by rule, regulation, or order of the Commissioner or as otherwise provided by law.

E. Compliance Reviews. The Department conducts annual civil rights contract compliance reviews of selected Federal-Aid contracts in accordance with 23 CFR 230.409. A compliance review consists of a thorough review of all civil rights contract requirements, including Nondiscrimination in Labor/Employment, EEO, Training, and DBE requirements. A Contractor will typically not be selected for more than one compliance review per year statewide. Based on contract monitoring and/or the results of compliance review(s), the Department may conduct a review of some or all ongoing contracts with a single Contractor, regardless of funding source.

REQUIRED IN ALL FEDERAL AID CONTRACTS.

MATERIAL ACCEPTANCE RECORDS.

Whenever any specification provides for Approved List, Material Certification or Manufacturer's Certifications as a Basis of Acceptance, the Department reserves the right to sample and/or test any material prior to incorporation in the work. Approved List shall mean the list which is current on the date of incorporation of material into the work. The Contractor may request reimbursement from the Department for additional costs for materials that were purchased after contract award and prior to the product being removed from the Approved list but are removed from the Approved list after contract award.

Some specifications reference a Manufacturer's Certification or a Material Certification as evidence of acceptability of specific materials or products. A Manufacturer's Certification can only be properly executed by the Manufacturer or Producer of the material or product. When manufactured products are subsequently modified by another party such as a Fabricator or provided by a Material Supplier other than the Manufacturer, an additional Material Certification from each party that modifies or takes ownership of the product prior to the installation of the material shall be provided in addition to all of the previous certifications.

A. Material Certification. When products are supplied by a Manufacturer, Producer, Fabricator, or Material Supplier, a Material Certification that includes the essential components outlined below shall be provided to the Engineer.

1. *Identification of Manufacturer or Producer.* Name of the company and address of its manufacturing or producing facility.

2. *Identification of Material or Product.* Generic name of the material or product and the corresponding Section 700 Materials and Manufacturing material code.

3. *Identification of Shipment.* Sufficient detail to describe the quantity contained in the shipment, the contract number and a date of shipment. A Material Supplier's Certification shall clearly indicate that the shipment is all or a portion of the quantity detailed on the accompanying Manufacturer's Certification.

4. *Statement of Conformance.* The certification shall definitively state that the material contained in the shipment meets the requirements of a specific Department specification or a specific specification or standard of another agency (i.e., ASTM, AASHTO, AWWA, etc.).

If the material in the shipment contains steel and/or iron, the certification shall definitively state that the material is or is not of domestic origin. Acceptable statement is: "Conforms (or Does not conform) to the requirements of 23 CFR 635.410 Buy America Requirements."

If the product supplied has been altered subsequent to the certification by the manufacturer, the Material Certification shall definitively state that the material or product contained in the shipment meets the requirements of an identified contract specification.

5. *Certification Execution.* The certification shall be signed by a person authorized to legally bind the company, as indicated by statement or title/position. Notarization of the signature is not required.

REQUIRED IN ALL FEDERAL AID CONSTRUCTION CONTRACTS.

BUY AMERICA REQUIREMENTS

In accordance with 23 USC 313, 23 CFR 635.410, and the Build America Buy America (BABA) Act in Title IX of the Bipartisan Infrastructure Law's (BIL) permanently incorporated predominantly steel and/or iron materials, manufactured products, and construction materials shall be domestically produced.

A. Control of Materials.

To qualify as domestic, all manufacturing processes, including melting, manufacturing, fabricating, grinding, drilling, welding, finishing, and coating of any product containing steel and/or iron materials, must have been performed in the United States. A domestic product is a manufactured steel and/or iron material/product and/or construction material that was produced in one of the 50 States, the District of Columbia, or in the territories and possessions of the United States. Raw materials used in the steel and/or iron materials may be imported. Raw materials are materials such as raw iron ore, and waste products which are used in the manufacturing process to produce the steel and/or iron material/product. The FHWA has granted a nationwide waiver for pig iron and processed, pelletized, and reduced iron ore. Waste products include scrap (i.e., steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, steel trimmings from mills or product manufacturing). Extracting, crushing, and handling the raw materials which are customary to prepare them for transporting are exempt from Buy America. The use of foreign source steel billets or iron ingots are not acceptable under Buy America. All items, regardless of origin, shall comply with their individual specification requirements and with the requirements stated elsewhere in this subsection. The Contractor shall ensure the domestic steel and/or iron materials are supplied in conformance with the above referenced laws.

The Buy America provisions only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies brought to the construction site and removed at or before the completion of the infrastructure project, such as temporary scaffolding. In addition, it does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of or permanently affixed to the structure.

Federal-Aid Contracts

For Federal-Aid contracts, all iron and steel, manufactured products, and construction materials incorporated into the contract shall be produced/manufactured in the United States as follows:

a. All iron and steel used in the project shall be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
b. All manufactured products used in the project shall be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product. Manufactured products mean articles, materials, or supplies that have been: (i) processed into a specific form or shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
c. All construction materials shall be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. Construction materials includes an article, material, or supply that is or

consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Fiber optic cable (including drop cable);
- Optical fiber;
- Lumber;
- Engineered wood; or
- Drywall.

Minor additions of articles, materials, supplies or binding agents to a construction material do not change the categorization of the construction material. Items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than construction materials.

Construction materials do not include an item of primary iron or steel; a manufactured product; or Section 709179(c) materials. 709179(c) materials include cement or cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives).

An article, material, or supply should be classified into only one of the following categories: (1) iron or steel; (2) a manufactured product; (3) a construction material; or (4) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed. The classification of an article, material, or supply falling into one of the four categories must be made based on its status at the time it is brought to the work site for incorporation into the project.

For Federal-Aid Contracts, FHWA allows the Contractor to permanently incorporate in the construction of the contract a minimal amount of foreign steel and/or iron materials, if the combined cost of such materials does not exceed one-tenth of one percent (0.1%) of the total contract cost or $2,500, whichever is greater. The combined cost of foreign steel and/or iron materials will be the value of the materials as they are delivered to the contract, documented by invoice or bill of sale to the Contractor.

For Federal-Aid Contracts, USDOT's Waiver of Buy America Requirements for De Minimis Costs and Small Grants allows the Contractor to permanently incorporate in the construction of a contract (under a single financial assistance award) a minimal amount of foreign manufactured products and construction materials, if the total value of the non-compliant products/materials is no more than the lesser of $1,000,000 or 5% of total applicable costs for the project. This does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistance administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4), and stated above, continues to apply for steel and iron. The "total applicable costs for the project" are defined as the cost of materials (i.e., steel/iron, manufactured products, and construction materials) used in the project that are subject to Buy America, including materials that are within the scope of an existing waiver. Based on USDOT's waiver, if the total amount of federal financial assistance applied to the project, through awards or subawards, is below $500,000, then Buy America does not apply.

B. Waivers.

Federal-Aid Contracts.

The Contractor may request a waiver if it can be demonstrated that:

a. Applying a Buy America preference would be inconsistent with the public interest (a "public interest waiver");
b. Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality (a "nonavailability waiver); or
c. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an "unreasonable cost waiver) .

The Contractor shall submit a waiver request to the Engineer which includes a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and including copies of all documentation verifying the unavailability of the material or product.

The Department will submit approved waiver requests to the FHWA for review. The Contractor shall investigate and respond to any public comments made to the FHWA Office of Program Administration, indicating that a domestic supplier can provide the material for which a waiver has been requested. Final approval of the Buy America Waiver request will be made by the Administrator, Federal Highway Administration. The waiver will be effective when it is posted in the Federal Register.

C. Certifications.

A Manufacturer's Certification is required to certify that the material/product is of domestic origin. Acceptable statements are: "Conforms (or Does not conform) to the requirements of NYSDOT Standard Specifications §106-11 *Buy America*" (acceptable for steel/iron, manufactured products and construction materials) or "Conforms (or Does not conform) to the requirements of 23 CFR 635.410 *Buy America Requirements*" (acceptable for steel/iron and manufactured products only) or "Conforms (or Does not conform) to the requirements of the Build America, Buy America Act" (acceptable for construction materials only). Certifications shall comply with §106-04 *Material Acceptance Records.*

REQUIRED IN ALL FEDERAL AID CONTRACTS.

USE OF UNITED STATES-FLAG VESSELS

In accordance with the Cargo Preference Act and 46 CFR 381, the requirements below apply to material, equipment, or commodities that are acquired for a specific Federal-aid construction contract and transported on ocean vessels (or transported across the Great Lakes). The requirements are not applicable to goods or materials that come into inventories independent of a specific Federal-aid construction contract.

A. The Contractor shall utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

B. The Contractor shall furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in Paragraph A to both the Contracting Officer (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

C. The Contractor shall insert the substance of the provisions of this section in all subcontracts issued pursuant to the contract.

REQUIRED IN ALL FEDERAL AID CONTRACTS.

Appendix 12-3 (Rev. 04/2022)

CONSTRUCTION MANAGEMENT PLAN **Version Date:** _____

PIN: _____ **TITLE:** _____

LOCATION: _____ **COUNTY:** _____

SPONSOR CONTACT INFORMATION:

NAME: _____ TITLE: _____

MAILING ADDRESS: _____

_____

TELEPHONE NO: _____ FAX NO: _____

EMAIL ADDRESS: _____

I. Supervision of Project:

a. Roles and Responsibilities

The Responsible Local Official (RLO) shall be the Project Manager, unless defined otherwise in this document. The RLO will be: _____

The Sponsor will provide a Project Manager (PM), who is always a full-time public employee, to be in responsible charge of the project (see LPM 12.2.1 for PM's role and 15.2.3 for PM's duties). The inspection staff will be under the direction of a currently registered New York State Licensed Professional Engineer and must be familiar with NYSDOT specifications and procedures.

The project will be staffed by: _____

The Engineer-In-Charge (EIC)/Resident Engineer (RE) shall monitor the execution and progress of the project and shall be responsible for ensuring conformance with the contract plans and specifications, approving and forwarding contractor payment requisitions to the Sponsor's Project Manager, and monitoring the Work Zone. The EIC/RE will verify the accuracy of quantities entered by the Office Engineer. The EIC/RE will maintain an Engineer's Diary in accordance with the NYSDOT Manual of Uniform Record Keeping.

The Office Engineer (OE) will review Inspector Reports for accuracy, enter quantities into a tracking database, ensure Material Acceptances are correct and filed, develop and document estimates of completed work and prepare contractor payment requisitions.

The Designer will be available to answer questions regarding NEPA determinations, project development, commitments made to property owners that may not be evident in the construction documents, field change requests, shop drawing review and approval, and other issues that occurred prior to the project letting.

The Inspector(s) shall monitor and document daily construction activities of the contractor for conformance with the contract plans and NYSDOT specifications; take measurements of all unit price items and compute quantities of completed work and monitor the execution of the project's maintenance and protection of traffic plan to assure the Contractor adheres to the contract

requirements. Inspector reports will be maintained in accordance with the NYSDOT Manual of Uniform Record Keeping. All Inspectors shall be competent to perform the tasks assigned.

The Sponsor and/or Consultant hereby certifies that all Inspectors assigned to this project are both competent and National Institute for Certification in Engineering Technologies (NICET) **certified to perform their work.**

Role	Name	Title (i.e., PE / NICET level)	Employed By
Project Manager			
EIC			
RE			
OE			
Inspector			
Inspector			
Inspector			

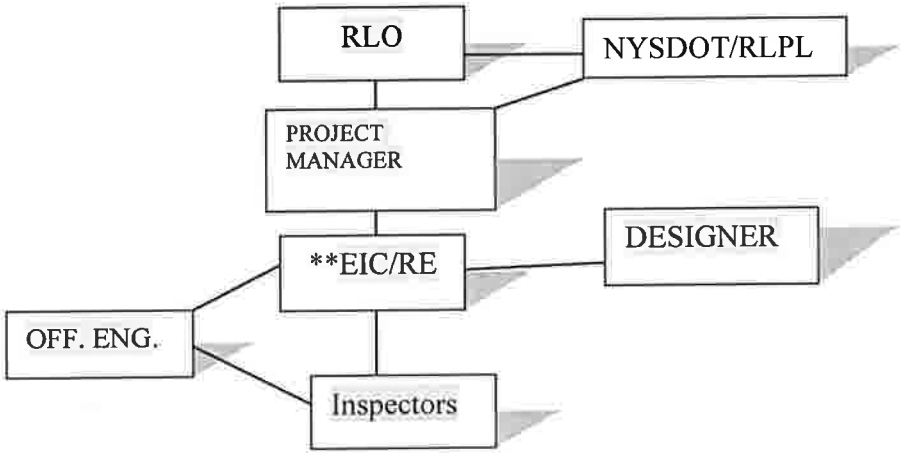
****Sponsor will not change project staff unless and until a revised CMP is submitted to and approved by the RLPL. WORK INSPECTED BY UNAPPROVED INSPECTOR(S) MAY NOT BE REIMBURSED.**

b. Consultant and Funding
Identify whether the inspection staff shall be reimbursed in accordance with the Local Projects Manual (LPM) or Locally Funded?
Indicate which funding applies: _____

c. Inspection Staff Qualifications

ATTACH RESUMES AND CERTIFICATIONS FOR ALL STAFF

d. Chain of Command
The project staff hierarchy is illustrated in the organizational chart below. The final determination for dispute resolution will rest with the Responsible Local Official.



** EIC = Sponsor's Employee RE = Consultant's Employee

e. Governing Specifications
NYSDOT Standard Specifications of [date issued], plus any and all revisions and applicable Engineering Instructions and Engineering Bulletins.

f. Local Projects Manual (LPM)
This project was developed, and construction will be progressed, according to NYSDOT's LPM.

g. Pre-Construction Meeting
Prior to the start of construction, a pre-construction meeting must be held to review federal aid and NYSDOT requirements. The following or their representatives must be present, as applicable: Sponsor, Contractor, EIC, RE, CI Consultant Project Manager, NYSDOT Permit Engineer/Inspector, RLPL, Utilities, Railroads, and any affected party deemed necessary by Sponsor. **It is the responsibility of the Sponsor to schedule and coordinate this meeting and distribute meeting minutes.**

II. Contract and Project Requirements

a. Disadvantaged Business Enterprise (DBE) Goal
This contract has a ____% DBE participation goal. (Only for Federally-funded projects.)

b. Minority and Women-Owned Business (M/WBE) and Service-Disability Veteran-Owned Business (SDVOB) Goals

(Only for State-funded projects.)
This contract has a _____%MBE and a _____%WBE and a ____%SDVOB participation goals

c. Equal Employment Opportunity (EEO) Goals
This project has a ____% EEO Minority Goal.

This project has a **6.9%** Women's Goal (for all projects in New York State).

d. Permits
The EIC/RE will ensure that the Contractor is fully aware of the requirements and special conditions of the NYSDOT Highway Work Permit (HWP), NYSDEC, NYCDEP, and United States Army Corps of Engineers (ACOE) Permits or any other permits affecting this project. Permits required for this project are:

Issuing Agency	Date Received	Follow up if required	Date Expires

If permits are not required, please state *None*.

e. Requirements of Railroads and Utility Companies
List Requirements

f.Commitments contained in the Design Approval Document that are to be fulfilled during construction are as follows:
List any

g. Project Schedule
The following Construction Phase Milestones as per the approved Project Management Plan (PMP) shall be adhered to:

_____ Contract Award Date
(Date of the notification to the Contractor of the Award of the Contract by the Sponsor.)

_____ Date Substantial Completion of Construction to be completed by.
(See LPM Ch 1 for definition.)

_____ Date Punch list work to be completed by.

_____ Date Final Inspection to be completed by

_____ Date of Contractor's Construction Contract Completion.

Anytime these dates are not met during the duration of the construction contract, the CMP must be updated and approved.

_____ Date of Final Acceptance of construction contract.

_____ Date of Contractor's Final Agreement.

h. Special Requirements
List any

i. Water Quality Protection
NYSDOT Standard Specifications 107-12 is a joint responsibility of the Sponsor, as the owner and the holder of the environmental permits, and the Contractor. The Contractor shall protect all water resources within the contract limits and on lands adjacent to or affected by the work and take measures to maintain water quality of receiving water bodies. The EIC must review and approve the Contractor's soil erosion and sediment control plans and progress schedules included in the contract documents prior to the start of construction.

j. As-built plans documentation procedures
Explain how As-Builts will be maintained, who is responsible for updating and who will receive copies of the As-Builts.

III. Contract Administration

a. Subcontractor Approval Process
The Contractor will enter into NYSDOT's approved civil rights reporting software anticipated subcontractors and material suppliers to be used on the project within **five (5)** calendar days of notification as apparent Low Bidder.

The EIC/RE will ensure that the subcontractor(s) are not on the Debarred Contractor List.

The EIC/RE will remind contractors of the requirements of Form FHWA 1273.I.2, which states that the Contractor shall physically insert all of the stipulations of the contract into all contracts with the subcontractors and that the prime contractor is responsible for the compliance of all subcontractors. Any subcontract found lacking these stipulations will not be eligible for reimbursement. The Sponsor **must** provide assurance to the RLPL that each subcontractor's eligibility has been verified.

The Contractor, Subcontractors, and DBE/MWBE/SDVOB suppliers will utilize NYSDOT's

approved civil rights reporting software, currently *Equitable Business Opportunities* (EBO). The Sponsor will monitor prime's payments to the subcontractor and ensure that subcontractors are paid promptly per NYSDOT specifications. Prime must pay subcontractors within seven (7) calendar days of receipt of payment from the Sponsor.

Approval of Subcontractors in EBO, by Sponsor, will be considered assurance all eligibility has been verified. WORK PERFORMED BY ANY UNAPPROVED SUBCONTRACTOR WILL NOT BE REIMBURSED.

The Sponsor will include a copy of the "Prompt Payment" report from EBO and documentation of any corrective action taken with each request for reimbursement.

All primes and subcontractors MUST have an NYSDOT approved CCA-2 on file to be awarded a contract.

The Sponsor's PM will check, verify and document that each DBE Subcontractor and supplier is performing a "Commercially Useful Function" (CUF) at least once per construction season.

b. Change Order Approval Process

Change Orders will be processed using the current NYSDOT Change Order forms or equivalent forms in commercial software. The EIC/RE shall recommend approval to the Sponsor's Project Manager, who will have final approval.

After the Sponsor review and before final approval, a copy of **all** Change Orders will be sent to the Regional Local Projects Liaison (RLPL).

Prior approval **must** be obtained from the RLPL for any Change Order that:

1. adds significant* new item(s),
2. Significant changes for any project on the NHS,
3. Adds significant changes within the contract scope and limits,
4. changes the character of the work materially, in-kind or nature, from that included in the original proposed construction contract,
5. changes the quantity of any major item of work, fixed quantity item, or composite item (as defined in the contract) above 125% or below 75% of the original contract quantity,
6. proposes changes outside the contract limits,
7. proposes changes outside the contract scope,
8. the value of the proposed change exceeds the amount established in the State/Local Agreement.
9. Total net value of all changed work exceeding the field change payment item established for the project in the contract plans.

*Significant, as defined in the NYSDOT Standard Specifications, Sec.104-04 Significant Changes in the Character of Work, or as defined in the contract documents.

The EIC's written direction to the Contractor will be required before executing any additional work contemplated in a Change Order. The Sponsor will enter Change Orders into EBO.

c. Procedures to Ensure D/M/WBE/SDVOB Compliance

In accordance with the DBE section of Chapter 14 and the M/WBE/SDVOB section of Chapter 19 of the LPM, the Contractor will make good faith efforts to utilize D/MBE/SDVOBs as their subcontractors. The Sponsor and the Contractor will collaborate on all D/M/WBE/SDVOB

reporting requirements.

ALL D/M/WBE/SDVOB REPORTING WILL BE DONE IN EBO. The Sponsor's PM will monitor D/M/WBE/SDVOB goals on a monthly basis, at a **minimum,** and take corrective action if goals are not being met; reference NYSDOT Standard Specifications Section 102-12, *D/M/WBE Participation*

The Sponsor will include a copy of "D/M/WBE/SDVOB Attainments Report" from EBO and documentation of any corrective action taken with each request for reimbursement.

d. Procedures to Ensure Workforce and EEO Compliance

The EIC/RE will interview the Contractor's EEO Officer to ensure the Contractor is thoroughly familiar with the Code of Federal Regulations (CFR): specifically, Title 41, Chapter 60, 60-1.1, Equal Opportunity Clause and 60-4, Construction Contractors, Affirmative Action Requirements; and Form FHWA 1273.III, Non-segregated Facilities; all of which are included in the Bid Proposal. The Resident Engineer or Office Engineer will monitor the Contractor's compliance with these requirements.

Revisions to the planned workforce, especially compliance to correct shortfalls in EEO goal attainment, will be documented by an updated AAP-35, Workforce and Training Utilization Schedule form, which will be reviewed by the EIC and accepted by the PM/RLO. To reinforce 102-11.D, the Contractor is expected to make substantially uniform progress in meeting its goals.

ALL EEO REPORTING WILL BE DONE IN EBO. Sponsor and/or PM **must** monitor EEO goals on a monthly basis at a **minimum** and take corrective action if goals are not being met; reference NYSDOT Standard Specifications Section 102-11, *Equal Employment Opportunity Requirements.*

The Sponsor will include a copy of the "Monthly Utilization" report from EBO and documentation of any corrective action taken with each request for reimbursement.

e. Wage Rate Compliance Procedures

Sponsors must comply with the following:

- Collect and maintain all payroll records for 5 years after the completion of work.
- Designate, in writing, the individual responsible for collecting payrolls from the Prime Contractor.
- The Sponsor's designated employee's name must be posted in a conspicuous location at the project.
- **All certified payroll data will be entered in EBO by Prime and Subcontractors**.

The Sponsor must make the Prime Contractor's filing of payrolls with the Sponsor a condition of payment. If the Prime Contractor fails to file payrolls or willfully underpays wages, the contractor can face possible felony charges.

The EIC/RE will:

- Audit the Contractor's Certified Payroll weekly in accordance with NYSDOT Contract Administration Manual (CAM) Section 102-10.I.C. (Completion of payroll audits are to be noted in EBO.)
- Conduct wage rate interviews using the MURK 10 form with at least one member of each trade and at least twenty percent of the Contractor's labor force by the end of the project.

The statement of compliance as required by Form FHWA 1273.IV, 3, Payroll and Basic Records, will be strictly enforced. The OE/RE/EIC will compare the actual pay rates and supplemental benefits paid to the labor force with the State and Federal Wage rates published in the Bid

Proposal.

The Contractor will be advised immediately in writing if there is a violation of this contract requirement and will have one week to rectify the disparity.

f. Procedures to Ensure Work Zone Safety

The EIC should ensure that the contractor's and subcontractor's site-specific work zone traffic control (WZTC) plans are checked and updated as needed in accordance with Section 619 of the Standard Specifications. Subcontractors should coordinate all their site-specific WZTC plans directly with the Contractor as necessary prior to beginning work.

The contractor shall designate and identify a WZTC person. This person will have primary responsibility and sufficient authority for implementing the WZTC plan and other safety and mobility aspects as necessary.

Indicate who the Contractor's WZTC person will be: _____.

In accordance with Section 105-01 of the Standard Specifications, the EIC will have the authority to issue a Stop Work order in the case where the contractor fails to comply with any requirement or provision in the contract documents or with any State or Federal law or regulation; or where nonconformance with the WZTC provisions is causing serious disruptions to traffic operations.

g. Procedures to Ensure Worker Safety

In accordance with Section 107-05B of the Standard Specifications, the EIC/RE will have the contractor's and subcontractor's **site-specific** Project Safety and Health Plan on file **PRIOR TO** the start of any work on site.

The contractor/subcontractor shall identify in the site-specific safety plan at least one person skilled in safety and health procedures and familiar with State, and Federal safety and health regulations, whose responsibility it is to monitor methods and procedures. This person shall be deemed qualified by the contractor/subcontractor by virtue of training and experience, will attend the pre-construction meeting, and will review and approve all safety plans and procedures the contractor/subcontractor will employ in the performance of the work.

In accordance with Section 107-05B of the Standard Specifications (and in compliance with NYS Labor Law Section 220-h), the contractor will provide proof of completion of the OSHA 10-hour safety course for each employee with the first payroll and with subsequent payrolls for new employees as necessary. The EIC will retain documentation of the contractor's weekly safety talks and attend when practicable.

In accordance with Section 105-01 of the Standard Specifications, the EIC will have the authority to issue a stop-work order in the case of imminently hazardous working conditions or serious safety violations where conditions are considered to be sufficiently deficient as to seriously affect the safety of the public or the workers employed.

h. Claim and Dispute Resolution Procedures

Claim and Dispute Resolution Procedures will follow those specified under NYSDOT Section 105-14, Dispute Resolution and Disputed Work Provisions to settle claims and disputes. The EIC/RE will organize and coordinate the dispute resolution process and (Sponsor's highest-ranking authority **names** this person and title) will make the final finding upon the recommendation of the PM.

i. Scheduling and Time Extensions

As required under NYSDOT Section 108-01, Start and Progress of Work, the contractor will be required to provide a work schedule at the Pre-construction Meeting. The schedule will include

Construction Phase milestone dates. The EIC/RE and the Project Manager will review this schedule and monitor the Contractor's compliance with this schedule. If the Contractor does not progress the work at the rate proposed, he will be advised in writing of the failure to comply with his schedule, and he will be ordered to provide an updated schedule indicating the means that he will use to guarantee the completion of the project on time.

A time extension request shall identify the projected revised construction milestones: Substantial Completion and Construction Contract Completion. The Contractor will provide a Time Impact Analysis (TIA), comparing the accepted schedule to the modified schedule identified as documentation to the request.

No extensions of time will be allowed unless specifically negotiated under Section 105-14, Dispute Resolution and Disputed Work Provisions. Time extensions are considered (no-cost) change orders and are subject to review by the RLPL before final approval per PDM Exhibit 4-3.

j. Record Keeping and Record Retention Procedures

The project will be administered and monitored using the NYSDOT Manual of Uniform Record Keeping (MURK). Staff listed in Section I. a. will complete daily logs and any special daily reports in the NYSDOT Construction Inspection Manual (CIM), including activity-specific MURK forms such as structural concrete and asphalt paving reports.

Upon completion of the project, all documents will be cataloged and copied. Original documents will be retained by the Sponsor. Closeout materials requested by the RLPL will be provided in accordance with LPM, Chapter 17. **All documents will be retained for seven (7) years** after the State/Local Project Agreement has been closed.

Where work is performed on State Highway Right of Way, the Sponsor will provide NYSDOT Permit Department with one complete set (copy) of the project records.

The Sponsor will use a commercially available Web-based software, such as Appia, for record-keeping and payment accounting. Such software must be capable of correlating payments to material and other certifications and should flag and/or prevent payment for work not certified per specifications. Additionally, such software must be capable of tracking multiple PINs with multiple financial and/or engineering shares, where applicable. The Sponsor will provide the RLPL with a User ID and password(s) to access the project records.

Please state which software will be used _____.

k. Contract Payments

- The Sponsor will record all contract payments to the prime contractor in EBO.
- When the Sponsor makes FINAL PAYMENT to the prime contractor, the Sponsor will inform the RLPL of this date in writing as well as the last day of work on-site. The final payment will be marked as such in EBO, e.g., ESTIMATE #xx-FINAL.
- The prime contractor will record all payments to all subcontractors and suppliers in EBO.
- Prime contractors, subcontractors, and suppliers will **PROMPTLY** acknowledge receipt of contract payments in EBO.
- The prime contractor will identify in EBO, and Sponsor will verify that **ALL SUBCONTRACTORS AND SUPPLIERS WHO ARE DBE CERTIFIED**, even if the DBE goal is 0%.
- The Sponsor will monitor EBO and verify that the prime contractor has **PROMPTLY** paid subcontractors and suppliers after each payment to the prime contractor. Prompt Payment requirement is for the prime contractor to make payments within seven (7) calendar days of receipt of payment from the Sponsor.

I. Other Requirements - Communications

To facilitate project progress and communication, regular meetings will be held between the RLO/PM, engineer/consultant, contractor, and the RLPL. Minutes of progress meeting will be forwarded to all parties. [Add instructions from Sponsor.]

IV. Construction Inspection

a. Inspection Plan

See Section I a. and state any further requirements here.

b. Quality Control/Quality Assurance Plan

The prime contractor and its suppliers will be responsible for Quality Control of all aspects of Supplies, Materials, and Construction Procedures. The Sponsor will develop a Quality Assurance Plan. The PM will make periodic visits to the Jobsite to ensure the work is completed in accordance with the contract proposal and NYSDOT Standard Specifications. The EIC/RE will be interviewed by the Project Manager prior to the start of the project to ensure they are fully familiar with the inspection procedure for any item of work in the project prior to the start of work on that item. NYSDOT CIM will be referenced for that assurance.

c. Inspection for BridgeNY Culvert Projects

A BridgeNY Culvert project may not require full-time inspection. At the minimum, the project must have inspection during the construction of the critical operations of the project. These include but are not limited to:

- Backfill operations
- Check rebar/concrete pours
- Check grade/installation of metal culverts
- Check fine grading/paving operations

A MURK daily work report will be filled out on the days when an inspector is inspecting construction operations. All Daily Inspection Reports will follow Manual of Uniform Record Keeping. All quantities will be reported from the operations inspected according to MURK. Any work completed in the days prior and not having inspection will be described on this report allowing no gap in reporting.

d. Material Testing Procedures

Project On-site Material Testing

The Sponsor is responsible for all material testing and acceptance that occurs at the project site. These duties cannot be assigned or delegated to the contractor. The material testing procedures must be tailored to each project. Use of the NYSDOT Construction Inspection Manual (CIM) for guidance on frequency and amount of testing. Consultant Inspectors and/or an Independent Testing Company Technicians performing the Quality Assurance testing of concrete material must be American Concrete Institute (ACI) certified. Consultant Inspectors and/or an Independent testing Company Technicians will approve/certify all construction materials. The individuals performing the Quality Assurance must be IAST certified and must be from a different firm from those performing the Quality Control testing.

In addition to NICET certification, all Inspectors and/or Technicians performing sampling and testing and /or Inspection functions must be currently certified as follows:

- Earthwork: Soils and Aggregate Inspector Certification, New England Transportation Technician Certification Program (NETTCP), or equivalent.
- Concrete: American Concrete Institute (ACI) certification as appropriate or equivalent.
- Nuclear Gauge Density Testing of Hot Mix Asphalt: Density Gauge Inspector Certification, The Associated General Contractors, New York State Chapter or equivalent.
- Erosion & Sedimentation Control: NYS Professional Engineer, or Certified Professional on Erosion and Sediment Control (CEPESC), EnviroCert International, Inc.
- Work Zone Traffic Control: minimum of two (2) days classroom training on a recognized training program or one day of classroom training plus responsible experience. Acceptable courses include:
    - FHWA – NHI 133112 – Design & Operation of Work Zone Traffic Control.
    - NSC – Temporary Traffic Control Design and Supervision.
    - ATSSA – a) Traffic Control Supervisor (TSC) Course and b) Urban Work Zone Design Course.
- Certificates – the RE/OE will verify that each certificate is **current** and **valid**, make a photocopy, and file with project records.
- The Construction Inspection consultant and/or Sponsor will develop and implement a **Quality Management Plan (QMP)** to ensure that work performed meets the terms of the contract inclusive of:
    - Means to coordinate and direct the activities of staff and any Sub-consultants
    - A description of field staff oversight policy for ensuring the quality of inspection and recordkeeping, including the individual/officer performing these functions and the frequency of the reviews.
    - Compliance with Manual on Uniform Record Keeping (MURK); contract administration, inspection, testing, materials acceptance, and documentation.
    - Weekly review of Equitable Business Opportunities (EBO) Software for Civil Rights Monitoring & Reporting.
    - QC/QA sampling and testing plan, including approvals process.
    - Maintenance, calibration, and certification of testing equipment.
    - Monitoring contractor's operations for safety compliance.
    - Address/eliminate any "Conflict of Interest."
    - Safety of Inspection staff.
    - Verification and maintenance of staff licenses and certifications.
- **The Quality Management Plan must be appended to and become part of this CMP.**
- Independent Testing Labs –
    - All non-State Transportation Department (non-STD) Labs must be certified and meet AASHTO R18 requirements at a minimum, or comparable FHWA approved accreditation.
    - All personnel must be qualified for sampling and testing
    - Non-STD Labs may perform **only one** of the following on a project:
        - Verification testing
        - Quality Control testing
        - Independent Assurance testing
        - Dispute resolution testing

COMPLETE AND APPEND a QA Table using the format below for **all contract items/materials requiring testing/certification**:

Item #	Item Description	Material Certifications (Off-Site QA) *Yes/No? Type?*	Person Responsible for Off-Site Quality Assurance (QA) *Name*	On-Site Testing /Certifications (QA) *Yes/No? Method?*	Person Responsible for On-Site QA *Name*

Sponsor is responsible for the accuracy of the contents of the QA table.

In-Plant Material Quality Assurance Testing

The RLPL must be advised at least seventy-hours prior to the first plant order. The RLPL will make arrangements with the Regional Materials Unit to verify that the plant source has a current State DOT approval for all "In-Plant" inspection for the production of Hot Mix Asphalt (HMA) and Portland Cement Concrete (PCC). Call-in procedures are subject to strict adherence. The EIC must inform the contractor of the proper notification process:

- **CALL-IN PROCEDURE:**
  - **Contractor must call in the order to the plant BY 3:00 PM on the business day BEFORE the day of delivery,**
  - **Provide the plant with 6-digit PIN and Contract LD#; and,**
  - **Inform the plant that the project is a NYSDOT Local Project, so the order must be conveyed to the Regional Materials Unit.**
- **Asphalt and concrete will be provided only by NYSDOT approved plants.**

NYSDOT Materials Bureau (Albany) will provide all quality assurance inspections for all bridge bearings. The EIC/RE will provide the RLPL with an electronic copy of the approved shop drawings, and RLPL will arrange for the inspections by contacting the Materials Bureau.

d. Shop Drawing Approval Process
Shop drawing review will be the responsibility of the design engineer through the EIC/RE. The review time will be as allowed by the NYSDOT Specifications and/or Contract Plans for the subject item.

e. Roadwork Reporting
The EIC/RE shall inform the Surface Transportation Controller (STC) and/or Regional Office of all work impacting State Highways by submission of the Roadwork form.

V. Coordination with Others

a. Anticipated efforts to ensure compliance with permits
The EIC/RE will notify all permitting agencies listed in Section II. c. of the schedule of each project. No work will be progressed prior to the full execution of any permit.

b. Anticipated efforts to coordinate with affected utility companies and railroads
Affected overhead or underground utilities have been notified.
[List here what has been or needs to be accomplished if relocations are required].
The EIC/RE will notify the appropriate utilities when construction is complete so that any temporarily relocated facilities can be returned to permanent locations.

c. Commitments made to other municipalities, emergency service providers, schools, etc.
The Project Manager will be responsible for keeping the public, affected property owners, and key organizations apprised of road closure and construction activity. Dates of road closures will be published in local newspapers. Affected schools, police, fire departments, ambulance

companies, and other affected organizations will be notified. The EIC/RE and the Contractor will coordinate closures and inform the Project Manager at least 1 week prior to closures or staging changes.
[List the key organizations here]

d. Anticipated efforts to ensure satisfaction of unfulfilled commitments made in Design Approval, SHPO Memorandum of Agreements, or other unfulfilled commitments made in the Design Approval.
[List any items here or state there are none]

e. Anticipated efforts to address all special requirements.
Special requirements are requirements that are outside the PE, Design and Construction phases, but require documentation.
[List any here or state there are none]

VI. Close-Out

a. Contract Acceptance and Close-out Procedures
The project close-out will be the responsibility of the EIC/RE. The project will be inspected by the EIC/RE and the Project Manager for completeness. If the project is deemed to meet the contract requirements, the Sponsor will notify the RLPL that a final inspection can be performed. Where work involves a NYSDOT Highway Work Permit, e.g., work in State Highway Right of Way, the supervising Permit Engineer and/or Permit Inspector must also be invited to the final inspection. It will be the responsibility of the Sponsor or Agent to coordinate with the RLPL and Permit Engineer/Inspector to attend this final inspection.

After approval by all parties, the Final Payment request will be completed by the contractor and submitted to the EIC/RE so that final payment can be made.

The Sponsor will notify the RLPL of the project acceptance and final payment and provide all required close-out information to close the State/Local Agreement.

CMP Approval:

RLO	_____ Signature	_____ Print Name	_____ Date
RLPL	_____ Signature	_____ Print Name	_____ Date
EIC	_____ Signature	_____ Print Name	_____ Date
RE	_____ Signature	_____ Print Name	_____ Date

DIRECTIONS FOR COMPLETION OF CONSTRUCTION MANAGEMENT PLAN (CMP)

THIS DOCUMENT IS TO BE REVISED WITH ANY CHANGES IN STAFFING, PROCEDURES, METHODS, OR REQUIREMENTS THROUGHOUT THE LIFE OF THE PROJECT.

The CMP should be reviewed periodically, such as before a monthly progress meeting to see if changes are needed. Updates can be made via email to the principals identified in Section 1, Supervision of Project. If the CMP itself is modified, the new version should show new material highlighted and old material struck out.

Some revisions may require new signatures of the Responsible Local Official (RLO), Regional Local Project Liaison (RLPL) and Engineer-in-Charge (EIC).

Header Information
Indicate the PIN, Title, Location and County of the project.

SPONSOR CONTACT INFORMATION:

Provide the Name, Mailing Address, Telephone Number, Fax Number and email address of the Sponsor.

I. Supervision of Project
a. Roles and Responsibilities
The language within this section should not be revised or amended other than to indicate who the Responsible Local Official will be and, based on the descriptions provided, complete the chart with the identified personnel.

Regional Local Projects Liaison (RLPL): The person(s) from New York State Department of Transportation's (NYSDOT) Regional office, who represents NYSDOT, provides technical and process guidance, exercises project oversight on behalf of NYSDOT and the Federal Highway Administration (FHWA) and processes the Sponsor's reimbursement requests.

Sponsor: The State, county, city, town, village or other public agency, public authority or nonprofit organization authorized and designated under its agreement with NYSDOT to design, acquire Right-of-Way (ROW), advertise, open bids, award, and administer contracts for locally administered Federal aid transportation projects. The Administering Agency may also be referred to as the local public agency, agency, local government, municipality, owner, or Sponsor that is the subrecipient of federal aid.

Responsible Local Official (RLO): The project facility owner's top official who has the authority to enter into an agreement with NYSDOT to progress a transportation project and grant project approvals (RLO examples: mayor, town supervisor, county executive, chair of the county board of supervisors, state agency commissioner, etc.). With the exception of Design Approval, Non-Standard Feature Approval, and Contract Document Approval, the top municipal/agency official may delegate the authority to another official (e.g., highway superintendent, municipal engineer, chief financial officer, deputy commissioner).

Project Manager (PM): Title ***23 CFR 635.105(c)(4)*** requires a full-time employee of the Sponsor to be in responsible charge of the project (e.g., make engineering decisions on behalf of the Sponsor/owner) even when using consultants to provide engineering and construction inspection services or project management. The PM will report to the RLO who will have ultimate oversight

and responsibility for the project. The PM and the RLO may be the same individual, unless defined otherwise in this document.

Project Engineer or Project Designer: The person who will provide engineering support during construction, such as the consultant's or Sponsor's Project Designer. This person usually is a PE qualified to stamp plans and shop drawings on behalf of the RLO. The Project Engineer may report to the PM.
Note: The Project Engineer or Project Designer is not the same as the Contractor's engineer.

Engineer-In-Charge (EIC): The Sponsor's or consultant's staff person who will be on-site at all times to monitor construction and oversee the Contractor's/subcontractor's activities. The EIC may or may not be a professional engineer and may report to a consultant Project Manager (add role if applicable) or the Project Engineer.

Inspector(s): The Sponsor's or consultant's staff person who will be on-site to monitor construction.
NOTE: Inspector(s) may not be needed full-time and may be present only as the contractor's work dictates. The project may be staffed according to the guidelines in Chapter 15 of the LPM, but at all times must have inspection staff sufficient to monitor construction activities, ensure quality and conformance, and perform recordkeeping.

b. Consultant and Funding
The language within this section should not be revised or amended other than to indicate whether the inspection staff shall be reimbursed in accordance with the Local Projects Manual (LPM) or Locally Funded.
c. Inspection Staff Qualifications
Provide the resumes and certification for all staff.
d. Chain of Command
Specify whom each person reports to by indicating the name of the individual for the position noted and who they represent, i.e., Sponsor or Consultant.
e. Governing Specifications
Indicate the date of issuance of the NYSDOT Standard Specifications governing the project. https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc
f. NYSDOT's Local Projects Manual can be found at: https://www.dot.ny.gov/plafap
g. Pre-Construction Meeting
Prior to the start of construction, a pre-construction meeting must be held. It is the responsibility of the Sponsor to schedule and coordinate this meeting.

II. Contract and Project Requirements

a. Disadvantaged Business Enterprise (DBE) Goal
Indicate the DBE Goal as noted in the Contract Bid Proposal Package; even if it is a zero. If zero, the contractor is encouraged to utilize certified DBE firms.
b. Minority and Women Owned Business (M/WBE) and Service-Disability Veteran-Owned Business (SDVOB) Goals
If project is 100% State Funded ONLY - Indicate the MBE Goal, WBE Goal and SDVOB Goal as noted in the Contract Bid Proposal Package
c. Equal Employment Opportunity (EEO) Goals
Indicate the Minority Goal as per the County in which the project is located as indicated in the Contract Bid Proposal Package. The Women's Goal will always be 6.9% for all projects in New York.

d. Permits
The language within this section should not be revised or amended other than to complete the chart for those permits that are required for this project. If follow-up required is completed, the CMP will need to be updated. If permits are not required, please state *None*.

e. Requirements of Railroads and Utility Companies
List any specific requirements of either the railroad or the utility companies. Attach the railroad and/or utility agreement(s) to the CMP.

f. Commitments contained in Design Approval Document that are to be fulfilled during construction are as follows:
List any specific commitments made during design that need to be fulfilled during construction. For example: time related provisions; stakeholder interest; stakeholder notification; property owner agreement.

g. Project Schedule
Identify the Project Schedule Milestone dates.

h. Special Requirements
List any special requirements that are needed that the inspection staff should be aware of including emergency service providers, drivers first initiative restrictions etc. or work that requires input from stakeholders (school, property owner, other municipality, etc.) even though no formal permitting procedures exist.

i. Water Quality Protection
The language within this section should not be revised or amended.

j. As-built plans documentation procedures
Describe the procedures for completion, transmission, and retention of the as-built plans.

III. Contract Administration

a. Subcontractor Approval Process
The language in this section should not be revised or amended.

b. Change Order Approval Process
The language within this section should not be revised or amended. Where the forms indicate NYSDOT or one of its offices or representatives, substitute using the RLO and/or PM.

c. Procedures to Ensure DBE Compliance
The language within this section should not be revised or amended. If a contract does not have a DBE goal, the contractor is encouraged to utilize DBE vendors.

d. Procedures to Ensure Workforce and EEO Compliance
The language within this section should not be revised or amended. Data is due to the Sponsor by the 15th of each month. This does not relieve the contractor or subcontractor from submitting certified payrolls.

e. Wage Rate Compliance Procedures
The language within this section should not be revised or amended.

f. Procedures to Ensure Work Zone Safety
The language within this section should not be revised or amended. Indicate who the Contractor's WZTC person will be during the construction of the project.

g. Procedures to Ensure Worker Safety
The language within this section should not be revised or amended.

h. Claim and Dispute Resolution Procedures.
Provide the Sponsor's highest-ranking individual's name(s) and titles to coordinate dispute resolutions. If the RLO cannot resolve the dispute, the RLPL and NYSDOT's Regional Construction Engineer can be consulted.

i. Scheduling and Time Extensions
The language within this section should not be revised or amended. The Sponsor must notify the RLPL of any scheduling and time extension changes.

j. Record Keeping and Record Retention Procedures
Indicate the software to be used in record keeping. The language within this section should not be revised or amended.

k. Contract Payments
The language within this section should not be revised or amended.
l. Other Requirements - Communications
Indicate any additional instructions from the Sponsor regarding flow of communications. The language within this section should not be revised or amended.

IV. Construction Inspection

a. Inspection Plan
Provide any further requirements.
b. Quality Control/Quality Assurance Plan
The language within this section should not be revised or amended. NYSDOT Construction Inspection Manual (CIM) will be referenced.
c. Material Testing Procedures
The language within this section should not be revised or amended.

- **Project On-site Material Testing**

The Quality Management Plan must be appended to, and become part of, the CMP.
Complete and append a QA Table. Sponsor is responsible for the accuracy of the contents of the QA table.
Recognized Training Providers include American Traffic Safety Services Association (ATSSA); National Safety Council (NSC); and Federal Highway Administration's National Highway Institute (FHWA-NHI) and accredited college and universities with advanced degree programs in Civil/Transportation/Traffic Engineering.

- **In-Plant Material Quality Assurance Testing**

Verify with RLPL process per Region.
d. Shop Drawing Approval Process
The language within this section should not be revised or amended.
e. Roadwork Reporting
The EIC/RE shall inform the Surface Transportation Controller (STC) and/or Regional Office of all work impacting roadway use, by submission of the Roadwork Form.

V. Coordination with Others

a. Anticipated efforts to ensure compliance with permits
The language within this section should not be revised or amended.
b. Anticipated efforts to coordinate with affected utility companies and railroads
The language within this section should not be revised or amended other than providing a list of what has been or needs to be accomplished if relocations are required.
c. Commitments made to other municipalities, emergency service providers, schools, etc.
The language within this section should not be revised or amended other than providing a list of key organizations to be apprised of road closure and construction activities.
d. Anticipated efforts to ensure satisfaction of unfulfilled commitments made in Design Approval, SHPO Memorandum of Agreements or other unfulfilled commitments made in the Design Approval.
Provide a list any items here or state there are none.
e. Anticipated efforts to address all special requirements.
The language within this section should not be revised or amended other than to provide a list of any special requirements or state there are none.

VI. Close-Out

a. Contract Acceptance and Close-out Procedures
The language within this section should not be revised or amended other than obtaining the

proper signatures for the Responsible Local Official (RLO), the Regional Local Project Liaison (RLPL), the Engineer-In-Charge (EIC) or Resident Engineer (RE).

CHAPTER 12

APPENDIX 12-4

PUBLIC INTEREST FINDING, INSTRUCTIONS, AND SAMPLE LETTER

CONTENTS

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Public Information Finding (PIF)

Appendix 12-4 (09/2021)

PIN:	Sponsor:	Date:

Project:

In accordance with Title 23 CFR 635.104(b), the following information and justification to show why "no-bid force account work" is necessary and request approval to progress the federally funded project with municipal forces.

PROJECT INFORMATION:

Project Description: *[Provide a detailed description of the project including the exact location and what transportation systems it may connect (e.g. sidewalk system).]*

Proposed Construction: *[Provide a detailed description of the proposed construction work activities including any scheduling or environmental issues that may be encountered to be completed by Municipal Forces.]*

NEPA Category: ☐ CE ☐ EA ☐ EIS NEPA Approval Date: ____ ON NHS: ☐ Y ☐ N

EE: $_____ Municipal Forces Cost: $_____ Savings: $_____

Municipal Forces are expected to complete this work by: _____
(Construction Season of 20xx)

MUNICIPAL FORCES QUALIFICATIONS:

Equipment: *(List equipment to be used for this project.)*

Available:	Used For:

Public Information Finding (PIF)

Appendix 12-4

(09/2021)

PIN:	Sponsor:	Date:

Project:

Staff Experience: *(Indicate the individuals' name and detail relevant experience.)*

Name and Title:	Experience:

Sponsor's History:

(List relevant work accomplished, and projects completed by Sponsor's Work Force.)

Date Completed:	Description of Work/Project:

Public Information Finding (PIF)

Appendix 12-4 (09/2021)

PIN:	Sponsor:	Date:

Project:

Reviewer Comments:

NYSDOT's approval of your request is based on the following factors:

1. That it is more cost effective for your Municipal Forces to perform the construction work of this project compared to the competitive bidding process,
2. That the Sponsor has adequate resources – equipment, staff, and historical experience required to complete the project,
3. That the Sponsor, based on existing laws, has the legal right to progress the construction work.

Approvals:

	Name	Signature	Date
Sponsor			
RLPL (NYSDOT)			
FHWA *			

FHWA approval is required for projects **on the NHS System.*

Public Information Finding (PIF)
Appendix 12-4

Directions for the completion of the Public Information Finding (PIF)

Step 1 – Sponsor completes the PIF form:
This form will work best if the Sponsor completes it electronically. Within the header indicate the PIN, Sponsor, Date and one-line Project Description. This will then repeat on subsequent pages.

Project Information:
Project Description: Provide a detailed description of the project including the exact location and what transportation systems the project may connect. For example: *The project will replace a failing 5-foot diameter corrugated metal pipe with a 50-year life cycle structure using cost effective and long-life components to minimize the life cycle cost and maintenance and repair. The project will also address geometric deficiencies to improve traffic flow and facilitate traffic operations and correct identified pavement deficiencies with low-life cycle cost effective pavement treatments that will extend the useful life of the highway.*

Proposed Construction: Provide a detailed description of the proposed construction work activities including any scheduling or environmental issues that may be encountered to be completed by the municipal forces. *For example: The proposed construction work consists of the replacement of an existing failed culvert with a concrete box culvert and associated roadway approach work and improvements.*

NEPA Category: Check the NEPA category.
NEPA Approval Date: Provide the date of most current NEPA Approval.
ON NHS: Indicate whether the project is on the National Highway System?

EE: Provide the project design engineer's estimate. Provide a copy of the engineer's estimate as an attachment to the PIF form.

Municipal Forces Cost: Provide the municipal forces' construction cost estimate. Provide a copy of the municipal forces' construction estimate as an attachment to the PIF form.

Savings: Based on a comparison of municipal forces' construction cost estimate to the project design engineer's estimate, indicate the cost saving and percentage of savings.

Expected Completion of work: Indicate the construction season in which it is expected that the municipal forces will have completed the work.

Municipal Forces Qualifications:
Equipment: List equipment that is available for use on the project and what it would be used for.

Staff Experience: List those individuals' name(s), title(s) and years of relevant experience who will be completing the proposed work.

Sponsor's History: List relevant projects, including a description of the type of work and when the municipal forces completed the work.

Approvals: The Sponsor signs and dates the PIF prior to submitting it to the Regional Local Project Liaison (RLPL) for review.

Directions for the completion of the Public Information Finding (PIF)

Step 2: Sponsor completes the Request to Apply Municipal Forces for Construction letter to the Regional Local Project Liaison (RLPL) on Sponsor's letterhead. The letter and the attached documentation, Public Information Finding form, design engineer's estimate, and municipal forces estimate are forwarded to the RLPL.

Step 3: If the project is **on** the NHS, the RLPL will forward the provided request to FHWA for approval.

OR

Step 3: If the project is not on the NHS, the RLPL will review the provided documentation and inquire with the sponsor for any additional information.

Reviewer Comments: The RLPL provides comments as applicable.

Step 4: Upon approval, the RLPL signs the PIF, retains a copy for the project files, and returns the form to the Sponsor to be maintained in the project files.

Appendix 12-4

SPONSOR'S REQUEST TO APPLY MUNICIPAL FORCES FOR CONSTRUCTION

(Sponsor's Letterhead)

[DATE]

[RLPL NAME]
[RLPL ADDRESS]

RE: REQUEST FOR MUNICIPAL FORCES TO COMPLETE CONSTRUCTION
[PIN]
[PROJECT NAME]

Dear [RLPL Name]:

In accordance with Title 23 CFR 635.104(b), the [**Sponsor**] is requesting approval to progress the reference project with municipal forces. We are providing the attached Public Information Finding (PIF) form outlining why a "no-bid force account work" is necessary.

Additional documentation and justification are attached to the PIF for your review.

Your attention to this request is appreciated. If there is any additional information needed, please contact [name and contact information of municipal project manager].

Sincerely,

[Name]
[Title]

cc:
Attachments:
PIF
Design Engineer's Estimate
Sponsor Workforce Estimate

Appendix 12-5
TRANSMITTAL OF CONTRACT BID DOCUMENTS AND PLANS, SPECIFICATIONS, AND ESTIMATE LETTER
(Sponsor's Letterhead)

(Date)

(RLPL Name)
(RLPL Address)

RE: TRANSMITTAL OF CONTRACT BID DOCUMENTS AND PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)
PIN: (6-digit PIN) OSC D#: LDxxxxxx BIN: (if applicable)
(Project Title)
(Project Location)
(Municipality, County)
LETTING DATE: ___/___/___ (Proposed)

Dear (RLPL Name):

In accordance with Chapter 12 of NYSDOT's Local Projects Manual (LPM), the [Sponsor] has compiled the following information and documents to progress this project to advertisement, letting and award for the above-referenced locally administered transportation project including:

1. Contract Bid Document Package:

- PS&E Checklist and attachments
- Contract Bid Documents
- Stamped and signed contract plans
- Bid proposal
- Engineer's estimate
- Signed Right-of-Way Clearance Certificate
- PS&E Certification by NYS licensed Professional
- Environmental Commitments Checklist
- Construction Management Plan (CMP)
- Project Management Plan (PMP)
- Draft Notice to Bidders – Advertisement to Bid (Appendix 14-8)
- Completed Construction Advertisement Checklist (Appendix 14-7)
- Construction Contract Goal Assessment Form
- Railroad or Utility Agreements
- Highway Work Permit
- Non-Standard Justification Form

2. Agency Coordination

[A] No other agency is directly involved in the construction, maintenance or ownership of the project.
[B] The following agencies are directly involved in construction, maintenance or ownership of the project and have received a copy of the PS&E submission from the Project Sponsor: (list)

[C] (For applicable parkways and other Park Lands) The Office of Parks, Recreation, and Historic Preservation has ownership of the facilities within this project and (enter responsible maintenance entity) will maintain them after project completion. No other agencies will be involved in the actual construction of this project. A copy of the PS&E submission was forwarded to the New York State Office of Parks, Recreation and Historic Preservation.

3. Project Type

This project is a _____ (state project type, e.g. pavement, bridge, safety, capacity/mobility, other–state as per Appendix 5 (Table 5-1) of the Project Development Manual (PDM)) project.

4. Design Approval

The Design Approval Document (DAD) for this project was an (IPP/FDR, PSR/FDR, FDR, FDR/EA, or FDR/FEIS). Design Approval was granted on (date) by (title and name of approving authority) with NYSDOT concurrence granted on (date) (if applicable)

[A] No nonstandard features have been identified since Design Approval.
[B] The following nonstandard features, which were not approved at Design Approval, have since been identified and approved (list, state approving authority, and date).

5. Previous Letting(s)

[A] None.
[B] This project was previously let on (date), and all bids were rejected on (date).

6. Letting Date, Location and Time, and Contract Completion Date

The suggested contract letting date is (date).
The location of the Bid opening is (address).
The time of Bid opening is (time).
The proposed contract completion date is (date).

7. Construction Supervision

[A] The supervision of construction is to be by the Sponsor's forces.
[B] The supervision of construction is to be by Consultant forces.

8. Prebid Meeting

[A] A pre-bid meeting is not required. (If the estimated construction cost is less than $10M, a pre-bid meeting is optional.)
[B] A pre-bid meeting is or will be scheduled for (time and date) at (location). (HDM – Ch 21-99.)

9. Federal Aid Procedure

a. Contract Document Approval

[A] This project is not federally funded.
[B] This project is federally funded, but no additional approval of the Contract Documents

including the PS&E is needed.
[C] This project is federally funded. FHWA's approval of the PS&E is required.

b. Proprietary Specifications and Salvage Items

[A] There are no proprietary specifications. Salvage is consistent with NYSDOT's policy.
[B] The following proprietary specifications are hereby approved (list and file justification in Regional files – all projects except those requiring FHWH's approval of the PS&E). Salvage is consistent with NYSDOT policy.

10. Statewide Significance

[A] This project was not determined to be of statewide significance.
[B] This project was determined to be of statewide significance. No special changes were made in the project process or decision authority.
[C] This project was determined to be of statewide significance. The following special changes were made to the project process or decision authority as contained in the Project Management Plan: (describe, and include any approvals required by the project management plan and those still pending).

11. Advertisement

[A] The advertisement length is (three, four, five, six) weeks.
[B] A (one, two) week advertisement period is hereby proposed because (discuss). Short ad information, to be published in the "Contract Reporter," was transmitted to RLPL on (insert date. This information MUST be received by RLPL six weeks before the letting date. Failure to do this will result in delay from requested letting). Please seek FHWA's approval (for all projects with proposed ad lengths less than 3 weeks).

12. Prerequisites to Advertisement

If any of these activities (i.e., 12 a through f) are not complete, provide a statement regarding the item(s) status (i.e., provide a projected date of completion).

a. ROW. The Right of Way Clearance Certificate was approved by NYSDOT on **(date)** and is attached. (Required for all projects).

When Item (c) of the Right of Way Clearance Certificate applies, state: In accordance with item (c) of the Right of Way Clearance Certificate, the Acquisition and Clearance Status Report is attached to the ROW Clearance Certificate.

When Item (d) of the Right of Way Clearance Certificate applies, state: In accordance with item (d) of the Right of Way Clearance Certificate, the Acquisition and Clearance Status Report, Special Note, Engineering Substantiation, and Report of Quality and Quantity of Relocation Assistance are attached to the ROW Clearance Certificate.

b. Environmental Issues

[A] The project is Federally Funded.

1. NEPA – Based on 23 CFR Section 771, this project was determined to be a NEPA (CLASS II Categorical Exclusion with documentation as determined by FHWA on _____, Class III project with a FONSI on _____, Class I project

with a ROD on _____) on _____ (date) by _____ (state who made the determination) with NYSDOT concurrence on (date).
2. SEQR – Based on 6 NYCRR Part 617, this project was determined to be a SEQR (Exempt or Type II, Non-Type II (EA) with a DONSE on _____, Non-Type II (EIS) with a ROD on _____) on (date) by (state who made the determination) with NYSDOT concurrence on (date).

3. Permits/Approvals – The PS&E is consistent with permit requirements.

Permit/Approval Type	Permit Status	Date of Receipt
("None Required" or use table)		

4. Air Quality Conformity Determinations.

[A] An air quality conformity determination was not necessary.
[B] An air quality conformity determination was made on (date).

5. Minority and Low-Income Groups

[A] No discussion is necessary because an EA or an EIS was not prepared.
[B] An (state EA or EIS) was prepared and Title VI applies – Refer to Section (note section) of the DAD. Environmental Justice also applies – refer to Section (note section) of the DAD.

[B] The project is 100% State Funded.

1. SEQR – Based on 6 NYCRR Part 617, this project was determined to be a SEQR (Exempt or Type II, Non-Type II (EA) with a DONSE on _____, Non-Type II (EIS) with a ROD on _____) on (date) by (state who made the determination) with NYSDOT concurrence on (date).

2. Permits/Approvals – The PS&E is consistent with permit requirements.

Permit/Approval Type	Permit Status	Date of Receipt
("None Required" or use table)		

3. Air Quality Conformity Determinations

[A] An air quality conformity determination was not necessary.
[B] An air quality conformity determination was made on (date).

4. Minority and Low-Income Groups

[A] No discussion is necessary because an EA or an EIS was not prepared.
[B] An (state EA or EIS) was prepared, Title VI applies – Refer to Section (note section) of the DAD. Environmental Justice also applies – refer to Section (note section) of the DAD.

c. State Transportation Improvement Program (STIP)/ Transportation Improvement Program (TIP)

The project (is, is not) on the STIP. The STIP (does, does not) have to be amended.
The project (is, is not) on the TIP. The TIP (does, does not) have to be amended.

d. Resolutions / Agreements

This project requires resolutions/agreements from the following municipalities.

Municipality	Provided	Transmitted to RLPL
Town of USA	01/02/2019	01/05/2019

The above-listed resolutions/agreements (have been, will be, - provide date) executed and (have been, will be) transmitted to the RLPL.

e. Utility Involvement

[A] This project does not require any utility involvement. A final Utilities Inventory Report (LPM Appendix 10-5) is attached, and the special note, "Coordination with Utility Schedule," is included in the Special Notes.
[B] This project requires utility involvement (list involved utilities). The special note, "Coordination with Utility Schedule," is included in the Special Notes. A final Utilities Inventory (LPM Appendix 10-5) is attached. The agreement status is as follows: (indicate status).

f. Railroads

[A] There are no railroads within the project limits.
[B] There is a railroad within the project limits. A railroad force account agreement (is, is not) necessary (and has been attached).

13. Disadvantaged Business Enterprise (DBE) Goals

The goals should be determined using the guidance provided in Section 21.9.2.5 B.14 of the Highway Design Manual.
[A] A goal reduction or waiver is not being requested. The project group number is ____ and the DBE goal is ____%.
[B] A goal (reduction/waiver) is being requested.
[C] N/A – Project is non-federal aid funded.

14. Minority/Women's Business Enterprise (M/WBE) Goals.

The goals should be determined using the guidance provided in Section 21.9.2.5 B.14 of the Highway Design Manual.

[A] A goal reduction or waiver is not being requested. The project group number is ____ and the M/WBE goals are MBE___% WBE___%.
[B] A goal (reduction/waiver) is being requested.
[C] N/A – Project is federal aid funded.

15. Service-Disabled Veteran-Owned Business Enterprise Goals.

The goal should be determined using the guidance provided in Section 21.9.2.5 B.14 of the Highway Design Manual.

[A] A goal reduction or waiver is not being requested. The SDVOB goal is 6%.
[B] A goal (reduction/waiver) is being requested.

[C] N/A – Project is federal aid funded.

16. Incomplete Items

[A] There are no incomplete items. All special specifications requiring approval have been approved, and those items necessary to ensure proper coordination with construction activities (items 12a through 12f) are complete.
[B] The following is a list of incomplete items and actions in progress to complete them. List special specifications not approved by NYSDOT and any clearances, permits, approvals, resolutions, and agreements that are not available. State the projected date of availability. (Refer to the discussion under appropriate item as applicable).

Provide the following statement when any clearances, permits, approvals, resolutions, and agreements are not available.

Although the above-mentioned clearances, permits, approvals, resolutions, and agreements are not available, it is in the best interest of the State and the project Sponsor to proceed with the advertisement, letting, and award of this project because_____. As a basis for the recommendation, consider and discuss the following as applicable:

- Why it is in the public interest to progress the project despite the unavailability of these items. This should include a complete discussion of which contract operations will be affected and how they will be affected.
- Discuss contract provisions (i.e., special notes, etc.) that are provided in the contract documents in recognition of the lack of these items.

17. Contact Persons

The (NYSDOT Program Area; Municipal Engineer; Consultant Engineer; etc.) was responsible for the preparation of the PS&E Submission for this project.

Responsible Local Official
Name & Title:
Phone #:
Email:

Sponsor's Project Manager
Name and Title:
Organization:
Phone #:
Email:

Project Designer
Name and Title:
Organization:
Phone #:
Email:

Sincerely,

RLO – name, title]
[Sponsor]
Attachments: (remove those not applicable)

- PS&E Checklist and attachments
- Contract Bid Documents
- Stamped and signed contract plans
- Bid proposal
- Engineer's estimate
- Signed Right-of-Way Clearance Certificate
- Project Accomplishment Form
- PS&E Certification by NYS licensed Professional
- Environmental Commitments Checklist
- Construction Management Plan (CMP)
- Project Management Plan (PMP)
- Draft Notice to Bidders – Advertisement to Bid (Appendix 14-8)
- Completed Construction Advertisement Checklist (Appendix 14-7)
- Construction Contract Goal Assessment Form
- Railroad or Utility Agreements
- Highway Work Permit
- Non-Standard Justification Form

Appendix 12-6
Locally Administered Project
Contract Bid Documents (CBD) - Plans, Specifications, and Estimate (PS&E) Checklist

PIN: _____	Date Received: __/__/____
Project: _____	Review Started: __/__/____
_____	Reviewer: _____
Sponsor: _____	Review Finished: __/__/____
Contact Email/Phone: _____	

Sponsor Contract Bid Document Package Review Checklist. The following should be included:

Sponsor	RLPL	Documents to be Included
☐	☐	Contract Bid Document and PS&E Transmittal Letter (Appendix 12-5)
☐	☐	Stamped and Signed Contract plans
☐	☐	Proposal Book
☐	☐	Engineer's Estimate (EE)
☐	☐	Signed Right of Way Clearance Certificate (Appendix 11-5)
☐	☐	PS&E Certification by NYS licensed Professional (Appendix 12-9)
☐	☐	Environmental Commitments Checklist (ECC)
☐	☐	Construction Management Plan (CMP) (Appendix 12-3)
☐	☐	Project Management Plan (PMP) (Appendix 2-1)
N/A☐ ☐	☐	Railroad and/or Utility Agreements (Appendix 10-8)
N/A☐ ☐	☐	Highway Work Permit (HWP)
☐	☐	Draft Notice to Bidders – Advertisement to Bid (Appendix 14-8)
☐	☐	Construction Contract Goal Assessment Form https://www.dot.ny.gov/main/business-center/civil-rights/dbe
N/A☐ ☐	☐	Status of Special Specifications Table (HDM Chapter 21)

To Be Completed by RLPL:

NEPA Date	/ /	☐	NHS/SH www.fhwa.dot.gov/planning/nhs/maps/ny/index.htm
EIS, Date signed:	/ /	☐	Federal Aid
EA, Date of FONSI:	/ /	☐	100% State Aid
Design Approval Date :	/ /		SEQR Date: / /
Engineer's Estimate	$	☐	Construction phase/funds verified on TIP/STIP
Construction Inspection (Actual or Estimated)	$		Inspection by:
Federal Highway PIN			This information is needed for the FA Contract
OSC D#			Spreadsheet submitted for EBO setup.

Key: S= Sponsor

S	RLPL Review Yes	No	Date Resolved	PIN:
☐	☐	☐	/ /	Did the Project Sponsor submit the Contract Bid Document Package? If not, was the Sponsor cc'd on correspondence? The Project Sponsor should be the main point of contact. If not direct contact, they need to be included in all correspondence.
☐	☐	☐	/ /	PS&E Certification by NYS licensed professional, completed, signed, and included (Appendix 12-9)
☐	☐	☐	/ /	The Environmental Commitments Checklist completed and submitted with the PS&E. (EB 18-001). https://www.dot.ny.gov/portal/pls/portal/mexis_app.pa_ei_eb_admin_app.show_pdf?id=12576
Proposal Content:				
☐	☐	☐	/ /	Is the project duration noted in the proposal? This is shown as the number of calendar days from the Notice to Proceed.
☐	☐	☐	/ /	Indicate the project duration per proposal:
☐	☐	☐	/ /	Noted on the cover of the proposal that this is a Federal or State Aid Project
☐	☐	☐	/ /	Noted in the proposal that NYSDOT Standard Construction Specifications must be followed on a federal aid project. Look for this note
☐	☐	☐	/ /	Does the proposal contain Appendices 12-1 and 12-1A from the LPM? As of the date of this checklist, the FHWA 1273 section should be shown in a 2-column format (a quick way to see if it's current). These pages must be printed and added to the project proposal AS IS.
☐	☐	☐	/ /	• Certification for Federal-Aid Contracts
☐	☐	☐	/ /	• Disclosure of Lobbying Activities
☐	☐	☐	/ /	• Non-Collusive Bidding Certification
☐	☐	☐	/ /	• USDOT Hotline
☐	☐	☐	/ /	• Federal EEO Requirements
☐	☐	☐	/ /	• FHWA-1273 Required Contract Provisions
☐	☐	☐	/ /	Warranties in Accordance with Local Projects Manual (LPM) Section 12.4.7? As a rule, there are no workmanship warranties; specialty work (e.g., building renovations) may differ. No Maintenance Bond or extended insurance.
☐	☐	☐	/ /	Note inserted In the Instructions to Bidders that there are no residence or geographical restrictions (LPM 12.4.1)
☐	☐	☐	/ /	For Projects on a State Highway: QA/QC special note (1-5) added to proposal (LPM Chapter 9.3.1)
☐	☐	☐	/ /	Retainage provision in compliance with 49 CFR 26.29. (LPM 12.3.3.6) No retainage is allowed
☐	☐	☐	/ /	LPM Appendix 12-2 – when NYSDOT Standard Specs for Construction are not utilized. These should only be used if the Sponsor has their own NYSDOT approved Standard Specifications.
☐	☐	☐	/ /	• Labor and Employment
☐	☐	☐	/ /	• Use of Convict Labor
☐	☐	☐	/ /	• Disadvantaged Business Enterprise (DBE) Participation
☐	☐	☐	/ /	• Changed Conditions Clauses
☐	☐	☐	/ /	• Civil Rights Monitoring and Reporting

S	RLPL Review Yes	No	Date Resolved	PIN:
☐	☐	☐	/ /	• Material Acceptance Records
☐	☐	☐	/ /	• Buy America Requirements
☐	☐	☐	/ /	• Use of United States-Flag Vessels
☐	☐	☐	/ /	• Extra Work and Time Related Compensation
☐	☐	☐	/ /	Alternate bid procedures approved by NYSDOT RLPL LPM 12.5.2).
☐	☐	☐	/ /	If using Alternate bidding, include a note in the proposal that the project budget will be announced before the opening of any submitted bids.
☐	☐	☐	/ /	Amendment notification procedures included in the Instructions to Bidders Section. (noted on proposal page _____). Verify via the bid pages and remind the Sponsor that there is a requirement to submit proof with the Award Package documentation that all bidders received all amendments/addenda issued.
☐	☐	☐	/ /	Disadvantage Business Enterprise (DBE) goal noted. (Goal: ___%) Per EI 19-024. Use the following link to DBE Goal Setting Aids: https://www.dot.ny.gov/main/business-center/civil-rights/dbe.
☐	☐	☐	/ /	Notice to Bidders, often used as the Advertisement to Bid, contain the EEO goals. (W: 6.9% and M: _____%) (Appendix 12-1.6) The women's employment goal is always 6.9%, and the minority employment goal varies by county.
☐	☐	☐	/ /	Note inserted in the Instructions to Bidders that there is no M/WBE or SDVOB language included. (Federally funded contracts only) A common error is confusion between M/WBE goals and EEO goals. M/WBE refers to subcontracting goals and only applies to State-funded projects. EEO goals are employment goals and are on all state and federally funded projects.
☐	☐	☐	/ /	Minority and Women-Owned Business Enterprise (M/WBE) and Service-Disability Veteran-Owned Business (SDVOB) goals noted. MBE: % WBE: % SDVOB: % Only applies to 100% State-funded projects.
☐	☐	☐	/ /	Wicks Law compliance, Building Projects > $500K – $3.0M (by county) (LPM 12.4.3). Requires electrical/plumbing/heating to be separate fiscal shares.
☐	☐	☐	/ /	Federal Davis-Bacon and NYS Prevailing Wage Rates included Note: the wage rates included in the proposal must be current within 10 days of the bid opening. Add this ('current...10 days) as a reminder even if the wage rates are included at the time of review. (Federal-physically inserted; State-first four pages of PRC)
☐	☐	☐	/ /	Liability Insurance Rider/Binder (LPM 12.3.3.2) Coverage includes NYS and its Employees. Coverage Amount: $
☐	☐	☐	/ /	The project proposal contains an apprenticeship/training program. FHWA must approve the program (LPM 13.7 and 12.4.8).
☐	☐	☐	/ /	In the instructions to the Bidders, a Project Labor Agreement can be included but must be reviewed by NYSDOT and approved by FHWA (LPM 12.4.5)
☐	☐	☐	/ /	Check Information for Bidders and special notes for administering agency-allowed provisions that are not permitted with Federal aid. Look for a statement to the effect of 'should local and state requirements differ from federal...the federal will prevail'. (LPM 14.1)
☐	☐	☐	/ /	Iran Divestment Act notes added. Standard notes need to be physically inserted (Appendix A – Standard Clauses for all NYS Contracts).

S	RLPL Review Yes	No	Date Resolved	PIN:
☐	☐	☐	/ /	Note in Contract Documents alerting low bidder and subcontractors of need to complete and submit a NYS Uniform Contracting Questionnaire (CCA-2) if not on file. Look for the note or at the draft advertisement.
☐	☐	☐	/ /	For work ON a State Highway, 511NY Notification note added to proposal. For work NOT on a State Highway, inform the sponsor that this is available as a service to them.
☐	☐	☐	/ /	Field office is included as a bid item (637) or noted in proposal as a provided space. One or the other....
☐	☐	☐	/ /	Is there an item for Mobilization, and is it restricted to 4% of bid subtotal with appropriate instructions to bidders on the bid form?
☐	☐	☐	/ /	Is Prime to Sub percentage of work in compliance with NYSDOT Specifications? Is it less than 50%? If Yes, notify the Local Program Bureau.
☐	☐	☐	/ /	Expected Date of Advertisement?
☐	☐	☐	/ /	Advertisement Duration Period? (Minimum 3 weeks)
☐	☐	☐	/ /	Advertisement to be Placed in NYS Contractor Reporter (MANDATORY)
☐	☐	☐	/ /	Advertisement to be Placed in Other/Local Publication: (Recommended)
				Situations when additional FHWA approval is required (Interstate Justification Report, Public Interest Finding)
☐	☐	☐	/ /	If access to the Interstate System is changed, was the modification approved at the appropriate level in FHWA? (ref 23 CFR620.203(d-h))
☐	☐	☐	/ /	If there are any incentive/disincentive clauses, have they been reviewed and approved by FHWA?
☐	☐	☐	/ /	If there are any experimental features, was there coordination with FHWA? {Attach Experimental Features Work Plan}
☐	☐	☐	/ /	If there is any State furnished material (other than signal controllers), was FHWA approval obtained? (ref 23 CFR 635.407)
☐	☐	☐	/ /	If there is a mandatory disposal of storage site designated, was FHWA approval obtained? (ref 23 CFR 635.407(g))
☐	☐	☐	/ /	If it is known that foreign steel will be used, has a Buy America waiver been requested and approved by FHWA? 23 CFR 635.410)
☐	☐	☐	/ /	If it is known that ROW will not be available at time of letting, has a ROW Projection Approval been obtained? Date: (LPM Chapter 11.2.2 (15))
Plan Set Content:				
☐	☐	☐	/ /	Plan title sheet signed by Responsible Local Official
☐	☐	☐	/ /	Plan title sheet signed and stamped by responsible licensed professional
☐	☐	☐	/ /	Cover of Proposal and Plans identify project as 'Federal Aid Project' with correct Project Title, PIN, LD#, and location.
☐	☐	☐	/ /	A completed Maintenance Jurisdiction table included.
☐	☐	☐	/ /	Utility coordination/contact information is provided in the plans.
☐	☐	☐	/ /	Advance Detail Plans (ADP) comments by Region satisfactorily addressed.
☐	☐	☐	/ /	ADA compliance provisions included in plans.
☐	☐	☐	/ /	Item numbers, description, and quantities consistent between Engineer's Estimate and Plans and Proposal.
☐	☐	☐	/ /	Table of Quantities (if required) is accurate.

S	RLPL Review Yes	No	Date Resolved	PIN:
☐	☐	☐	/ /	General Notes not in conflict with specifications/plans and/or Federal/State requirements (changed conditions clause, risk, etc.)
☐	☐	☐	/ /	Permanent traffic control devices consistent with MUTCD. (23 CFR 655.603(d)
☐	☐	☐	/ /	In accordance with Work Zone regulations for all 'significant' projects, is a Transportation Management Plan included? (Highway Design Manual (HDM) Ch.16.5)
☐	☐	☐	/ /	Is the Work Zone Traffic Control (WZTC) Plan consistent with the MUTCD? (23 CFR 630 and HDM Ch 16.4))
Design/Environmental:				
☐	☐	☐	/ /	Plans and Notes are consistent with Design Approval Document (DAD)
☐	☐	☐	/ /	Date of Re-Evaluation of NEPA Completed? (EB 21-041)
☐	☐	☐	/ /	Contract Documents contain provisions (e.g., notes) regarding special follow-up actions noted in the Design Approval Document (usually cultural resource issue).
☐	☐	☐	/ /	• FHWA Section 106 concurrence received? (36 CFR 800)
☐	☐	☐	/ /	• Does the project involve endangered species? ☐ If yes, has FHWA concurrence been received? (50CFR 402.14)
☐	☐	☐	/ /	• Wetland Mitigation (23 CFR 777)
☐	☐	☐	/ /	• Noise Abatement (23 CFR 772)
☐	☐	☐	/ /	• Section 4(f) – under 49USC303 (23 CFR 771.135)
☐	☐	☐	/ /	•
☐	☐	☐	/ /	•
☐	☐	☐	/ /	Specifications comply with LPM Section 9.3 (spot-check)
☐	☐	☐	/ /	Specifications do not contain references to State supplied materials, labor, inspection, or testing unless approved by NYSDOT
☐	☐	☐	/ /	Special specifications have been approved for use in project. Use Status of Special Specifications Table (HDM Chapter 21). Special Specs that need approval: _____ Approval date(s): (Add Separate sheet as needed.)
☐	☐	☐	/ /	Earthwork Summary Sheets ES-1 and ES-2 shall be provided in the plans for all projects over 500 ft. in length, which have over 5,230 yards of the sum of items 203.02 (Unclassified Excavation and Disposal) and 203.03 (Embankment In Place). Earthwork Summary ES-1A and ES-2A (letter size paper) shall be prepared and provided for inclusion in the proposal when these criteria are not met. If items 203.02 or 202.03 are not part of the project, ES-2A shall be prepared when items 206.02 and/or 206.04 are in the estimate. Are they Included?
☐	☐	☐	/ /	Specifications do not provide for delivery of "waste" or "salvageable" material to Sponsor. (LPM 9.3.3.2)
Special Situations:				
☐	☐	☐	/ /	Does the proposal include the appropriate AC pavement smoothness spec if this is an Interstate asphalt paving project? EI 05-17 and/or EI 05-18

S	RLPL Review Yes	No	Date Resolved	PIN:
☐	☐	☐	/ /	If this project includes ITS components, was there coordination with the FHWA ITS specialist? (23 CFR 940 and NYDO Implementation Policy)
☐	☐	☐	/ /	If the project is on the NHS and is in excess of $50M for highway and $40M for bridge, was a Value Engineering (VE) Study conducted? (LPM 8.4.2.1) A VE in Design was completed on:
☐	☐	☐	/ /	If a Sub-Major Project (cost is between $100M and $500M), was an Initial Financial Plan submitted to FHWA by FHWA prior to NEPA approval? (NYSDOT Project Development Manual (PDM)-Chapter 4)
☐	☐	☐	/ /	If a Major Project (Cost >$500M), was a Project Management Plan submitted to FHWA by NYSDOT prior to NEPA approval? (NYSDOT PDM-Chapter 4)
☐	☐	☐	/ /	If the project is within two miles of an airport, was there coordination with FAA? (23 CRF 620, Subpart A)
☐	☐	☐	/ /	If this project is eligible for Marchiselli Program funds, reconfirm that there are more than one Complete Street Feature included since ADP. LPM 3.11.2; Appendix 3-2; Complete Street Checklist; (EB 24-006)
Permits and Agreements:				
☐	☐	☐	/ /	All Maintenance Agreements are fully executed. (landscaping and/or lighting) For projects on a state highway.
☐	☐	☐	/ /	Are Utility agreements needed? Is it in the format of LPM Appendix 10-8, and has it been approved?

	Telephone		Water
	Cable TV		Sewer
	Electric		

Signed by both parties! If utility work is to be reimbursed with federal funds, utility agreement needs to be approved by NYSDOT MO DQAB

☐	☐	☐	/ /	Railroad Force Account (RRFA) agreement, if needed, has been reviewed and approved. All information regarding the RRFA has been included in the project proposal. (Chapter 10 LPM)
☐		☐	/ /	Highway Work Permit submitted _____ approved _____ https://www.dot.ny.gov/divisions/operating/oom/transportation-systems/traffic-operations-section/highway-permits HWP expiration date: _____
☐	☐	☐	/ /	Required info to obtain NYSDOT Highway Work Permit:
☐	☐	☐	/ /	• HWP application, PERM 33 received
☐	☐	☐	/ /	• Certificate of Insurance, PERM 17 received
☐	☐	☐	/ /	• 2 sets of final contract plans [( )to Residency, ( ) to RLPL]
☐	☐	☐	/ /	• If Utilities are involved, PERM 32 received
☐	☐	☐	/ /	• Prepare HWP memo to Permit Engineer in Residency (By RLPL).
☐	☐	☐	/ /	Environmental permits obtained (if needed). Check listing in Design Report
☐	☐	☐	/ /	• Section 401, DEC Water Quality Cert
☐	☐	☐	/ /	• Section 404, ACOE Individual Wetlands Permit
☐	☐	☐	/ /	• Section 404, ACOE Nationwide Permit #23
☐	☐	☐	/ /	• US Coast Guard

S	RLPL Review Yes	No	Date Resolved	PIN:
☐	☐	☐	/ /	• Adirondack Park Agency General Permit
☐	☐	☐	/ /	• Other
☐	☐	☐	/ /	If a SPDES General Permit is required for this project, are the appropriate notes included in the proposal. https://www.dot.ny.gov/divisions/engineering/environmental-analysis/manuals-and-guidance/epm/chapter-4
☐	☐	☐	/ /	If a SPDES General Permit is required, is a rain gauge item included in the EE.
☐	☐	☐	/ /	If new bridge(s) included in contract, Bridge Identification Number (BIN) obtained from Regional Structures Group
☐	☐	☐	/ /	Bridge Level 1 and Level 2 Load Rating and Inventory Form(s) received (if needed)
Construction Management Plan:				
☐	☐	☐	/ /	The submitted CMP is completed and signed. (LPM Appendix 12-3)
☐	☐	☐	/ /	Resumes and NICET certifications for inspection staff are attached.
☐	☐	☐	/ /	Append Quality Assurance (QA) table (per Section IV. c. of the CMP shell)
☐	☐	☐	/ /	Append Quality Management Plan (QMP) (per Section IV. c. of the CMP shell)
☐	☐	☐	/ /	For Projects on a State Highway: QA/QC special note (1-5) added to CMP (LPM Chapter 9.3.1)
☐	☐	☐	/ /	*An Approved CMP is needed before the project can be awarded; however, it should be received before issuing notice to proceed with Advertisement.
Right-of-Way (ROW):				
☐	☐	☐	/ /	Right of Way (ROW) project and property checklists completed and included along with supporting documentation. (LPM Chapter 11)
☐	☐	☐	/ /	ROW Clearance Certificate received and fully signed.
☐	☐	☐	/ /	Table of ROW Acquisition Activities information is acceptable.
☐	☐	☐	/ /	Right of Way notes included in the Plans and the Proposal.
☐	☐	☐	/ /	ROW Acquisition: (Highway Boundary [HB]; Permanent Easement [PE]; Temporary Easement [TE]) limits shown on Plans and labeled with Map/Parcel numbers.
☐	☐	☐	/ /	***No notice to proceed with Advertisement without Right of Way Clearance.**
Consultant				
☐	☐	☐	/ /	Is the Consultant identified on the CMP for construction inspection to be reimbursed with federal/state funds?
☐	☐	☐	/ /	Is there an agreement in place for federal/state reimbursement? If an agreement is not in place, the comment would be 'a Supplemental Agreement with CI costs is needed'. An Agreement is needed for CI prior to granting authorization to advertise for Construction.
Estimate/Financial				
☐	☐	☐	/ /	Itemized estimate is reasonable and broken into appropriate engineering shares.
☐	☐	☐	/ /	Are there non-NYSDOT shares in the estimate?
☐	☐	☐	/ /	Explanation of cost increases adequate on non-capped projects.

S	RLPL Review Yes	No	Date Resolved	PIN:
☐	☐	☐	/ /	EE prices are reasonable: Statewide Bid prices used appropriately, modified for location and project size. https://www.dot.ny.gov/main/business-center/engineering/specifications/pay-item-catalog
☐	☐	☐	/ /	If EE is greater than available capped funds, is assurance granted by agency to fund difference with own funds?
☐	☐	☐	/ /	If Engineer's Estimate is above the programmed amount, a letter is attached, from the project sponsor, acknowledging the cost over and above and that they will provide the additional funding.
☐	☐	☐	/ /	Lump-sum (overhead) items {Engineer's Office, WZTC, Mobilization, FCP, etc} are distributed to all fiscal shares. (NYSDOT HDM Section 21.6.3.2) FCP Item: https://www.dot.ny.gov/portal/page/portal/spec-repository-local/697.030000BM.pdf .
State/Local Agreement				
☐	☐	☐	/ /	Is an SLA needed to include construction?
☐	☐	☐	/ /	Are there additional funds on the STIP?
☐	☐	☐	/ /	If an SLA is needed, date sent to the Sponsor:
☐	☐	☐	/ /	If an SLA is in place, what is the SLA End Date?
☐	☐	☐	/ /	Is a No Cost Time Extension needed (NCTE)? NCTE date sent to Sponsor:

Estimated Costs vs. Programmed Funds **PIN:** _____

	Estimated Costs Per PS&E	Programmed Per STIP/SLA
Construction Total	$	$
Highway Share	$	$
Bridge Share	$	$
FCP item	$	$
Utilities (e.g., Water, Electric…)	$	$
Railroad Force Account	$	$
Betterments	$	$
Consultant Inspection	$	$
Consultant Support	$	$

Comments:

☐ **If Estimated Costs exceed Programmed Costs on a Capped Project, then add appropriate language to review correspondence.** "We note that the estimate for this project is $ _____ and exceeds the amount of (CAPPED) (PPROGRAMMED) funding for this project. Please advise our office acknowledging the (MUNICIPALITY's) intention to fund the cost beyond those capped.'
If this box (above) is checked then this language must be added as a review comment and must be addressed, in writing, before notice to proceed to advertise is sent to the project Sponsor.

Has the notification been received from the Sponsor? ☐ yes ☐ N/A

Signature signifies all comments resolved	
Design:	Environmental:
Right of Way:	Construction:
Traffic & Safety:	CBD/PS&E Review Coordinator:

If there is no need for a Group review, indicate N/A and initial.
When all comments have been resolved, request the obligation/authorization of the construction funds.

OK to issue Notice To Proceed to Advertise.	
Date of Federal Obligation/Authorization:	/ /
Date Notice To Proceed Issued to Sponsor:	/ /

PIN: _____

Note: All items on this page should be completed. Please mark with 'N/A' if item doesn't apply to this project. This sheet was created to ensure that all the necessary group-reviews happened if a project is on or impacts a State Highway. The Permit Engineer (PE) needs to review the plans (not included below). The PE review should happen at ADPs and then again at PS&E for the HWP. It is suggested that the transmittal memo include a line that states "if do not receive a response by (date) it will be taken to mean that there are no review comments."

Regional Review Checklist for Projects on State System:

If the project contains **bicycle/pedestrian access** send plans to Regional **Bike/Ped Coordinator** for review.

- Date review was requested: / / _____
- Comment return date: / / _____
- Date all comments were resolved: / / _____

If the project contains **fiber-optic cable or ITS elements** send to Regional **ITS Coordinator** to review. Refer to Project approval matrix for ITS approval authority by FHWA. (HDM Exhibit 4-3)

- Date review was requested: / / _____
- Comment return date: / / _____
- Date all comments resolved: / / _____

If the project is on or impacts a state highway, the **WZTC Plans** should be sent to the **Traffic and Safety Group** for review.

- Date review was requested: / / _____
- Comment return date: / / _____
- Date all comments resolved: / / _____

If the project is on or impacts a state highway, and contains **bridge rehab or replacement**, the plans should be sent to the **Regional Structures Group** for review.

- Date review was requested: / / _____
- Comment return date: / / _____
- Date all comments resolved: / / _____

Is FHWA approval in accordance with the Project Approval Matrix required? (project includes 'special circumstances' e.g.: PODI, POCI, PLA) If so, the construction documents need to be sent to the **FHWA Area Engineer** for review.

- Date review was requested: / / _____
- Comment return date: / / _____
- Date all Comments resolved: / / _____

Appendix 12-7
Proposal Cover, Table of Contents, Title Sheet

US CUSTOMARY UNITS

PIN: xxxx.xx

LDXXXXXX
Sponsor Contract No.:

FEDERAL (STATE) AID PROJECT
Submitted in accordance with the Highway Law and the

PROPOSAL

Standard Specifications officially finalized and adopted on (most current date) as posted on New York State Department of Transportation's website.

Proposal Description:
(Title of Project, including BIN)
(Village/Town/City, xxxxxxxxxxx County)

Letting Time and Date: (Time and Date)

Letting Location:
(Sponsor Name)
(Address)

BOOK 1 OF 2

TABLE OF CONTENTS

PROPOSAL SECTION	PAGE NO.
IMPORTANT BIDDER INFORMATION	
SPONSOR ADVERTISEMENT (Insert)	
PROJECT TITLE SHEET (With Uniform Contracting Questionnaire Note)	
SECTION 1 - CONTRACTOR'S BID PACKAGE CONTENTS	
• DBE COMMITMENT (Appendix 14-9)	
• APPENDIX 12-1 and APPENDIX 12-1A	
○ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	
○ Certification Regarding use of Contract Funds for Lobbying	
○ False Claims Certification	
○ Non-Collusive Bidding Certification (SFL/GML)	
○ Non-Collusive Bidding Certification (49 CFR)	
○ Non-Collusive Bidding Certification – Bidder Information	
○ Reporting Violations of Non-Collusive Bidding Procedures	
○ New York State Office of the Inspector General Hotline	
○ Goals for Equal Employment Opportunity (EEO) Participation	
○ Required Contract Provisions Federal-Aid Construction Contract (FHWA-1273 – Revised May 1, 2012)	
○ Combined Certification Form – By Executing this Document	
• BID BOND	
• ESTIMATE OF QUANTITIES	
• ITEMIZED PROPOSAL	
SECTION 2 - REQUIRED CONTRACT PROVISIONS	
• DBE/MBE/WBE/SDVOB GOALS	
• EQUAL EMPLOYMENT OPPORTUNITY (EEO) GOALS	
• SUPPLEMENTAL TITLE VI PROVISIONS – Appendix A-1	
SECTION 3 - SUPPLEMENTAL INFORMATION	
• CONR 9 - Supplemental Information Available to Bidders	
• PERMITS	
SECTION 4 - SPECIAL NOTES	
• Location Maps/Landscape Development Notes/Right-of-Way/Funding/Asphalt & Fuel Price Adjustments/Specialty Items etc..	
SECTION 5 - BEST VALUE SUBMISSION *(if applicable)*	
SECTION 6 - SPECIAL SPECIFICATIONS & REVISIONS TO STANDARD	

SPECIFICATIONS *(and APPENDIX 12-2, if applicable)*	
SECTION 7 - PREVAILING WAGE RATES	
SECTION 8 - SPONSOR CONTRACT AGREEMENT	

LDXXXXXX

PROJECT TITLE SHEET

Sponsor Name
New York

PIN: xxxx.xx
LDXXXXXX
Sponsor Contract No.:
COUNTY(IES):
FEDERAL (STATE) AID PROJECT

Proposal Description: (Title of Project, including BIN, Village/Town/City, xxxxxxxxxx County)

Deposit Required:

Completion Date:

Questions During Bidding: No interpretation of the meaning of the plans, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation shall be in writing addressed to:

Addenda to Bid Documents: Addenda to the Bid Documents will be published....

FEDERAL REQUIREMENTS

1. This is a federal-aid contract subject to the approval of the Federal Highway Administration (FHWA) and the New York State Department of Transportation (NYSDOT).
2. Federal Contract Requirements are contained in (indicate location).
3. The BUY AMERICA provisions in Section 106-11 of the NYSDOT Standard Specifications apply to this contract.
4. Whenever local and or New York State requirements differ from Federal requirements, the Federal requirements will prevail.
5. There are no residence, geographical restrictions, or preferences contained in this contract.
6. There are no M/WBE/SDVOB requirements or preferences contained in this contract.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

1. The NYSDOT Standard Specifications, (version date), as amended, governs work performed under this contract. This shall include Sections 100 through 799, inclusive.
2. The low bidder must have an approved New York State Uniform Contracting Questionnaire (CCA-2 Form) on file with NYSDOT prior to an award being made. The CCA-2 form is available online at https://www.dot.ny.gov/bids-and-lettings/construction-contractors/general-info or by calling the NYSDOT Office of Contract Management at (518) 457-1564.

DBE/MBE/WBE/SDVOB PARTICIPATION GOALS

The following participation goal(s) have been established for this contract, expressed as a percentage of the total contract bid amount.

The DBE program applies to Federal Aid Contracts; the MBE, WBE, and SDVOB programs apply to Non-Federal-Aid Contracts. For more information see NYS Standard Specifications §102-12.

Disadvantaged Business Enterprise (DBE) Goal _____% (Federal-Aid Only)

Minority Business Enterprise (MBE) Goal _____% (Non-Federal-Aid Only)

Women's Business Enterprise (WBE) Goal _____% (Non-Federal-Aid Only)

Service-Disabled Veteran-Owned Business (SDVOB) Goal ____% (Non-Federal-Aid Only)

The NYSUCP DBE Directory is located at: https://nysucp.newnycontracts.com/

The NYS M/WBE Directory is located at: https://ny.newnycontracts.com/

The NYS SDVOB Directory is located at: https://online.ogs.ny.gov/SDVOB/search

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION
GOALS FOR MINORITY PARTICIPATION

COUNTY	%	COUNTY	%	COUNTY	%
Albany	3.2	Herkimer	2.1	* Richmond	
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	* Kings		St. Lawrence	2.5
* Bronx		Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	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	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	* New York		Suffolk	5.8
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	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	* Queens		Yates	5.9
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 ..... 12.2 to 13.5
Metal lathers..... 24.6 to 25.6
Painters..... 26.0 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
All others .....16.4 to 17.5

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.....16.0 to 20.0
Plasterers .....15.8 to 18.0
Teamsters.....22.0 to 22.5
Boilermakers .....13.0 to 15.5

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%. (43 FR 14888 – 4/7/1978)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

Appendix 12-8
NYSDOT Shelf Notes

Rev. 03-2024

NYSDOT has compiled Shelf Notes to be included with the Contract Proposal. These can be obtained from the RLPL. The Shelf Notes are updated periodically by NYSDOT.

Name	Date modified
0705-Aviation Cert - Buy America	6/8/2020 11:05 AM
0706-Aviation Cert - Tax Delinquency	6/8/2020 11:08 AM
0707-Aviation Cert - Trade Restrictions	6/8/2020 11:17 AM
0710-Bid Bond	5/14/2019 2:51 PM
0720-DBE Commitment Letter	2/10/2023 3:56 PM
0750-Bid-Ability Survey	1/29/2019 3:46 PM
0760-Encourage Use of NYS Business	1/29/2019 3:47 PM
0775-This Page Intentionally Left Blank	1/29/2019 3:48 PM
0790-Important Bidder Information	1/6/2021 1:40 PM
0800-REQUIRED CONTRACT PROVISIONS (Divi...	2/2/2021 11:49 AM
0801-REQUIRED CONTRACT PROVISIONS-Avia...	2/2/2021 12:08 PM
0820-EEO Participation Goals	2/22/2023 7:25 AM
0821-DBE-MBE-WBE-SDVOB Participation Goals	2/2/2021 11:27 AM
0829-Participation Goals for Response Contracts	2/10/2022 8:25 AM
0850-NYSDOT Electronic Bidding- AASHTOW a...	10/21/2020 9:54 AM
0860-Federal-Aid Construction Contracts FHW...	9/29/2023 8:01 AM
0862-Attachment A-Appalachian Contracts	1/29/2019 3:55 PM
1100-NYS Vendor Responsibility Questionnaire ...	2/27/2023 1:44 PM
1200-Aviation Contract Provisions	3/10/2022 3:02 PM
3400-SPECIAL NOTES (Divider Page)	1/29/2019 3:57 PM
3401-Temp. Lane Closure Restrictions	11/14/2023 2:11 PM

Name	Date modified
3402-Priority Award	6/4/2021 9:47 AM
3404-Project Labor Agreement	10/21/2020 11:44 AM
3405-Response Contract Work	9/22/2023 7:05 AM
3406-JOC Requirements	9/1/2020 7:07 AM
3407-Speed Limit Sign in WZ	9/7/2023 3:16 PM
3408- Portable WZ Camera note	10/18/2023 8:33 AM
3409-AWZSE Notification	7/12/2022 4:17 PM
3410-Goals for EEO Participation-Aviation	10/21/2020 11:39 AM
3412-Diesel Emission Reduction Act (DERA) Re...	10/26/2021 9:22 AM
3413-Hydro-Demolition of Concrete Bridge De...	10/21/2020 11:46 AM
3416-Environmental Product Declarations (EPDs)	12/18/2023 9:12 AM
3418-Slump Adjustment	10/17/2022 3:37 PM
3440-HMA with Crushed Glass	1/29/2019 4:01 PM
3445-Reclaiming Asphalt Shingles	1/29/2019 4:02 PM
3450-Bridge (BIN) Plate	2/23/2023 9:03 AM
3520-Fuel Price Adjustment	9/18/2023 8:42 AM
3530-Asphalt Price Adjustment	9/18/2023 8:42 AM
3550-NYS Thruway Provisions	1/6/2021 1:43 PM
3600-NYS Canal Provisions	11/1/2023 1:07 PM
3610-Subsurface Survey	3/23/2023 11:43 AM
3615-Terrain Data Information	7/18/2023 10:14 AM

Name	Date modified
3710-PROJECT DETAILS (Divider Page)	10/21/2020 11:49 AM
3730-STANDARD SPECIFICATIONS REVISIONS ...	9/30/2022 10:42 AM
3731-Section 106	10/7/2022 9:44 AM
3732-FAA Standard Specifications	8/4/2020 9:20 AM
3736-Section 619 Work Zone Traffic Control	10/7/2022 9:45 AM
3750-SPECIAL SPECIFICATIONS (Divider Page)	1/29/2019 4:05 PM
4000-PREVAILING WAGE RATES (Divider Page)	1/29/2019 4:05 PM
4025-NYS-Wage Rates	1/29/2019 4:06 PM
4050-NYS-Wage Rates Determination	1/29/2019 4:06 PM
PM-2024Jan-V2	12/18/2023 9:16 AM
PMCOV-2024Jan-V2	12/18/2023 9:12 AM

Appendix 12-9
Certification
For Plans, Specifications & Estimate (PS&E)

(On appropriate letterhead)

PIN xxxx.xx
[Name of Project]
[Municipality, County]

I, ***[name of person, PE, RA or RLA]***, ***[title]***, ***[name of consultant firm or administering agency responsible for plan development]***, the responsible licensed professional for the design of the above-referenced locally administered federal aid project, hereby certify, by signing and affixing my professional stamp below, that to the best of my knowledge and belief:

- the plans have been developed in accordance with applicable design standards and accepted engineering and/or architectural practice,
- the plans are consistent with the Design Approval Document,
- the plans, specifications and estimate reflect all modifications needed to satisfactorily address comments made by appropriate involved agencies (i.e. - NYSDEC, NYCDEP, SHPO, railroads, utility companies, affected municipalities, NYSDOT, etc.),
- the construction specifications are appropriate for this project, and are consistent with **Section 9.3** of Chapter 9 of the manual entitled "Local Projects Manual",
- no specifications call for NYSDOT to provide materials, equipment, labor, inspection, or testing, unless agreed to in writing by the NYSDOT Regional Office,
  (use this bullet for projects that do not impact NHS or State roadways)

OR

- no specifications call for NYSDOT to provide materials, equipment, labor or on-site inspection, unless agreed to in writing by the NYSDOT Regional Office,
  (use this bullet for projects that impact NHS or State roadways)
- and, the estimate accurately reflects the proposed work, is reasonable, and is broken into the appropriate shares.

(Stamp)

Signature of Responsible Designer

Print Name of Responsible Designer

Date: _____

Appendix 12-9 (Rev 9-2021)

AAP 14LL
(5/2021)

Appendix 12-10

DBE COMMITTMENT

Federal DBE Commitment and GFE Bid Requirements

Letting Date:

Proposer Name

Address:

PIN
Contract #
DBE Goal **% as Stated in the Advertisement**

We hereby submit a DBE commitment of % for the above-referenced project.

Identified below are the commitment(s) to certified* DBE's for this contract:

DBE Name:	Work Category*	Description of Work	DBE Credit % (A)	Commitment ($)	DBE Credit (AxB)
Example Company: Drainage R Us Address: 2543 Lexington Street, Troy, NY 12180	Construction	Closed Drainage Installation	100	$1,120,000	$1,120,000
Address:					
Address:					
Address:					
Address:					
Address:					
Address:					

Only submit DBE(s) that you have verified are certified to perform/supply the identified commitments. **Total Commitment:**

You are required to have firm commitments at the time of Letting. Within 5 calendar days of notification as apparent Low Bidder, you shall enter exactly (as shown) all of the DBE commitments identified here, into Equitable Business Opportunity Solution (EBO), NYSDOT's civil rights reporting software. No substitutions or reductions in commitments will be allowed without prior approval by the Sponsor, in accordance with NYSDOT Standard Specification §105-21.D.3.

NOTE: Bids may be submitted below the DBE Goal. If you do not meet the DBE Goal and are identified as apparent Low Bidder, you will be required to submit a Good Faith Effort package to the Sponsor, within 5 calendar days of notification.

*Key:

Work Categories:	DBE Credit %
Construction	100
Fabricator	100
Manufacturer	100
Material Supplier	60
Professional Service	100
Trucking Firm	100

Submitted By:

Enter Proposers Contact Information

Name:

Title:

Company Federal Tax ID XX-XXXXXXX

New York State
Department of Transportation

Local Projects Manual

Chapter 13

Civil Rights Requirements

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Acronyms

ADA	Americans with Disabilities Act	MBE	Minority Business Enterprise
ADP	Advance Detail Plans	M/WBE	Minority and Woman Business Enterprise
A&E	Architectural & Engineering	NYSDOL	New York State Department of Labor
CAM	Construction Administration Manual	NYSUCP	New York State Unified Certification Program
CFR	Code of Federal Regulations	NYSDOT	New York State Department of Transportation
DBE	Disadvantaged Business Enterprise	ODO	New York State Department of Transportation Office of Diversity and Opportunity
EBO	Equitable Business Opportunities	PEO	Presidential Executive Order
EEO	Equal Employment Opportunity	RLO	Responsible Local Official
EI	Engineering Instruction	RLPL	Regional Local Project Liaison
FHWA	Federal Highway Administration	SDVOB	Service-Disabled Veteran-Owned Business
GFE	Good Faith Effort	USDOJ	United States Department of Justice
HDM	Highway Design Manual	USDOL	United States Department of Labor
LEP	Limited English Proficiency	USDOT	United States Department of Transportation
LPM	Local Projects Manual	WBE	Woman- Business Enterprise

NOTE

This chapter has associated appendices and forms at: https://www.dot.ny.gov/plafap

The links for the words **highlighted** throughout this chapter (except LPM chapter references) can be found at the end of this chapter in **Section 13.15 References.**

13.1 INTRODUCTION

This chapter provides an overview of federal and state Civil Rights laws, rules, regulations, and presidential and gubernatorial executive orders for locally administered transportation projects. The New York State Department of Transportation (NYSDOT) policy ensures equal opportunity and prevents discrimination in all its activities. NYSDOT and project sponsors (denoted as "Sponsor[s]" hereafter) share this compliance responsibility in meeting federal and state Civil Rights law requirements on locally administered transportation projects. Various chapters within the Local Projects Manual (LPM), as well as NYSDOT's Standard Specifications, NYSDOT's Manual of Uniform Recordkeeping (MURK) Part 1A Construction Administration Manual (CAM), and the Highway Design Manual (HDM) provide additional Civil Rights functional guidance.

13.2 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Title VI of the Civil Rights Act of 1964 and related nondiscrimination statutes require recipients[1], including the NYSDOT, of federal financial assistance to ensure that no one is excluded from participation in, denied the benefits of, or subjected to discrimination based on race, color, or national origin in any federally assisted program and activity.

Per **23 CFR 200.9**[2], Sponsors that receive Federal Highway Administration (FHWA) funds through NYSDOT must have a Title VI Program subject to review and approval by NYSDOT. The Title VI Program's purpose is to prohibit discrimination and ensure nondiscrimination through policies, procedures, benefits and services, and regular program reviews. In addition, the Title VI Program requires Sponsors to specify how they will implement their Title VI responsibilities.

NYSDOT is required to perform formal annual compliance reviews of Sponsors receiving federal funds. Sponsors will be required to document their Title VI compliance through a NYSDOT audit review that includes an evaluation of how they administer their overall Title VI Program throughout all program areas.

Sponsors must summarize their efforts regarding how they monitor nondiscrimination in programs and activities that impact the public. The program areas include, but are not limited to:

- Planning
- Environment
- Project Development (Design)
- Right-of-Way

1 The term recipient is used to refer to an entity or entities that directly receive federal financial assistance from the United States Department of Transportation (USDOT) through the Federal Highway Administration (FHWA).

2 The term subrecipient is used to refer to an entity or entities that indirectly receive federal financial assistance from the USDOT through the FHWA. For consistency throughout this Manual, the term Sponsor(s) will be used to refer to subrecipient(s).

- Construction
- Maintenance
- Traffic Safety
- Research
- On-the-Job Training Programs

Sponsors have the option of:

- Adopting by a resolution **Appendices 13-1 through 13-4** of a Title VI Plan and applicable procedures, or
- Developing their own Title VI Plan with approval from **NYSDOT's Office of Diversity and Opportunity (ODO).**

Title VI prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.

13.2.1 Sponsor's Title VI Requirements

A Sponsor's Title VI Plan must have policies and procedures in place to ensure Title VI compliance. These policies include:

- Title VI Assurances (signed and dated),
- Nondiscrimination Policy Statement (signed and dated),
- Title VI Plan (signed and dated) that includes Limited English Proficiency (LEP) Plan,
- Americans with Disabilities Act (ADA) Transition Plan,
- Monitoring/Review Process, Data Collection, and Analysis of participants,
- Designated Title VI Coordinator and an outline of their responsibilities,
- Complaint Form, with applicable processes, procedures, and issue resolution process,
- Public Involvement Plan that includes Public Dissemination of Title VI Information, and
- Schedule of Title VI Training (with recorded dates and target audience).

The Sponsor's overall Title VI Plan (**Appendices 13-1 through 13-4**) must include all of the above areas. Each area must be addressed in its entirety.

Fillable forms for all required policies and procedures can be found on NYSDOT website.

13.2.1.1 Sponsor's Title VI Assurance

The Sponsor's Responsible Local Official (RLO) or designee must have a signed and dated Title VI Assurance in place. The Sponsor must ensure that all programs, policies, procedures, activities, services, and facilities are implemented and operated in a nondiscriminatory manner. Title VI Assurance is a shared responsibility for all involved in delivering federal and state-funded projects.

13.2.1.2 Sponsor's Nondiscrimination Policy Statement

The Sponsor must maintain a current Title VI/Nondiscrimination Policy Statement. The Statement must inform the public of the Sponsor's commitment to nondiscrimination in all programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability, or low-income status, or limited-English proficiency be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity administered by the Sponsor or the Sponsor's contractors/subcontractors whether it is federally assisted or not. The policy statement must be signed and dated by the RLO or designee. The Statement must include the following provisions:

- A commitment to the nondiscrimination provisions of Title VI,
- Disseminate Title VI information to the general public and publish where appropriate,
- Ensure Title VI provisions are in all contracts and subcontracts with subcontractors,
- Participate in training offered on Title VI and other nondiscrimination requirements,
- Extend subcontracting opportunities to Disadvantaged Business Enterprises (DBEs),
- Maintain current and accurate records that demonstrate and document Title VI compliance, including collecting racial and ethnic data on persons impacted,
- Appoint a Title VI/Nondiscrimination Coordinator with direct access to the RLO, and
- Develop a complaint process and take affirmative action to correct any deficiencies within a reasonable time.

13.2.1.3 Sponsor's Title VI Plan

Sponsors must develop and maintain a Title VI Plan that documents procedures for complying with Title VI Program requirements. Sponsors may use the Sample Title VI Template (**Appendix 13-1 through 13-4**) or develop their own. Sponsors that develop their template must submit the plan for approval to NYSDOT. The Sponsor must have procedures to review their processes and collect and analyze data.

13.2.1.4 Monitoring and Review Process

Sponsors must develop procedures for identifying and addressing potential discrimination or discriminatory practices within their departments/agencies. The Title VI Plan must include procedures on how the Sponsor's departments/agencies are monitored and reviewed for Title VI

compliance and outline procedures to eliminate and address discrimination and resolve deficiencies when non-compliance occurs. In addition, Sponsors administering federal and state aid contracts must monitor prime contractors, subcontractors, consultants, and sub-consultants for Title VI compliance.

13.2.1.5 Data Collection and Analysis

Sponsors must develop procedures for collecting statistical data (race, color, national origin, and sex) of participants in and beneficiaries of the Sponsor's programs. Collecting data helps New York State identify and prioritize problem areas and evaluate policies and programs' effectiveness to ensure nondiscrimination. The Title VI Plan must describe how the Sponsor plans to collect Title VI-related data on an ongoing basis.

13.3 LIMITED ENGLISH PROFICIENCY (LEP)

Presidential Executive Order 13166 "Improving Access to Services for Persons with Limited English Proficiency" contains two significant components. The first component is designed to improve enforcement and implementation of Title VI obligation to prohibit discrimination based on national origin. The obligation based on national origin includes prohibiting recipients (NYSDOT) and sub-recipients (Sponsors) of federal financial assistance from discriminating against individuals for whom English is not their first language by failing to provide meaningful access to services, programs, and activities for individuals who have LEP.

The second component requires all federal agencies to meet the same standards as federal financial assistance recipients and Sponsors in providing meaningful access for LEP individuals to federally funded programs. Sponsors and the federal government, based on available resources, must provide materials in other languages or interpreters at meetings when individuals have LEP.

Sponsors should consider the following measures to implement LEP strategies:

- Written translation of the Sponsor's vital documents,
- Language Implementation Plan,
- Bilingual staff for translation,
- Language needs assessments or efforts which consider:
- The number or proportion of LEP persons in the eligible service population,
- The frequency in which LEP individuals encounter the Sponsor's programs or activities, and
- The Program's importance, activity, or services provided by the Sponsor.

Outreach materials, including public meetings/hearings and announcements, *must* be available in languages the affected population understands. Public meetings and hearings should be held at both geographically and structurally accessible facilities. Efforts should be made to schedule public meetings and hearings that do not conflict with the impacted communities' work schedules

and should be held in facilities easily accessible by public transportation. Public meetings and hearing announcements should indicate that accommodations, to the extent possible, will be provided for individuals with disabilities and populations with LEP. If requested, spoken and sign language interpreters and alternately formatted materials should be provided at no cost.

Outreach materials, including public meeting/hearing announcements, *must* be available in languages the affected population understands.

13.4 ENVIRONMENTAL JUSTICE

Presidential Executive Order (EO) No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," directs each federal agency to identify and address, as appropriate, disproportionately high, and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations in the United States. **Title 23 CFR 450** requires States and Metropolitan Planning Organizations to seek out and consider the needs of those traditionally underserved by existing transportation systems, including, but not limited to, low-income and minority households. There are three fundamental environmental justice principles:

1. To avoid, minimize, or mitigate disproportionately high and adverse human health or environmental effects, including social and economic impacts, on minority populations and low-income populations.
2. To ensure all potentially affected communities' full and fair participation in the transportation decision-making process.
3. To prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority populations and low-income populations.

13.5 THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT (ADA)

As amended, Section 504 of the Rehabilitation Act of 1973 prohibits discrimination based on disability in any federally assisted program or activity. **Section 504**, codified in **49 CFR Part 27,** prohibits discrimination based on an individual's disability in transportation-funded programs, activities, and services receiving or benefiting from federal financial assistance from the USDOT via FHWA.

The Americans with Disabilities Act (ADA, 1990) is a broader civil rights statute that prohibits discrimination against people with disabilities in all areas of public life regardless of funding source. **Title II, 28 CFR Part 35** of the ADA pertains explicitly to state and local governments.

Sponsors must implement the following as part of their oversight responsibilities:

- Ensure that all departments are informed of their responsibilities to provide accessibility in their activities, programs, services, and facilities (i.e., department's public rights-of-way).
- Have a designated 504/ADA Coordinator responsible for coordinating Section 504/ADA compliance with all departments.
- Ensure the Sponsor and its sub-recipients apply appropriate accessibility standards to their transportation facilities as defined in NYSDOT's HDM.
- Ensure all complaints filed under Section 504 and/or the ADA are processed following established complaint procedures.
- Ensure that information in electronic format is accessible to people with disabilities.
- Provide public notice of the Sponsor's ADA provisions.
- Conduct self-evaluations.
- Ensure their ADA Transition Plan is in place and updated, as noted in their ADA Transition Plan. See **Section 13.5.3: ADA Transition Plan**.

The Sponsor must have a Designated ADA Coordinator .

13.5.1 Nondiscrimination

Title 49 CFR 27.7 requires a Sponsor's programs or activities that receive federal financial assistance when providing aid, benefits, services, activities, and public facilities to be accessible to persons with disabilities. The ADA requires public facilities and programs to be accessible regardless of the funding source. The Act also requires effective communication with persons with disabilities when Sponsors respond to their requests. Communication venues and media (public meetings, announcements, and publicity) must all be accessible. During project development, any public meetings or outreach shall comply with Title 49 requirements.

Regardless of where the funding comes from, all public facilities and programs must be accessible, per the ADA.

13.5.2 Self-Evaluation

Title 28 CFR 35.105 is the U.S. Department of Justice (USDOJ) Title II regulation that requires public entities, even if they do not receive federal funds, to evaluate their current policies, practices, programs, services, and activities and to make the self-evaluation available for public comment. In addition, the ADA Transition Plan Checklist, which can be found in **Appendix 13-2**, maybe used for self-evaluations.

Title 49 CFR 27.11 requires recipients (NYSDOT) and subrecipients (Sponsors) to conduct self-evaluations of policies, programs, practices, services, and activities for compliance with the ADA.

Self-evaluations are critical to improving your agency's processes.

13.5.3 ADA Transition Plan

Title 28 CFR 35.150(d)(1) requires "a public entity that employs 50 or more persons" to prepare an ADA Transition Plan identifying non-compliant pedestrian routes and facilities in the municipal Sponsor's public right-of-way. ADA Transition Plans shall include a plan and schedule for corrective action. Failure to create and maintain an ADA Transition Plan may result in an entity's ineligibility to receive federal funds.

If a public entity employs fewer than 50 persons, the entity needs to only conduct self-evaluations (see **Section 13.5.2**).

The ADA Transition Plan should include detailed information about the condition of the Sponsor's pedestrian-accessible route network, a list of the physical barriers that limit accessibility to its programs, activities, or pedestrian facilities, and the schedule to correct any non-compliance; this should include identifying the party responsible for implementing the corrective action to ensure all Sponsor facilities are accessible to individuals with disabilities. The Sponsor shall provide an opportunity for interested persons or organizations to participate in the development of the transition plan and a copy of the plan shall be made available for public inspection. For more information, refer to **28 CFR 35.150(d)(1), (3)(i-iv).**

The ADA Transition Plan Checklist (found in **Appendix 13-2**), the ADA Transition Plan (found in **Appendix 13-3**), and the ADA Proposed Work Plan and Schedule (found in **Appendix 13-4**, which are fillable forms) were developed to assist Sponsors in implementing their ADA Transition Plans. In addition, Sponsors are strongly encouraged to use the ADA Transition Plan Checklist located in Appendix 13-2 as a guide when preparing their own ADA Transition Plan.

NYSDOT has its own **ADA Transition Plan**, which includes an inventory of sidewalks and curb ramps alongside state-owned transportation infrastructure and a rating for accessibility of each. NYSDOT continues to update this inventory as it completes capital work at these locations and periodically refreshes the statewide list.

NYSDOT may construct sidewalks, curbs, and curb ramps alongside State highways located in Villages (**NYS Highway Law, Article 3, Section 46**), Towns (**NYS Highway Law Section 140**), and Cities (**NYS Highway Law, Article 12-B, Section 349-c**); however, under the statutory provisions granting NYSDOT such authority, respective Villages, Towns, and Cities are responsible for repairing and maintaining sidewalks, curbs, and curb ramps in their respective municipality. Maintenance includes both preventive and corrective maintenance. For further information, consult the applicable Highway Law Sections provided below.

When NYSDOT alters a State highway that provides pedestrian access, NYSDOT must design and construct the State highway in such a manner that a barrier to the usability of the streets by a protected class (individuals with disabilities) is not created or retained. See **28 CFR 35.150,**

35.151(b), 35.151(i). If NYSDOT does not alter the State highway, it remains the municipality's legal responsibility to comply with applicable ADA accessibility requirements.

A Sponsor's ADA Transition Plan shall include a list of locations with physical barriers that limit the accessibility of programs, activities, or services within its jurisdiction, including those identified alongside State highways. However, to ensure a clear understanding of anticipated and upcoming NYSDOT capital work, municipalities should discuss the State inventory and NYSDOT plans with the Regional Local Project Liaison (RLPL).

The Sponsor's completed ADA Transition Plan must be made available for public comment. For more information regarding ADA Transition Plans, contact the RLPL.

13.5.4 Design and Construction

Sponsors must comply with ADA accessibility standards for all facilities they construct, maintain, monitor, or upgrade. Compliance applies to all projects classified as new construction, reconstruction, rehabilitation, resurfacing, or repair, as well as any work undertaken by the Sponsor's forces. Therefore, access to existing and proposed pedestrian facilities in a public right-of-way must be provided. The applicability of design and construction standards is in **Chapter 9** of this manual.

The USDOJ and the FHWA clarified in the **2013 DOJ/DOT Joint Technical Assistance Informal Guidance Document** that "pavement alteration" activities require a Sponsor to address curb ramp compliance and distinguish between "pavement maintenance" activities that do not require such compliance. This guidance further clarifies this requirement stating that whenever a "pavement alteration" is made to a street, roadway, or highway, curb ramps must be provided at locations where curbs or other barriers restrict access to sidewalks or other pedestrian walkways. Examples of "pavement alterations" include:

- additions of new asphalt layers,
- in-place recycling,
- micro-surfacing/thin lift,
- mill and fill overlays,
- open-graded surface courses,
- cape seals,
- resurfacing,
- new construction,
- rehabilitation, and
- reconstruction.

Curb ramps and detectable warnings must be installed before or during the "pavement alteration" project.

Examples of "pavement maintenance" include:

- crack filling and sealing,
- surface sealing,
- chip seals,
- slurry seals,
- fog seals,
- scrub seals,
- joint crack seals,
- dowel bar retrofits,
- spot locations of high-friction surface treatments,
- diamond grinding, or
- pavement patching.

Structural changes to existing conditions must be clearly documented that they meet ADA standards.

See NYSDOT HDM Chapters 2, 7, and 18 and the DOJ/DOT Joint Technical Assistance Informal Question and Answer Supplemental for additional guidance.

13.6 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The Federal Aid Highway Act of 1968 (23 USC 140(a) and 23 CFR 230) ensures nondiscrimination in employment based on race, color, religion, sex, or national origin on any federally aided projects. Sponsors are required to include EEO provisions in all their federal aid construction contracts by physically including Form FHWA 1273, **Required Contract Provisions Federal Aid Construction Contract** in the contract proposal. EEO requirements are included in **Appendix 12-1**, **Chapter 14**, and **Chapter 15**.

Sponsors must identify employment goals for each specific contract; see **Chapter 12**. These goals are included in **Appendix 12-1**, which is included in the contract proposal. Contractors are required to submit workforce data to Sponsors during the performance of their construction contracts. Employees and work hours must be entered weekly in NYSDOT's civil rights reporting software **Equitable Business Opportunity (EBO)**. Sponsors must review EBO and compare the EEO Workforce Utilization Report to the certified payroll system. EEO goals and attainments are also monitored by both the RLPL and Sponsor. When the EEO goals are not met, the Contractor must provide Good Faith Effort (GFE) documentation to the Sponsor. GFE are action-oriented steps taken to show that all concrete, tangible, result-oriented efforts were exhausted through all reasonable means to comply with affirmative action hiring of the contract EEO goals.

Minority and female workforce participation goals must be maintained on a month-to-month basis or GFE needs to be provided.

13.7 APPRENTICESHIP AND TRAINING PROGRAMS

Training is a Civil Rights activity that may address the under-utilization of minorities, females, and economically-disadvantaged persons in highway construction and engineering contracts. The Sponsor must include **Item 691 Training and Apprenticeship Requirements** if the construction cost is estimated above $5 million. If the construction cost is below $5 million and there is an opportunity for training, the 691 Training items can be included.

An apprenticeship training program must be registered with the **NYS Department of Labor (NYSDOL)** and approved by NYSDOT. Only FHWA-approved On-the-Job Training programs or NYSDOL/U.S. Department of Labor (USDOL) registered apprenticeship programs may be used to fulfill training requirements. The review process and approval process are extensive; therefore, appropriate time should be allocated for the approval process. Sponsors should coordinate training program activities with their RLPL.

The training item can be waived if all parties agree that the project has no meaningful and effective training.

Per EI 21-014, training requirements may be waived. If the construction cost is below $5 million, the Sponsor may submit a waiver request, which must be documented in the PS&E submission.

13.8 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

Title 49 CFR 26.45 requires NYSDOT to submit a programmatic DBE Plan to the USDOT. Therefore, Sponsors must use NYSDOT's approved DBE Plan.

Only firms certified through the New York State Unified Certification Program (NYSUCP) as DBEs may be used to accomplish DBE participation goals set on federal aid contracts. The **NYSUCP DBE Directory** is the sole resource for identifying DBEs. Firms not certified as DBEs may apply for certification online with any of the four Certifying Partners listed on the Directory's home page. NYSDOT's DBE Certification Unit assists with DBE Certification. NYSDOT does not pre-qualify nor recommend firms for participation.

DBE firms must be certified at the time of project award.

13.8.1 DBE Contract Requirements / Establishing DBE Goals

13.8.1.1 Consultant and Professional Services

13.8.1.1.1 Architectural & Engineering (A&E) Consultant Contracts

All federally aided A&E consultant contracts must encourage DBE participation. The RLO's Project Manager or designee shall monitor DBE participation as the project progresses. The prime consultant shall report attainment data to the Sponsor each time a payment request is submitted using EBO. For more information about consultant selection procedures, see **LPM Chapter 6**.

13.8.1.1.2 Non-Architectural & Engineering (Non-A&E) Consultant Contracts

For non-A&E contracts such as real estate, legal, accounting, auditing, and public relations, the Sponsor, in coordination with the RLPL and NYSDOT's Office of Diversity and Opportunity (ODO), will determine the DBE goal during the final stages of drafting the Request for Proposals. This goal is based on the value of the contract, the type of work involved that could be subcontracted, and the availability of DBE to accomplish the work. Payment data shall be reported by the prime consultant to the Sponsor, utilizing the EBO system each time a payment is made.

13.8.1.2 Construction Contracts

The Sponsor or their designee will ensure that the construction contract includes participation goals in accordance with NYSDOT's current **DBE Program Plan**. The DBE Program Plan is approved by FHWA and establishes contract goals by geographic location and project work type. To set the DBE goal, use the following documents:

- Table of Construction Contract Groups,
- Multi-Regional (Market Area) Map,
- Baseline DBE Goal Selection Chart, and
- The assessment portion of the Construction Contract DBE Goal Assessment Form.

These forms and instructions can be found on **NYSDOT's Civil Rights website**.

13.8.2 DBE Goal Assessment Process

The Sponsor may request a modification of the DBE goal. To implement a modification to the DBE goal to either increase, reduce, or be exempt during final design, the Sponsor is required to complete the DBE Goal Assessment Form. For example, increases might be appropriate for those projects with additional opportunities for DBE participation due to the project's variety of operations or magnitude. Conversely, a reduction or exemption could be sought for projects with no significant DBE participation opportunities, perhaps due to being specialized in nature with few pay items. The Sponsor must submit the **DBE Goal Assessment Form** to the RLPL before contract document review and approval, but preferably after authorization of Detailed Design. Refer to **HDM Chapter 21**, "Contract Plans, Specifications, and Estimates," or **NYSDOT's Civil Rights website**.

Approved revisions to the DBE goal must be included in the project's advertisement, contract proposal, and contract (see LPM Chapter 14 for guidance).

A DBE goal assessment must be performed at ADP to ensure the goals are appropriate to the project.

13.8.3 DBE Goal and Good Faith Efforts (GFE) Documentation

The Sponsor or their designee must set the goal, monitor, and report on a contract's DBE participation. If the goal is not met, the Sponsor must collect documentation of good faith efforts demonstrated by the contractor. Further details on setting DBE goals can be found in LPM Chapter 12; details on GFE documentation can be found in LPM Chapter 14 and LPM Chapter 15 and NYSDOT's MURK Part 1A CAM Section 102-12.

Sponsors must work with NYSDOT staff to ensure data and process quality throughout the project delivery and construction processes. In addition, NYSDOT requires civil rights reporting through the EBO software to monitor construction contract payments, DBE goals, DBE commitments, and DBE attainments. Further details on EBO can be found in LPM Chapter 14.

GFE must show concrete, tangible, result-oriented efforts were taken to meet the goal.

13.8.4 NYS Executive Order 162 Ensuring Pay Equity

NYS EO 162, Ensuring Pay Equity by State Contractors" issued in January 2017, is intended to help assure State laws are being complied with by requiring contractors and consultants to provide documentation demonstrating whether women are being paid the same salaries as men for work being performed. Refer to Standard Specifications §107-16 and LPM Chapter 15 for more information.

This reporting requirement applies to every individual who is paid in conjunction with the contract.

13.9 PROMPT PAYMENT

The Sponsor is responsible for ensuring all consultants and contractors comply with the prompt payment contract requirements in 49 CFR 26.29. These requirements must be included in the Sponsor's contract specifications. In addition, the Sponsor is responsible for quality control monitoring of prompt payments using EBO, with the RLPL providing quality assurance monitoring and enforcement.

While 49 CFR 26.29 requires payment to subcontractors within thirty (30) days, New York State and General Municipal Laws are more stringent. Specifically, NYS Finance Law Article 9, Section 139-f(2), and NYS General Municipal Law, Article 5-A, Section 106-b(2) require prime consultants and contractors to pay their subconsultants/contractors and their various vendors within seven (7) calendar days of receipt of payment from the public owner. Refer to Standard Specifications 109-07 and LPM Chapter 15 for more information.

The Sponsor may withhold future payment to the Contractor, per their Contract, until prompt payment issues are resolved by the Contractor.

13.10 FEDERAL REPORTING REQUIREMENTS

Consultants and contractors must submit data to Sponsors using NYSDOT's Civil Rights reporting software, EBO. Sponsors are required to ensure that consultants and contractors submit timely, accurate, and complete data. It enables NYSDOT to submit to the FHWA timely, accurate, and complete federal reports that include all federally aided contracts in New York State. A Sponsor's failure to ensure timely, accurate, and complete reporting of Civil Rights data may result in a loss or delay of federal aid. All data must be entered before final project acceptance by the Sponsor.

13.11 CONTRACT COMPLIANCE REVIEWS

Sponsors must conduct Civil Rights monitoring on all construction contracts. In addition, the Sponsor may be directed to perform a comprehensive construction contract compliance review per 23 CFR 230 Subpart D. The procedure and forms for the construction contract compliance review process are in NYSDOT's MURK Part 1A CAM Section 98.

NYSDOT's ODO annually completes a compliance review of Sponsors who were recipients of federal aid. The ODO analysts will contact the Sponsor via telephone and follow up with a letter. In addition, the appropriate RLPL will be provided with additional information on the review. Compliance Reviews not only cover a specific project but evaluate the Sponsor's internal compliance processes and procedures.

13.12 FINAL REPORTS—CONTRACT CLOSE-OUT

Sponsors must ensure that all required Civil Rights data for federally funded and state-funded projects are in EBO before the State-Local Agreement's close-out. Failure to provide timely, accurate, and complete data may jeopardize reimbursement and future aid.

13.13 CIVIL RIGHTS REQUIREMENTS ON STATE-FUNDED (NON-FEDERAL AID) PROJECTS

13.13.1 Minority and Women-Owned Business Enterprises (M/WBE) Program and Service-Disabled Veteran-Owned Business (SDVOB) Program

The requirements of New York State Executive Law Article 15-A, Article 3 of the Veteran Services Law, and the regulations promulgated under 5 NYCRR 140-145 and 9 NYCRR 252.2 apply to all state-funded projects. Sponsors shall comply with these laws, rules, regulations, gubernatorial executive orders, and the M/WBE and SDVOB Program requirements.

All contracts entered into by the Sponsor in furtherance of state-issued, non-federally aided funds must be assessed to determine appropriate M/WBE/SDVOB goals derived from NYSDOT's Agency M/WBE and SDVOB Goal Plans. For detailed information on goal setting, Goal

Assessment, Good Faith Effort Documentation, and Goal Waiver Requests for M/WBE see **Appendix 13-5**; for SDVOB, see **Appendix 13-6**; and for GFE, see **Appendix 13-7**.

13.14 NON-COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

By signing the State-Local Agreement, the Sponsor becomes contractually obligated to ensure all federal and state Civil Rights laws, rules, regulations, and federal and state executive orders are adhered to in contracts with its consultants and contractors. Failure by the Sponsor to carry out its responsibilities under and comply with federal and state civil rights requirements may result in a loss of federal or state aid.

13.15 REFERENCES, CHAPTER 13.0 CIVIL RIGHTS REQUIREMENTS

TITLE	LINK
FEDERAL LAWS & REGULATIONS	
23 USC § 140(a), Nondiscrimination	https://www.govinfo.gov/content/pkg/USCODE-1995-title23/html/USCODE-1995-title23-chap1-sec140.htm
42 USC § 2000d, Title VI of the Civil Rights Act	https://www.govinfo.gov/content/pkg/USCODE-2008-title42/pdf/USCODE-2008-title42-chap21-subchapV.pdf
23 CFR § 200.9, State Highway Agency Responsibilities	https://www.govinfo.gov/content/pkg/CFR-2008-title23-vol1/xml/CFR-2008-title23-vol1-sec200-9.xml
23 CFR § 230, External Federal Highway Programs	https://www.govinfo.gov/content/pkg/CFR-1999-title23-vol1/xml/CFR-1999-title23-vol1-part230.xml
23 CFR § 230.111, Implementation of Special Requirements for the Provision of On-the-Job Training	https://www.govinfo.gov/content/pkg/CFR-2011-title23-vol1/xml/CFR-2011-title23-vol1-sec230-111.xml
23 CFR § 450, Planning Assistance and Standards	https://www.govinfo.gov/content/pkg/CFR-2004-title23-vol1/xml/CFR-2004-title23-vol1-part450.xml
28 CFR § 35.105, Self-evaluation	https://www.govinfo.gov/content/pkg/CFR-2011-title28-vol1/xml/CFR-2011-title28-vol1-sec35-105.xml
28 CFR § 35.150(d)(1), Transition Plan	https://www.govinfo.gov/content/pkg/CFR-2010-title28-vol1/xml/CFR-2010-title28-vol1-sec35-150.xml
28 CFR § 35.151, New Construction & Alterations	https://www.govinfo.gov/content/pkg/CFR-2010-title28-vol1/xml/CFR-2010-title28-vol1-sec35-151.xml
49 CFR § 26, Disadvantaged Business Enterprises (DBE)	https://www.govinfo.gov/content/pkg/CFR-2011-title49-vol1/xml/CFR-2011-title49-vol1-part26.xml
49 CFR § 26.29, What prompt payment mechanisms must recipients have?	https://www.govinfo.gov/content/pkg/CFR-1999-title49-vol1/xml/CFR-1999-title49-vol1-sec26-29.xml
49 CFR § 26.45, How do recipients set overall goals?	https://www.govinfo.gov/content/pkg/CFR-2009-title49-vol1/xml/CFR-2009-title49-vol1-sec26-45.xml
49 CFR § 27.7, Discrimination Prohibited	https://www.govinfo.gov/content/pkg/CFR-2011-title49-vol1/xml/CFR-2011-title49-vol1-sec27-7.xml
49 CFR § 27.11, Remedial and Voluntary Actions and Compliance Planning	https://www.govinfo.gov/content/pkg/CFR-1998-title49-vol1/xml/CFR-1998-title49-vol1-sec27-11.xml

TITLE	LINK
Title VI of the Civil Rights Act of 1964	https://www.fhwa.dot.gov/civilrights/programs/title_vi
FEDERAL LAWS & REGULATIONS	
The Federal Aid Highway Act of 1968	https://www.govinfo.gov/content/pkg/STATUTE-82/pdf/STATUTE-82-Pg815.pdf
Section 504 of the 1973 Rehabilitation Act	https://www.dol.gov/agencies/oasam/centers-offices/civil-rights-center/statutes/section-504-rehabilitation-act-of-1973
Americans with Disabilities Act of 1990 (ADA)	https://www.ada.gov/ada_intro.htm
Presidential Executive Order (EO) 12898	https://www.epa.gov/laws-regulations/summary-executive-order-12898-federal-actions-address-environmental-justice
Presidential Executive Order (EO) 13166	https://www.justice.gov/crt/executive-order-13166
STATE LAWS & REGULATIONS	
5 NYCRR 140-145, M/WBE Program	https://cdn.esd.ny.gov/MWBE/Data/01282015_OFFICIAL_COMPILATION_OF_MWBE_REGS.pdf
9 NYCRR 252.2, SDVOB Program	https://govt.westlaw.com/nycrr/Document/Ie852974522121 1e4a6bf0000845b8d3e?listSource=Search&contextData= %28sc.Search%29&list=NYREGULATION_PUBLICVIEW& rank=5&transitionType=Default
Veteran services Law Article 3, SDVOB	https://law.justia.com/codes/new-york/2022/vet/article-3/
NYS Executive Law Article 17-B, SDVOB Program	https://portal.nyserda.ny.gov/servlet/servlet.FileDownload?file=00Pt0000004FykREAS
NYS Executive Order 162, Ensuring Pay Equity	https://www.governor.ny.gov/sites/default/files/atoms/files/EO_162.pdf
NYS Highway Law, Article 3, § 46, State Highways in Villages	https://www.nysenate.gov/legislation/laws/HAY/46
NYS Highway Law, Article 3 § 140, State Highways in Towns	https://codes.findlaw.com/ny/highway-law/hay-sect-140.html
NYS Highway Law, Article 12-B, § 349-C, State Highways in Cities	https://www.nysenate.gov/legislation/laws/HAY/349-C
NYS Finance Law, Article 9, § 139-f(2), Payment on Public Work Projects	Legislation | NY State Senate (nysenate.gov)

TITLE	LINK
NYS General Municipal Law, Article 5-A, Section 106-b, Payment on Public Works Projects	https://www.nysenate.gov/legislation/laws/GMU/106-B
NYSDOT POLICIES, PROCEDURES, & GUIDANCE	
ADA Transition Plan	https://www.dot.ny.gov/programs/adamanagement/ada-transition-plan
DBE Certification Program	https://www.dot.ny.gov/main/business-center/civil-rights/general-info/dbe-certification
NYSDOT Contract Administration Manual, Section 98	https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information/murk_1a\
NYSDOT Standard Specifications	https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc/usc-repository/2022_1_specs_usc_vol1.pdf
NYSDOT Highway Design Manual, Chapter 21	https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm/chapter-21
NYSDOT DBE Plan	https://www.dot.ny.gov/main/business-center/civil-rights2/civil-rights-repository/Tab/DBE%20Program%20Plan%202019%20Final%20%20121719.pdf
NYSDOT's M/WBE Plan	https://www.dot.ny.gov/main/business-center/civil-rights/mwbe-program
NYSDOT's SDVOB Plan	https://www.dot.ny.gov/main/business-center/civil-rights/sdvob-program
NYSDOT Title VI Plan	https://www.dot.ny.gov/main/business-center/civil-rights/title-vi-ej
NYSDOT Engineering Instruction, EI 21-014	https://www.dot.ny.gov/portal/pls/portal/mexis_app.pa_ei_eb_admin_app.show_pdf?id=13988
Title VI Nondiscrimination Plan	https://www.dot.ny.gov/main/business-center/civil-rights/title-vi-ej
ADDITIONAL RESOURCES	
DOJ/DOT Joint Technical Assistance Informal Question and Answer Supplemental	https://www.ada.gov/doj-fhwa-ta-supplement-2015.html
The NYSUCP DBE Directory	https://nysucp.newnycontracts.com/

New York State
Department of Transportation

Local Projects Manual

Chapter 13

Civil Rights Requirements

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TITLE VI PLAN

THE (MUNICIPALITY TYPE)

OF (NAME OF MUNICIPALITY) **(Sponsor)**

NOTE

Note: Wherever the terms "Name of Municipality," "Municipality name," "Municipality's," and "Municipality" occur throughout this document, it refers to the Sponsor indicated on this Cover Page.

Appendix 13-1: Standard Title VI/Non-Discrimination Assurances

The ***Municipality*** (herein referred to as the "Municipality"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the US Department of Transportation (DOT), through the ***New York State Department of Transportation (NYSDOT)***, is subject to and will comply with the following:

Statutory/Regulatory Authorities

Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.,* 78 stat. 252) (prohibits discrimination on the basis of race, color, or national origin).

- 49 CFR Part 21 (entitled Nondiscrimination In Federally Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act Of 1964.)
- 28 CFR Section 50.3 (US Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policies, memoranda, and/or guidance, the Municipality hereby gives assurance that it will promptly take any measures necessary to ensure that:

> "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the NYSDOT."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general assurances, the Municipality agrees with and gives the following Assurances with respect to its Federally assisted (Name of Appropriate Program):

1. The Municipality agrees that each "activity," "facility," or "program," as defined in§§ 21.23 (b) and 21.23 (e) of 49 CFR § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Municipality will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all (**Insert Name of Appropriate Program**) and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The **Municipality**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC.§§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Municipality will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Municipality will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Municipality.

5. The Municipality receives Federal financial assistance to construct a facility or part of a facility; the assurance will extend to the entire facility and facilities operated in connection therewith.

6. Where the Municipality receives Federal financial assistance in the form of the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

7. The Municipality will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Municipality with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and,

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. This Assurance obligates the Municipality for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the Municipality or any transferee for the longer of the following periods:

    a. The period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits; or

    b. The period during which the Municipality retains ownership or possession of the property.

9. The Municipality will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Municipality agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the ***Municipality*** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the NYSDOT's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews and/or complaint investigations conducted by NYSDOT. You must keep records, and reports and submit the material for review upon request to NYSDOT or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements prescribed by law or detailed in program guidance.

The ***Municipality*** gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the US Department of Transportation under the **(Insert Name of Appropriate Program)**. This ASSURANCE is binding on the ***Municipality,*** other recipients, sub-recipients, sub-grantees, contractors, subcontractors, and their subcontractors, transferees, successors in interest, and any other participants in the **(Insert Name of Appropriate Program)**. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Municipality.

_____

(Name of Municipality)

_____

(Print Name)

by _____

(Signature of Responsible Local Official or designee)

DATED _____

Appendix 13-1: Title VI Nondiscrimination Policy Statement

It is the ***Municipality's*** (herein referred to as the "Municipality"), policy to prevent and eliminate discrimination in all its operations and services as well as all aspects of employment. All Departments, Divisions, Offices, and Bureaus will plan, develop, and implement their programs and activities so that no person is subjected to unlawful discrimination based on race, color, or national origin.

This policy fully incorporates throughout all of ***the Municipality's*** operations the requirements of applicable State and Federal laws, and executive orders to prohibit discriminatory practices, procedures, and policies. All administrators, managers, supervisors, and employees are directed to comply with these laws and orders.

The ***Municipality*** is committed to maintaining an agency that recognizes and values every person's inherent worth and dignity; fosters tolerance, sensitivity, understanding, and mutual respect among its members; and encourages each individual to strive to reach their own potential.

This policy will be placed on all of the ***Municipality's*** bulletin boards and made available to all organizations and entities doing business with the ***Municipality***. Any complaints involving allegations of discrimination should be sent to **Municipal Title VI Coordinator Name**, including contact information.

Related Policy and Authoritative Sources

New York State Laws

- **New York State Human Rights Law Article 15 (1945)** – Guarantees Nondiscrimination in the State of New York on the basis of race, creed, color, national origin, sex, marital status, age, disability, and or sexual orientation.
- **New York State Law Article 15-A (1988) -** An act to amend the executive law and the state finance law in relation to participation by minority group members and women with respect to state contracts.
- **New York State Law Article 17-B (2014)** – An Act to amend the executive law to expand opportunities for service-disabled veteran-owned business enterprises.
- **Sexual Orientation Non-Discrimination Act (2003)** – This Act amends the Executive Law to include sexual orientation.

New York State Executive Orders

- **Executive Order 2** – authorized the continuation of certain prior Executive Orders related to equal opportunity and Nondiscrimination in all State programs.
- **Executive Order No. 6** – Insures equal employment opportunities for minorities, women, disabled persons, and Vietnam-era Veterans in State government. The order clarifies and expands the President of the Civil Service Commission's power and the Governor's

Executive Committee for Affirmative Action to ensure that agencies develop and implement effective affirmative action plans.

- **Executive Order 162** – assures that State laws are being complied with by requiring contractors and consultants to provide documentation demonstrating whether women are being paid the same salaries as men for work being performed.

Federal Laws and Executive Orders

- **Civil Rights Act of 1964** – Prevents discrimination in federally assisted programs; provides relief against discrimination in public accommodations; protects constitutional rights in public facilities and public education; enforces the constitutional right to vote. Title VI – prohibits discrimination based on race, color, or national origin in programs and activities receiving federal financial assistance. Title VII, as amended by the Equal Employment Opportunity Act of 1972 – Makes it unlawful to discriminate in employment practices on the basis of race, color, religion, sex, or national origin.
- **Section 503 of the Rehabilitation Act of 1973** – Prohibits discrimination on the basis of physical or mental disability in every federally assisted program or activity in the country.
- **Age Discrimination Act of 1975** – Prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- **Civil Rights Restoration Act of 1988** – Specifies that recipients of federal funds must comply with civil rights laws in all areas, not just in a program or activity that receives federal funding. It applies to all federal laws.
- **Americans with Disabilities Act (ADA) of 1990** – Federal Law prohibiting discrimination against people with disabilities in employment, public access to services, transportation, public accommodations, and telecommunications services.
- **Civil Rights Act of 1991** – Provides appropriate remedies for intentional discrimination and unlawful harassment in the workplace; codifies the concepts of "business necessity" and "job-related," confirms statutory authority, and provides statutory guidelines for the adjudication of disparate impact suits under Title VII of the Civil Rights Act of 1964; expands the scope of relevant civil rights statutes in order to provide adequate protection to victims of discrimination. The Act provides compensatory and punitive damages and jury trials in sex, religion, and disability bias cases.
- **Executive Order No. 162** – Ensures fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies.
- **Executive Order No. 11246** – Prohibits contractors and sub-contractors doing business with the Federal Government from discriminating in employment because of race, color, religion, or national origin. Employers are required to take affirmative action in employment activities, including hiring, promotion, transfers, training, and minorities and women.

- **Executive Order No. 12898** - Seek to avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations, and to ensure full and fair participation by all potentially affected communities in the transportation decision-making process. Further, it directs recipients of federal funds to identify and address, as appropriate, disproportionately high, and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations in the United States.
- **Executive Order No. 11375** - Prohibits contractors and sub-contractors doing business with the Federal Government from discriminating in employment because of sex. Employers are required to take affirmative action in employment activities, including hiring, promotion, transfers, training, and minorities and women.
- **Executive Order No. 13166** - Prohibits discrimination based on national origin federal agencies, recipients and subrecipients of federal financial assistance.

_____

(Print Name)

_____ _____

(Responsible Local Official or designee) *(Date)*

Appendix 13-1: APPENDIX A, For Contractors, Subcontractors, Suppliers, and Manufacturers

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 (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the US Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination**: The contractor, with regard to the work performed during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices, when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part *21*.
3. **Solicitations for Subcontracts, 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 will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Municipality or the **(Insert Title of Modal Operating Administration)** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Municipality or the **(Insert Title of Modal Operating Administration)**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Municipality will impose such contract sanctions as it or the **(Insert Title of Modal Operating Administration)** may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the contractor under the contract until the contractor complies; and/or
    b. Canceling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Municipality, or the **(Insert Title of Modal Operating Administration)** may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided that if the contractor becomes involved in or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request **the *Municipality*** enter into such litigation to protect the interests of the **the *Municipality*** and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Appendix 13-1: APPENDIX B, Clauses for Deeds Transferring United Property

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the US Department of Transportation as authorized by law and upon the condition that the ***Municipality*** will accept title to the lands and maintain the project constructed thereon in accordance with **(Insert Name of Appropriate Legislative Authority)**, the Regulations for the Administration of **(Insert Name of Appropriate Program)**, and the policies and procedures prescribed by the **(Insert Title of Modal Operating Administration)** of the US Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, US Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the US Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC §2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ***Municipality*** all the right, title and interest of the US Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the ***Municipality*** and its successors forever, subject, however, to the covenants, conditions, restrictions, and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the ***Municipality,*** its successors and assigns.

The ***Municipality,*** in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed, and (2) that the ***Municipality*** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, US Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally-assisted programs of the US Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the US Department of Transportation and its assigns as such interest existed prior to this instruction].*

*(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to clarify the purpose of Title VI.)*

Appendix 13-1: APPENDIX C, Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the ***Municipality*** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event, facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a US Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of a breach of any of the above Nondiscrimination covenants, *the* ***Municipality*** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of a breach of any of the above Nondiscrimination covenants, the ***Municipality*** will have the right to enter or re-enter the lands and facilities thereon. The above-described lands and facilities will thereupon revert to and vest in and become the absolute property of the **(Insert Title of Recipient)** and its assigns. *

*(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to clarify the purpose of Title VI.)*

Appendix 13-1: APPENDIX D, Clauses in the Event of a Breach of Any of the Above Nondiscrimination Covenants

CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by ***Municipality*** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of a breach of any of the above Nondiscrimination covenants, (***Municipality)*** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued*.

C. With respect to deeds, in the event of a breach of any of the above Non-discrimination covenants, (***Municipality)*** will thereupon revert to and vest in and become the absolute property of ***(Municipality)*** and its assigns*.

*(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to clarify the purpose of Title VI.)*

Appendix 13-1: APPENDIX E, Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, or national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects),
- Federal-Aid Highway Act of 1973, (23 USC § 324 *et seq.),* (prohibits discrimination on the basis of sex),
- Section 504 of the Rehabilitation Act of 1973, (29 USC § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27,
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.),* (prohibits discrimination on the basis of age),
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex),
- The Civil Rights Restoration Act of 1987 (PL 100-259) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not),
- Titles II and III of the Americans with Disabilities Act, prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38.
- The Federal Aviation Administration's Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, creed, color, national origin, and sex),
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations,
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, provides that national origin discrimination includes discrimination based on an individual's limited English

proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100),

- AS AMENDED, Title IX of the Education Amendments of 1972 prohibits discrimination based on sex in education programs or activities (20 USC 1681 et seq).

Appendix 13-1: Limited English Proficiency (LEP) Plan

NAME OF MUNICIPALITY

Optional: Attach Organization Seal or Logo Here

_____

(*Print Name*)

Signed by: _____

(Select Official)

Date:

E-Mail Address:

Telephone Number:

Limited English Proficiency (LEP)

This Limited English Proficiency Plan has been prepared to address the **(Insert Name of Municipality)** (herein referred to as the "Municipality"), and its' responsibilities as a subrecipient of federal financial assistance related to the needs of individuals with limited English proficiency. The Plan has been prepared according to Title VI of the Civil Rights Act of 1964, 42 USC 2000d, et seq., and its implementing regulations, which state that no person shall be subjected to discrimination based on race, color, or national origin.

Executive Order 13166, titled *Improving Access to Services for Persons with Limited English Proficiency,* states that differing treatment based upon a person's inability to speak, read, write, or understand English is a type of national origin discrimination covered under Title VI. It directs each federal agency (e.g., FHWA) to publish guidance for its respective recipients (e.g., NYSDOT), clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies that receive federal funds and extends to its sub-recipients.

Plan Summary

The ***Municipality*** has developed this *Limited English Proficiency Plan* to help identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access services provided by the Municipality. As defined by Executive Order 13166, LEP persons do not speak English as their primary language and have limited ability to read, speak, write, or understand English. This plan outlines how to identify a person who may need language assistance, how assistance may be provided, staff training required, and notification to LEP persons regarding assistance availability. For detailed guidance regarding LEP, see **NYSDOT's LEP Plan**.

In order to prepare this plan, the ***Municipality*** used the Federal Highway Administration (FHWA) Four-Factor LEP analysis:

1. The number or proportion of LEP persons in the service area whom the the ***Municipality*** may serve.
2. The frequency with which LEP persons come in contact with the ***Municipality*** services.
3. The nature and importance of services provided by the ***Municipality*** to the LEP population.
4. The interpretation services available to the ***Municipality*** and overall cost to provide LEP assistance. A summary of the results of the four-factor analysis is found in the following section.

Meaningful Access: Four-Factor Analysis

1. **The number or proportion of LEP persons in the service area who may be served or are likely to require *Municipality* services**

The ***Municipality*** staff reviewed the American Community Survey 5-Year Estimates for New York State and determined that:

a. _____ individuals in ***Municipality*** service area comprising _____% of the population] speak a language other than English,

b. Of those, _____ individuals have limited English proficiency; that is, they speak English less than "very well" or "not at all." It is only _____% of the overall population in the service area,

c. In the (Insert Name of Municipality)service area, of those persons with limited English proficiency:

- _____% speak German
- _____% speak Spanish
- _____% speak African languages
- _____% speak Chinese
- _____% speak Serbo-Croatian
- _____% speak Scandinavian
- _____% speak Japanese
- _____% speak Russian
- _____% speak other Indic languages
- _____% speak Vietnamese
- _____% speak French
- _____% speak Tagalog
- _____% speak other Slavic languages
- _____% speak Arabic, Indo-European languages
- _____ % speak Native North American Languages

- _____ % speak Korean
- _____% speak Haitian Creole
- _____% speak Italian
- _____% speak Bengali
- _____% speak Polish
- _____% speak Yiddish
- _____% speak all other languages

2. **The frequency with which LEP persons come in contact with the *Municipality* services**

   The ***Municipality*** reviewed the frequency with which their staff has, or potentially has, contact with LEP persons. It includes documenting phone inquiries or office visits.

   a. To date, the ***Municipality*** has had _____requests for interpreters and _____ requests for translated program documents as follows: (Provide details here) OR

   b. The ***Municipality*** and other staff have had minimal contact with LEP persons.

3. **The nature and importance of services provided by the *Municipality* to the LEP population**

   a. There is no large geographic concentration of any LEP individuals in the service area of ***Municipality.*** The overwhelming majority of the population, _____%, speaks only English. As a result, few social, service, or professional and leadership organizations within the ***Municipality*** service area focus on outreach to LEP individuals.

   b. The ***Municipality*** (Insert Department Name) staff is most likely to encounter LEP individuals through office visits, phone conversations, notifications from department staff regarding the results of service delivery, and attendance and participation at public meetings.

4. **The resources available to the *Municipality* and overall cost to provide LEP assistance**

   The ***Municipality*** reviewed its available resources that could be used to provide LEP assistance and inventoried its documents to determine which are suitable for

translation if the need arises.

The ***Municipality*** contacted local citizens and organizations willing to provide voluntary language translation and interpretation services if needed within a reasonable time period. Other language translation options could be provided by bilingual staff or by telephone from a professional interpretation service for which the ***Municipality*** would pay a fee.

LANGUAGE ASSISTANCE

A person who does not speak English as their primary language and has a limited ability to read, write, speak, or understand English may be a Limited English Proficient person and may be eligible for language assistance with respect to ***Municipality*** services. Language assistance can include interpretation (that means oral or spoken transfer of a message from one language into another) and translation (the written transfer of a message from one language into another).

The ***Municipality's*** staff can identify an LEP person in need of language assistance by:

- Posting notices of the LEP Plan and the availability of interpretation or translation services free of charge in languages LEP persons would understand.
- Providing ***Municipality*** staff with language identification cards to identify the language interpretation services needed if the occasion arises.
- Periodically surveying ***Municipality,*** staff regarding their interaction with LEP persons during the previous period (e.g., quarterly, semi-annually, and annually).
- Greeting participants at the ***Municipality***-sponsored informational meeting or event. Conversational interaction with participants can help determine LEP needs for future events.

Language Assistance Measures

Although there is a very low percentage of LEP individuals in the ***Municipality*** service area (i.e., persons who speak English less than "very well" or "not at all,") the ***Municipality*** will take the following actions:

1. The ***Municipality*** staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English.
2. The following resources will be available to accommodate LEP persons:
   - Volunteer Spanish language interpreters will be provided within a reasonable time.
   - Language interpretation services for all other languages will be accessed through a professional telephone interpretation service.

STAFF TRAINING

The information below will be disseminated to staff. Training opportunities on these topics also will be provided:

- Title VI Policy and LEP responsibilities
- Description of language assistance services offered to the public
- Proper use of interpreter service provider's language identification cards
- Documentation of language assistance requests
- Handling of Title VI/LEP complaints

All contractors or subcontractors performing work for the ***Municipality*** must follow the Title VI/LEP guidelines.

TRANSLATION OF DOCUMENTS

The ***Municipality*** weighed the cost and benefits of translating documents for potential LEP groups. Considering the expense of translating documents, the likelihood of frequent changes in documents, and other relevant factors, the ***Municipality*** has determined that it is an unreasonable burden to translate documents at this time.

Due to the very small LEP population, the ***Municipality*** does not have a formal outreach procedure. _____ [Enter year here]. Translation resources have been identified and are limited in this region. However, if the need arises to conduct outreach to LEP individuals, the ***Municipality*** will consider the following options:

- When staff prepares documents or schedules public meetings whose audience is expected to include LEP individuals, the ***Municipality*** will provide meeting notices, flyers, and agendas in the appropriate non-English language(s).
- ***Municipality*** will assess requests to translate documents based on the potential effect and known LEP population.

MONITORING

Monitoring and Updating the LEP Plan – The ***Municipality*** will update the LEP Plan as required. The plan will be reviewed and updated at a minimum when recent data from the US Census and the American Community Survey are available or when higher concentrations of LEP individuals are present in the ***Municipality*** service area. Updates to the LEP Plan will include the following:

- The number of documented LEP contacts encountered annually.
- How the needs of LEP persons have been addressed?
- Determination of the current LEP population in the service area (census data, surveys, information from community-based organizations, and other sources).
- Determination as to whether the need for translation services has changed.
- Determination of the effectiveness of language assistance efforts.
- Determination of the adequacy of the ***Municipality's*** financial resources to fund language assistance resources.

- Determination of the ***Municipality's*** full compliance with the goals of the LEP Plan.
- Determination of the ***Municipality*** processing of LEP complaints.

DISSEMINATION OF THE (Insert Name of Municipality) LEP PLAN

Choose from below the actions that ***Municipality*** will take:

- Post signs in ***Municipality*** public areas informing LEP persons of the LEP Plan and how to access language services.
- Notify LEP persons of the availability upon request of documents in other languages. This should be placed on agendas and public notices and in the language that LEP persons would understand.
- On the ***Municipality*** website, post the LEP Plan and procedure to access language services.
- Prepare and post Press Release in non-English languages as necessary.
- Distribute copies of press releases to advocacy groups and other organizations serving LEP populations.

APPENDIX 13-2

ADA TRANSITION PLAN CHECKLIST

THE (MUNICIPALITY TYPE)

OF (NAME OF MUNICIPALITY) **(Sponsor)**

Appendix 13-2: ADA Transition Plan Checklist

Sponsor: _____ Responsible Local Official (RLO): _____ Title of RLO: _____ Telephone _____ Email Address: _____ Date: __/__/_____ ☐ Federal Aid Project ☐ Non-Federal Aid Project	ADA Coordinator: _____ Title II Coordinator _____ Section 504 Coordinator: _____ Self-Evaluation Plan Manager: _____ ADA Transition Plan Manager: _____

Sponsors Responsibilities

This section aims to determine the range of types of facilities/assets the Sponsor is responsible for.

☐	Highways	☐	Bus Transit Systems	☐	Airports
☐	Rest Areas	☐	Bus Stops	☐	Ports and Harbors
☐	Welcome Areas	☐	Van Transit Systems	☐	Pipelines
☐	Scenic Overlooks	☐	Rail Transit Systems	☐	Waterways
☐	Recreation Areas	☐	Public Safety Facilities	☐	Others
☐	Office Building	☐	Railways		
☐	Maintenance Facilities	☐	Ferries		

Identification of Deficiencies

This section aims to discuss what facilities the Sponsor is typically dealing with and some common deficiencies.

What Type of Facilities are you dealing with?					
☐	Sidewalks	☐	Crosswalks	☐	Shared Use Paths
☐	Curb Ramps	☐	Ramps	☐	Other
☐	Curb Cuts	☐	Medians		
☐	Driveway Crossings	☐	Bus Stops		

Clear Width and Other Dimensions: ☐ Narrow ☐ Below Guidelines	Grade: ☐ Steepness ☐ Angle Points
Cross Slope: ☐ Steepness ☐ Irregularity ☐ Variability	Materials ad Finishes: ☐ Deterioration ☐ Inappropriateness
Discontinuities: ☐ Missing Sections ☐ Gaps ☐ Drops	Lighting: ☐ Missing ☐ Not Operating ☐ Inadequate Levels
Obstructions: ☐ Signs ☐ Fire Hydrants ☐ Lights ☐ Newspaper Boxes ☐ Standing Water ☐ Drainage Structure ☐ Mailboxes	Detectable Warning Systems: ☐ Missing ☐ Inappropriate Materials ☐ Inadequate Size ☐ Wrong Location
Traffic Signal Systems: ☐ Inadequate Time Allowed ☐ Inaccessible Buttons ☐ Inoperable Buttons ☐ Lack of Visually Impaired Provisions	Maintenance and Services: ☐ Snow Removal ☐ Debris Clean Up ☐ Trash Cans ☐ Recyclable Material Bins
Access Through Work Zones	Other

Designs and Cost Estimates for Improvement

The improvements needed to correct deficiencies must be defined through a design and cost estimating process. The goal of this section is to discuss the Sponsor's approach to doing this.

Yes	No	
☐	☐	Have your design standards been reviewed concerning accessibility issues?
☐	☐	Do you have in-house design capacity concerning accessibility issues?
☐	☐	Are design consultants needed?
What cost estimating resources do you rely on for accessibility improvements?		
What escalation factors are you applying to accessibility improvements?		

Prioritization of Improvements

A priority ranking for approaching the defined improvements must be worked out to establish an effective schedule. This section aims to discuss the methods used to rank the upgrades in order of priority.

What is the approach to prioritizing improvements?			
☐	Population density in the area	☐	Hospitals
☐	Significant disabled population within the area	☐	Places of Employment
☐	Proximity to key locations	☐	Shopping Areas
☐	Government offices	☐	The severity of the deficiency
☐	Schools		

Yes	**No**	
☐	☐	Is a review complaint a factor?
☐	☐	Is public demand a factor?

Prioritization of Improvements

What are the sources of public demand?		
Yes	**No**	
☐	☐	Is compatibility with the available budget a factor?
How are the available budget and the improvement needs matched?		

Management Approach to Implementation

This section explains how the Sponsor manages the transition plan's development and carries out the improvements. The plan's development may be a time-intensive effort but tracking the implementation of the upgrades will be a less severe long-time assignment.

What is the approach to prioritizing improvements?
Who is the Responsible (RLO) in charge of the implementation of the Transition Plan?
Who is the ADA Transition Coordinator?
Is there an internal committee that provides input into the Transition Plan Process?
Has any staff been assigned to the Transition Plan Process?
How many staff persons?
In what capacity?
In what Department does the responsibility for the Transition Plan reside?
What training courses about accessibility have the staff gone through?
What reference works about accessibility do you find useful?
Who has the responsibility for Transition Plan updates?
Have any consultants been contacted relative to Transition Plan work?

Funding Mechanisms

There is no specific funding mechanism related to the improvement of accessibility deficiencies. Funding might come from many different sources. The goal of this section is to explore the funding experience of the Sponsor.

Yes	No	
☐	☐	Have accessibility improvements been incorporated into existing programmed projects?
☐	☐	Has any cost differential been recognized?
☐	☐	Have stand-alone accessibility improvement projects been processed through the Transportation Improvement Program?

What sources have provided funding for accessibility improvement programs:

☐	National Highway System Program	☐	Congestion Mitigation/Air Quality Program
☐	Surface Transportation Program	☐	Recreational Trails Program
☐	Highway safety Improvements Program	☐	State and Community Traffic Safety Program
☐	Railway-Highway Crossing Program	☐	Other Programs
☐	Transportation Alternatives Program		

Yes	No	
☐	☐	Have accessibility improvements been included in developer impact fees?

Scheduling and Budgeting

Schedules and budgets are the tools of implementation. This section aims to determine how the Sponsor will/is scheduling and budgeting for accessibility improvements.

Yes	No	
☐	☐	Is there an overall completion target date?
☐	☐	Are there milestone dates?
☐	☐	Is there a separate Curb Ramp Installation Schedule?
☐	☐	Is there a budget line item for accessibility improvement programs?

Coordination with Other Agencies

Other agencies have authority over pedestrian facilities and have an interest in inaccessibility. This section aims to explore the exchange of information and the handling of interfacing with other agencies.

Yes	No	
☐	☐	Are there local government pedestrian master plans that are used as input and guidance?
How is the interface between agency sidewalks and local sidewalks handled?		
Who has authority over bus stops?		
How is the interface between sidewalks and bus stops handled?		
What other Agencies, if any, have jurisdiction over pedestrian facilities? ☐ Transit Authorities ☐ Airport Authorities ☐ Turnpike Authorities		
Yes	No	
☐	☐	Do you receive input from any social services agencies?

Promulgation and Feedback

Any recommendations, unique, unusual, or unfinished (e.g., ROW Projections, permits, funding shortfalls, etc.) to be noted in the "Notice to Proceed with Award" Letter:

Unique Situations

Regional Reviewer	Concern/Situation	Resolution/Date

APPENDIX 13-3

ADA TRANSITION PLAN

THE (MUNICIPALITY TYPE)

OF (NAME OF MUNICIPALITY) **(Sponsor)**

NOTE

Wherever the term “Municipality" and "Municipality's" occurs throughout this document, it refers to the named Municipal Sponsor indicated on this Cover Page.

Appendix 13-3: AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN

ADA Transition Plan

This ADA Transition Plan reflects ***Municipality*** herein referred to as the ("Municipality"), long-term commitment to ADA compliance and details the stages of ***Municipality*** plan and the timeline for (1) evaluating accessibility by identifying any structural barriers associated with public facilities; (2) identifying accommodations and/or modifications that can be provided to make programs and services accessible, and (3) prioritizing the remediation of any deficiencies and formulating a budget and schedule for those improvements.

This Draft ADA Transition Plan will be revised and updated as the steps of the Plan are completed.

Introduction

ADA regulations prohibit discrimination against individuals on the basis of disability and require state and local governments to make their programs and services accessible to persons with disabilities. These requirements focus on providing accessibility by addressing and eliminating structural barriers associated with public facilities.

As detailed below, ***Municipality*** has made a significant and long-term commitment to improving the accessibility of its public facilities. The purpose of this Plan is to ensure that ***Municipality*** identifies prohibited structural barriers to its public facilities and, where structurally feasible, schedules and implements ADA-required improvements in order to remove those barriers.

The ADA requires that the Transition Plan include the following components:

1. Identification of physical barriers in a public entity's facilities that limit the accessibility of its programs, activities, or services to individuals with disabilities,
2. Identification of the methods to be used to remove any barriers limiting accessibility,
3. A schedule for completion of the necessary steps to achieve accessibility in public facilities, and
4. The Name of the public entity's ADA Coordinator.

STEP 1: IDENTIFICATION OF PHYSICAL BARRIERS IN THE NAME OF THE MUNICIPALITY'S FACILITIES

The first phase of the ADA Transition Plan is to evaluate the **Municipality's** public facilities for accessibility. Officials from Planning, Public Works, and Human Resources Departments will coordinate to conduct accessibility evaluations of the following facilities:

- Sidewalks, crosswalks, and curb ramps
- Publicly accessible buildings

- Parking lots serving publicly accessible buildings

A Survey of the ***Municipality's*** Public Facilities ("the Survey") will be completed for each facility evaluated. Any deficiencies suggested improvements and observations relating to structural feasibility of improvements will be noted and recorded on the Survey. An Inventory of Public Facilities ("the Inventory") will also be created and will serve as the central database for identified structural barriers, suggested improvements, and comments relating to structural feasibility of improvements.

Evaluation of Sidewalks, Crosswalks, and Curb Ramps

The Survey will contain the following ratings to assess the condition of each ***Municipality*** sidewalk, crosswalk, and curb ramp:

- **Rating 1** – Not Applicable: A facility not considered to require accessibility, for example, limited-access highways.
- **Rating 2** – Not Accessible: Significant discontinuity such as steps, no ramps, more than 100 feet of unpaved walkway, heaving, vertical displacement, other severe distress, flooding, etc.
- **Rating 3** – Partially Accessible: Not designed to current standards, problems with geometry of sidewalks, ramps, and landings, no detectable warnings, handrails, etc.
- **Rating 4** – Accessible: May need additional improvements, for example, circuitous routes, insufficient width, etc.
- **Rating 5** – Fully Accessible: Designed to current standards, but reasonable accommodations may still be required for individual cases.

Evaluation of Parking Lots and Publicly Accessible Buildings

To evaluate publicly accessible buildings and the parking lots serving those buildings, the Survey will incorporate relevant portions of the ADA Checklist (Appendix 13-2) for Existing Facilities (based on the **2010 ADA Standards for Accessible Design**), produced by the Institute for Human-Centered Design.

Schedule for Completion

Municipality officials from its Planning, Public Works, and Human Resources Departments will be coordinating over the next several months to evaluate public buildings, parking lots, sidewalks, crosswalks, and curb ramps. Numerous facilities will be subject to this evaluation, and consequently, this will be a substantial undertaking for the reviewing officials. The evaluations will be scheduled to evaluate outdoor facilities prior to the winter months (to avoid snow cover that may impede a thorough review), with any remaining evaluations of outdoor facilities to be completed to ***provide a projected date for completion***. Evaluations of indoor facilities will continue during the winter months. Therefore, it is estimated that Step 1 will be completed by ***provide estimated completion date.***

STEP 2: IDENTIFICATION OF METHODS TO REMOVE BARRIERS

The second phase of the ***Municipality*** ADA Transition Plan is to develop a method to remove barriers. This includes identifying the nature of needed improvements, determining the structural feasibility of improvements under the ADA standards, and prioritizing necessary improvements.

Once the necessary improvements have been identified and prioritized, this information, along with a list of any improvements determined to be physically unfeasible, will be presented at a public meeting of the ***Municipality's*** Compliance Committee. The ***Municipality's*** practice provides public notice of the dates and agendas of Compliance Committee meetings on the ***Municipality's*** website. It will provide the public with an opportunity to participate in the formulation of the ADA Transition Plan.

Nature of Improvements and Structural Feasibility

The necessary improvements will be determined during Step 1 – the accessibility evaluation of ***the Municipality facilities – and*** incorporated into the ADA Transition Plan after completing Step 1. Any improvements that ***Name of Agency*** officials determine are not structurally feasible based on ADA regulations will also be incorporated into the Plan.

Priority of Improvements

Sidewalks; Crosswalks; Curb Ramps

With respect to sidewalks, crosswalks, and curb ramps, this ADA Transition Plan's primary focus is to address all ADA noncompliant facilities, defined as locations with a rating of "2" and "3" on the scale discussed above.

The priority of improvements to these facilities will be as follows:

1. Those serving publicly accessible ***Municipality*** facilities,
2. Those serving commercial and employment centers, and
3. Those serving other areas.

Parking Lots and Publicly Accessible Buildings

The priority of improvements to parking lots and publicly accessible spaces in ***Municipality*** buildings will be based on the severity of the accessibility barrier and the frequency of public presence at the facility. Notably, the general assessment of the ***Municipality*** Code Enforcement Officer is that ***Municipality*** facilities where public meetings take place are in substantial compliance with the ADA. All new construction or renovations to existing facilities have complied with ADA standards. As such, the ***Municipality*** does not expect that its publicly accessible buildings and parking lots will require major structural improvements.

STEP 3: SCHEDULE FOR COMPLETION OF NECESSARY IMPROVEMENTS

Once the Inventory of Public Facilities has been completed and necessary improvements have been prioritized as provided above, the ***Municipality*** will formulate an estimated budget for the improvements. The schedule for improvements will depend heavily upon the number and severity of the deficiencies identified during the accessibility evaluation and the costs associated with the improvements. However, the ***Municipality*** reiterates its commitment to making its public facilities accessible to all persons, regardless of disability. The ***Municipality's*** ADA Transition Plan will outline a specific schedule for improvements after Completion of Step 2, and this schedule will reflect the ***Municipality's*** commitment to ADA compliance.

ADA COORDINATOR

The (***Name of Municipality)*** ADA Coordinator is:

Name (*Name*) _____

Title (*Title*) _____

Provide ADA Coordinators' contact information:

Name: _____

ADA Coordinator_____

Name of Municipality _____

Address: _____

Telephone Number: _____

E-mail Address: _____

APPENDIX 13-4

ADA PROPOSED WORK PLAN AND SCHEDULE

THE (MUNICIPALITY TYPE)

OF (NAME OF MUNICIPALITY) **(Sponsor)**

NOTE

Wherever the term "Municipality" and "Municipality's" occurs throughout this document, it refers to the named Municipal Sponsor indicated on this Cover Page.

ADA Proposed Work Plan and Schedule

Program Year	ADA Single Purpose Project Description				ADA Single Purpose Cost (M)	ADA Reg. Construction Project * Cost (M)
	Route	Begin Description	End Description	Miles		
20					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
20					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
					$	$
20					$	$
					$	$
					$	$
					$	$
					$	$
TOTAL COST					$ 000.000	$ 000.000

Note - The regular construction projects are listed for cost and program purposes only. The location description only pertains to the ADA single-purpose project.

Sidewalk Gaps – The table above identities deficiencies in the existing sidewalk/multi-use path system deemed to be under the ADA compliance domain. It does not include additional pedestrian accommodation needs identified by the region, MPO partners, and transit operators. These needs will be identified as necessary with future program development as resources allow. The above work plan will be subject to further field verification and coordination.

APPENDIX 13-5

SETTING M/WBE GOALS

THE (MUNICIPALITY TYPE)

OF (NAME OF MUNICIPALITY) **(Sponsor)**

Appendix 13-5: SETTING M/WBE GOALS ON NON-FEDERALLY AIDED GRANT CONTRACTS

The provisions of New York State Executive Law Article 15-A *Participation by Minority Group Members and Women with Respect to State Contracts* and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (5 NYCRR Parts 140-145) are applicable to all State grant contracts. The Municipality/Sponsor/Grantee shall comply with these laws, rules, regulations, executive orders, and the M/WBE Program requirements.

All contracts entered into by Municipalities/Sponsors/Grantees in furtherance of State-issued, non-federally-aided, grants must include M/WBE goals that are derived from the New York State Department of Transportation's (NYSDOT's) Agency M/WBE Goal Plan established pursuant to New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145.

This goal is applicable to Municipalities/Sponsors/Grantees when they enter into contracts, in furtherance of the NYSDOT grant, as follows:

a. Construction contracts greater than one hundred thousand dollars ($100,000); or
b. Contracts greater than twenty-five thousand dollars ($25,000) for design and construction-related professional services (Architectural/Engineering).
c. Contracts greater than twenty-five thousand dollars ($25,000) for procurement of materials (commodities).

If any part of the Municipality's/Sponsor's/Grantee's grant is effectuated with either the Municipality's/Sponsor's/Grantee's employed workforce or through a pre-existing qualification-based consultant contract, then the Municipality/Sponsor/Grantee shall not apply M/WBE goals **to that portion of the work**. The Municipality/Sponsor/Grantee is encouraged to maximize M/WBE participation to the greatest extent practicable.

Establish M/WBE Goals

The Municipality/Sponsor/Grantee agrees that the following Standard M/WBE Goals for projects entered into and funded, in whole or in part, with proceeds from a NYSDOT grant are provided.

Standard M/WBE Goals

CATEGORY/CONTRACT TYPE	MBE	WBE
Commodities	9.0%	17.0%
Construction/Consultants (Architectural/Engineering)	20.0%	10.0%
Construction	10.0%	15.0%
Services/Consultants (Non-Architectural/Engineering)	7.0%	12.0%

NOTE: See definitions

These Standard Goals are based on the NYSDOT's Agency M/WBE Goal Plan, as a result of programmatic analysis. The Plan is available at the **M/WBE Program webpage** on the NYSDOT website.

The Municipality/Sponsor/Grantee agrees to consider the following statutory factors (See **5 NYCRR 142.2(d)**) and establish an appropriate contract goal in all related contracts executed by the Sponsor/Municipality/Grantee:

The Statutory Factors are:

1. The contract and subcontract scope(s) of work. (This may include a consideration of work items, quantity, contract terms, and materials, and whether the contract is a single operation or sole-source contract).
2. The potential subcontracting opportunities, available in the prime contract. (This may include a consideration of primary and secondary work operations).
3. The relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities. (See **Disparity Studies on the Empire State Development website**).
4. The number and types of certified minority and women-owned business enterprises found in the directory of certified minority and women-owned businesses available to perform the contract work. (The directory is accessible at the **New York State Contract System website.**)
5. The geographic location of the contract performance.
6. The extent to which geography is material to the performance of the contract.
7. The ability and willingness of certified minority-owned and women-owned enterprises located outside of the geographic location of contract performance, notwithstanding

the regional location of the certified enterprise, to perform on the contract.

8. The total dollar value of the work required by the contract in relation to the dollar value of the subcontracting opportunities.
9. The relationship of the monetary size and term of the contract to the monetary size and term of the project for which the contract is awarded.

M/WBE Participation Evaluation Process

Pre-Advertisement

The Municipality/Sponsor/Grantee must analyze the statutory factors in relation to a contract's/consultant's work scope and circumstances. If the Municipality/Sponsor/Grantee determines a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee agrees to obtain NYSDOT approval by submitting: a **M/WBE Pre-Advertisement Goal Modification Request**, Good Faith Effort documentation, and the **M/WBE Goal Assessment Checklist** [obtained from the Office of Diversity and Opportunity] to NYSDOT's Regional Local Project Liaison (RLPL). The RLPL will review all supporting documentation to ensure that the GFE is sufficient.

If the RLPL determines:

- Supporting documentation is sufficient:
  - The RLPL will forward the M/WBE Pre-Advertisement Goal Modification Request, Good Faith Effort Documentation, and Goal Assessment Checklist to the Office of Diversity and Opportunity (ODO) for their review and approval.
- Supporting documentation is not sufficient:
  - The RLPL will notify the Sponsor in writing as to why the supporting documentation is insufficient.
  - The Sponsor will resubmit the documentation to the RLPL for review and submittal to ODO.

All requests for a M/WBE Pre-Advertisement Goal modification must be approved by NYSDOT prior to the advertisement of the contract.

Pre-Award

Once a qualified consultant or low bidder is identified, project entry in NYSDOT's standard civil rights reporting software **Equitable Business Opportunity Solutions** (EBO) is required. The following steps are to be completed before award of the contract:

1. The Municipality/Sponsor/Grantee must submit both construction and consultant "Contract Templates," utilizing the "SA MWBE EBO Construction Template" and the "SA MWBE EBO Consultant Template" to the RLPL or MOPM.

2. The RLPL or MOPM will perform a Quality Assurance review on the Contract Templates. If any errors are identified, the templates will be returned to the Municipality/Sponsor/Grantee for corrections and returned to the RLPL or MOPM. Completed templates will be submitted via email to: **dot.sm.mo.localprograms.ebo@dot.ny.gov** for upload.
3. Once the project information from the templates is uploaded into EBO, the RLPL or MOPM will be notified.
4. The RLPL or MOPM will then notify the Municipality/Sponsor/Grantee that the contract has been loaded into EBO.
5. The qualified consultant or the low bidder must enter their M/WBE utilization into EBO.
6. The Municipality/Sponsor/Grantee, RLPL, or MOPM must review this pre-award data to verify that the qualified consultant or the low bidder met the M/WBE goals.

If a qualified consultant or the low bidder:

- Provides commitments that meet or exceed the advertised goals, then the Municipality/Sponsor/Grantee may request the RLPL or the MOPM have the contract awarded in EBO.
- Does not provide commitments that meet or exceed the advertised goals, but can demonstrate adequate Good Faith Efforts (GFEs) to meet the goals:
    - The Municipality/Sponsor/Grantee must submit an **M/WBE Waiver Request** (See also: **NYSDOT Minority and Woman Owned Business Enterprises Program** website) along with all supporting justification, to the RLPL or MOPM to request a goal waiver.
    - The Municipality/Sponsor/Grantee must obtain NYSDOT approval of the M/WBE Waiver Request prior to awarding the contract.

If the Municipality/Sponsor/Grantee determines that the qualified consultant or the low bidder did not demonstrate adequate GFEs to meet the goals, the Municipality/Sponsor/Grantee should present its recommendation to award to the next qualified consultant or lowest bidder with analysis and supporting documentation to its management as well as to the RLPL or MOPM. Include the following with the recommendation:

- State the specific non-compliant actions,
- Cite the specification and regulation for each non-compliant action,
- Provide calculations of the amount achieved toward the M/WBE goal,
- Provide analysis of the feasibility of the M/WBE goals,
- Provide information on outreach to Low Bidder to meet the M/WBE goals,
- Information on the Second Bidder's goal demonstration; and
- Any other relevant information.

The Municipality/Sponsor/Grantee must follow their administrative processes as their

requirements state. If it is determined that the qualified consultant and the low bidder did not conduct adequate GFEs, with agreement from NYSDOT, the Municipality/Sponsor/Grantee may disqualify the qualified consultant and the low bidder and award to the second qualified consultant or low bidder who has successfully met the M/WBE goals or demonstrated adequate GFEs.

NYSDOT will provide the reviewed and completed M/WBE Waiver Request to the Municipality/Sponsor/Grantee. NYSDOT approval of the M/WBE Waiver Request must be received prior to the award of the contract.

Post Award

If a consultant/contractor fails to attain its M/WBE commitment on a contract, including differences based on quantity or performance requirement changes, the Municipality/Sponsor/Grantee must submit a **M/WBE Waiver Request** and a new **M/WBE Goal Assessment Checklist**, obtained from the Office of Diversity and Opportunity, to the RLPL. The request must provide supporting justification by documenting the goals, commitments, attainments, and post-award Good Faith Efforts to meet the commitments.

If the RLPL determines:

- That the post-award supporting documentation is sufficient:
  - the RLPL will forward all post-award supporting documents from the Sponsor to ODO for review and approval.
- That the post-award supporting document is not sufficient:
  - the RLPL will notify the Sponsor in writing as to why the post-award supporting documentation is insufficient.
  - The Sponsor will resubmit the documentation to the RLPL for review and submittal to ODO.

NYSDOT will notify the Municipality/Sponsor/Grantee at the conclusion of the Waiver Request review.

If a consultant/contractor fails to attain its M/WBE commitment, the Municipality/Sponsor/Grantee may suspend contract payments in accordance with the contract agreement with the consultant/contractor. The consultant/contractor may be directed to comply with the Municipality/Sponsor/Grantee lawful procedures upon due notice in writing to the consultant/contractor, including cancellation, termination, or suspension in whole or in part in accordance with the contract agreement between the consultant/contractor and the Municipality/Sponsor/Grantee.

When the Municipality/Sponsor/Grantee determines that the consultant/contractor is not in compliance with the requirements of the contract and the consultant/contractor refuses to comply with such requirements, or if the consultant/contractor is found to have willfully and intentionally failed to comply with the M/WBE participation goals, the consultant/contractor shall be obligated to pay to the Municipality/Sponsor/Grantee liquidated damages up to 20% of the portion of the consultant/contractor's contracts and/or subcontracts, funded in whole or in part by the Municipality/Sponsor/Grantee agreement, to which contract goals are established in accordance with NYSDOT guidance, in accordance with 5 NYCRR Parts 140-145. The State may also assess liquidated damages against the Municipality/Sponsor/Grantee.

The Municipality/Sponsor/Grantee shall not take any non-compliance actions until review and approval have been completed by NYSDOT and notification made to the Municipality/Sponsor/Grantee.

Good Faith Efforts (GFEs)

To assist the qualified consultant or low bidder in developing an appropriate justification for GFEs. See Good Faith Efforts Guidance at **Minority and Women-Owned Business Enterprises Program (MWBE)** (ny.gov)

Qualified consultant or low bidder's GFEs documentation shall include, but is not limited to:

1. Evidence of outreach to M/WBEs and M/WBEs' responses,
2. Copies of advertisements in appropriate general circulation, trade, and minority or women-oriented publications for participation by M/WBEs,
3. Dates of any meetings with M/WBEs; and
4. Documentation of actions taken to reasonably structure the Contract scope to maximize opportunities for M/WBE participation.

M/WBE Reporting

The Municipality/Sponsor/Grantee shall monitor all M/WBE utilization through EBO. Municipality/Sponsor/Grantee must ensure that the consultant/contractor enters all data into EBO before NYSDOT will distribute the final payment of the project to the Municipality/Sponsor/Grantee.

M/WBE Participation on Emergency Contracts

Contractors with Emergency contracts are encouraged to consider and include M/WBE firms to the extent appropriate and feasible. NYSDOT may require the contractor to submit a utilization plan and to comply with the post-award requirements of **5 NYCRR Part 140 -145** during the life of the contract. "Where and When" or "Standby" types of contracts are not necessarily emergency contracts as portions of the scope may be reasonably projected. Consult your RLPL or MOPM and the Office of Civil Rights prior to setting the M/WBE goals on such contracts.

Implementation Details

All non-federally-aided contracts entered into by Municipalities/Sponsors/Grantees of state grant funds must conform to this guidance.

For more information about the **Minority and Women-Owned Business Enterprise Program**, go to the NYSDOT website.

This guidance does not apply to formula-based legislated aid to localities, including but not limited to, Consolidated Local Street and Highway Improvement Program (CHIPs) and Statewide Mass Transportation Operating Assistance (STOA) program.

Terms and Definitions

Architectural Engineering (A/E) - Private consulting persons or firms providing architectural, landscape architectural, engineering, environmental, land surveying, construction inspection, and management services.

Commodities - A raw material that can be bought and sold. Examples of commodities include stone, culvert pipe, concrete, guiderail, etc.

Equal Employment Opportunity (EEO) – To ensure non-discrimination in employment on the basis of race, color, creed, or national origin. Contractors are required to submit workforce data to this end.

Good Faith Effort (GFE) - All necessary and reasonable activity and documentation by a consultant or contractor to demonstrate (show) steps taken to achieve M/WBE goal.

Grant Agreement – The agreement between the Sponsor/Municipality/Grantee and the State, which is necessary to obtain State aid reimbursement of eligible project costs. Also known as a State-Local Agreement (SLA).

Main Office Project Manager (MOPM) - NYSDOT Main Office contact for subrecipients advancing State or federally-funded transportation projects. The Main Office Project Manager is responsible for ensuring that locally administered transportation projects are administered in compliance with all federal, State, and local laws, rules, regulations, and executive orders.

Office of Diversity and Opportunity (ODO) – NYSDOT Main Office is responsible for ensuring compliance with federal and state civil rights laws, rules, regulations, and executive orders.

New York State Unified Certification Program (NYS UCP) - is responsible for only DBE certification in the state of New York and provides firms with "one-stop" shopping.

Non-Architectural/Engineering - Non-professional services which do not require a license from the NYS Education Department.

Non-Federally Aided Grant Contracts - locally-administered transportation projects that are typically funded in whole or in part with State funds and contain no federal program funds. Projects may be progressed by subrecipients/municipalities/grantees/sponsors. Projects may contain a local match as noted in each funding solicitation.

North American Industry Classification System (NAICS) - The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments to collect, analyze, and publish statistical data related to the U.S. business economy.

Recipient - An entity that receives funds in the form of a grant, cooperative agreement, or loan directly from the federal government. Typically, NYSDOT is referred to as a recipient, while a Sponsor is referred to as a sub-recipient.

Regional Local Project Liaison (RLPL) - Regional Office contact for Sponsors advancing federal and/or State aid transportation projects. The RLPL is responsible for ensuring that locally administered projects receive adequate supervision and inspection such that they comply with all federal, State, and local laws, rules, and regulations as well as federal and state executive orders.

Subrecipient - A county, city, town, village, railroad, airport, transit operator or other public agency, public authority, or nonprofit organization authorized and designated under its agreement with NYSDOT to design, acquire ROW, advertise, open bids, award, construct and administer contracts for state aid transportation projects. A subrecipient may also be referred to as the Municipality/Sponsor/Grantee.

Vendor – An interchangeable term used for a contractor/consultant who provides a service.

NEW YORK STATE OF OPPORTUNITY | Division of Minority and Women's Business Development

MWBE Goal Assessment Checklist

Instructions: This document is used to assess Minority/Women-Owned Enterprise (MWBE) project goals. Complete all yellow fields. Identify all work the Prime is to perform and the estimated value/cost of each major category. For both Sub-Contracting and Material Availability, break the project into major areas and identify tasks or items. Using the MWBE Contract Database (https://ny.newnycontracts.com/), perform the MWBE search and include the number of MBE and WBEs identified for each line. This document will then calculate the recommended goals for the project based on the number of each identified. Attach proof of your searches to this document.

Region:		Contract Number:	
Project Title:			
Prepared By:		Total Project Estimate:	$0
E-Mail:		Estimated Prime to Perform	$0
		Estimated Subcontracting	$0
		Estimated Materials	$0
		Balance	$0

Balance Represents the remaining project value to be performed by either the Prime, Sub-Contractor or Material Contractor

Recommended Goals for Project	
MBE:	0%
WBE:	0%

Comments/Notes

Prime to Perform

	Description of Work	Estimated Value	% of Project Estimate
1			
2			
3			
4			
5			
	Total	$0	0%
	Overhead & Profit		0%
	Total Prime to Perform	$0	0%

Sub-Contracting Availability					MBE Participation			WBE Participation			
	Description of Work	Estimated Value	% of Project Estimate	MWBE Search Performed (Y/N)	No. MBE's Identified	Estimated Value	Percent	No. WBE's Identified	Calculated Field	Estimated Value	Percent
1											
2											
3											
4											
5											
	Total	$0	0%	$0		-	0%		Total	-	0%

Materials Availability						MBE Participation			WBE Participation			
	Description	Estimated Value	% Discount based on Supplier/Broker Credit*	Discounted Value	% of Project Estimate	MWBE Search Performed (Y/N)	No. MBE's Identified	Estimated Value	Percent	No. WBE's Identified	Calculated Field	Estimated Value	Percent
1					0%								
2					0%								
3					0%								
4					0%			-				-	
5					0%								
6					0%								
7					0%								
8					0%								
	Total	$0		$0	0%	$0		-	0%		Total	-	0%

* Discounts are as follows:	Non Construction: Supplier 100%, Broker 25%	Construction: Supplier 60%, Broker receives commision %

Attach All MWBE Search Results to this Checklist

April 2022

Page 1 of 1

APPENDIX 13-6

SETTING SDVOB GOALS

THE (MUNICIPALITY TYPE)

OF (NAME OF MUNICIPALITY) **(Sponsor)**

Appendix 13-6: SETTING SDVOB GOALS ON NON-FEDERAL AID GRANT CONTRACTS

The provisions of New York State Veteran Services Law Article 3 Participation by Service-Disabled Veteran-Owned Business with Respect to State Contracts and 9 NYCRR 252.2 are applicable to all State grant contracts. The Municipality/Sponsor/Grantee shall comply with these laws, rules, regulations executive orders, and the **SDVOB Program requirements.**

All contracts entered into by Municipalities/Sponsors/Grantees in furtherance of State-issued, non-federal aid grants must include an SDVOB goal derived from the New York State Department of Transportation's (NYSDOT's) SDVOB Goal Plan established pursuant to New York State Veteran Services Law Article 3.

This goal is applicable to Municipalities/Sponsors/Grantees when they enter into contracts, in furtherance of the NYSDOT grant, as follows:

1. Construction contracts greater than one hundred thousand dollars ($100,000); or
2. Contracts greater than twenty-five thousand dollars ($25,000) for design and construction-related professional services (Architectural/Engineering); or
3. Contracts greater than twenty-five thousand dollars ($25,000) for procurement of materials (commodities).

If any part of the Municipality's/Sponsor's/Grantee's grant is effectuated by either the Municipality's/Sponsor's/Grantee's employed workforce or through a pre-existing qualification-based consultant contract, then the Municipality/Sponsor/Grantee shall not apply SDVOB goals to that portion of the work. The Municipality/Sponsor/Grantee is encouraged to maximize SDVOB participation to the greatest extent practicable.

Establish SDVOB Goal

The Municipality/Sponsor/Grantee agrees that the statutory SDVOB Goal for projects entered into and funded, in whole or in part, with proceeds from a NYSDOT grant is six percent (6%).

As a result of programmatic analysis, the NYSDOT's SDVOB Goal Plan recommends an Agency goal that reflects consideration of the factors identified below. The Plan is available at **NYSDOT SDVOB FY2021 Goal Plan.**

1. The contract and subcontract scope(s) of work, including consideration of work items, quantity, contract terms, materials, and whether the contract is a single operation or sole-source contract.
2. The potential subcontracting opportunities available in the prime contract include considering primary and secondary work operations.

3. The number and types of certified service-disabled veteran business enterprises found in the directory of certified service-disabled veteran-owned businesses available to perform the contract work. The directory is accessible at OGS's **Directory of New York State Certified Service-Disabled Veteran-Owned Businesses** website.
4. The geographic location of the contract performance.
5. The extent to which geography is material to the performance of the contract.
6. The ability and willingness of certified service-disabled veteran-owned business enterprises located outside of contract performance's geographic location, notwithstanding the certified enterprise's regional location, to perform on the contract.
7. The total dollar value of the work required by the contract in relation to the dollar value of the subcontracting opportunities.
8. The relationship of the monetary size and term of the contract to the monetary size and term of the project for which the contract is awarded.

SDVOB Participation Evaluation Process

Pre-Advertisement

The Municipality/Sponsor/Grantee must analyze the statutory factors in relation to a contract's/consultant's work scope and circumstances. If the Municipality/Sponsor/Grantee believes a goal modification is appropriate and supportable, the Municipality/Sponsor/Grantee must obtain approval from the Office of Diversity and Opportunity by submitting a **SDVOB Pre-Advertisement Goal Modification Request** with justification to NYSDOT's Regional Local Project Liaison (RLPL) or Main Office Project Manager (MOPM) prior to public advertisement of the contract. The ODO must approve all requests for an SDVOB Pre-Advertisement Goal modification of Civil Rights.

Pre-Award

Once a qualified consultant or low bidder is identified, project entry in NYSDOT's standard civil rights reporting software **Equitable Business Opportunity Solutions (EBO)** is required. The following steps are to be completed before award of the contract:

1. The Municipality/Sponsor/Grantee will submit "Contract Templates" to the RLPL or MOPM. There are two **contract templates** for construction projects, "State Aid EBO Construction Template" and the other for consultant contracts, "State Aid EBO Consultant Template."
2. The RLPL or MOPM will perform a Quality Assurance review on the Contract Templates. If any errors are identified, the templates will be returned to the Municipality/Sponsor/
3. Grantee for corrections and returned to the RLPL or MOPM. Completed templates will be submitted to the email: **dot.sm.mo.localprograms.ebo@dot.ny.gov** for upload.

4. Once the project information from the templates is uploaded into EBO, the RLPL or MOPM will be notified.
5. The RLPL or MOPM will notify the Municipality/Sponsor/Grantee that the contract has been loaded into EBO.
6. The qualified consultant or the low bidder must enter their SDVOB participation into EBO.
7. The Municipality/Sponsor/Grantee, RLPL, or MOPM must review this pre-award data to verify that the qualified consultant or the low bidder met the SDVOB goals or submitted an adequate Good Faith Effort (GFE).

If a qualified consultant or the low bidder:

- Provides commitments that meet or exceed the advertised goals, then the Municipality/Sponsor/Grantee may request the RLPL or the MOPM have the contract awarded in EBO and award the contract.
- Does not provide commitments that meet or exceed the advertised goals, but can demonstrate adequate Good Faith Efforts (GFEs) to meet the goals:
    - The Municipality/Sponsor/Grantee must submit an **SDVOB Waiver Request Form**, with supporting justification, to the RLPL or MOPM to request a goal waiver.
    - The Municipality/Sponsor/Grantee must obtain the NYSDOT approval of the SDVOB Waiver Request prior to awarding the contract.

If the Municipality/Sponsor/Grantee determines that the qualified consultant or the low bidder did not demonstrate adequate GFEs to meet the goals, the Municipality/Sponsor/Grantee should present its recommendation to award to the next qualified consultant or lowest bidder with analysis and supporting documentation to its management as well as to the RLPL or MOPM for approval prior to proceeding with the award. Include the following with the recommendation:

- State the specific non-compliant actions,
- Cite the specification and regulation for each non-compliant action,
- Provide calculations of the amount achieved toward the SDVOB goal,
- Provide analysis of the feasibility of the SDVOB goal,
- Provide information on outreach to Low Bidder to meet the SDVOB goal,
- Information on the Second Bidder's goal demonstration; and
- Any other relevant information.

The Municipality/Sponsor/Grantee must follow their administrative processes as their requirements state. If it is determined that the qualified consultant and the low bidder did not conduct adequate GFEs, with agreement from NYSDOT, the Municipality/Sponsor/Grantee may

disqualify the qualified consultant or the low bidder and award to the second qualified consultant or low bidder who has successfully met the SDVOB goal or demonstrated adequate GFEs.

NYSDOT will provide the reviewed and completed SDVOB Waiver Request to the Municipality/Sponsor/Grantee. NYSDOT approval of the SDVOB Waiver Request must be received prior to the award of the contract.

Post Award

If a consultant/contractor fails to attain its SDVOB commitment on a contract, including differences based on quantity or performance requirement changes, the Municipality/Sponsor/Grantee must submit a **SDVOB Waiver Request** when the contract is approximately 75% completed to the RLPL or MOPM. The request must document the goals, commitments, attainments, and Good Faith Efforts to meet the commitments, along with supporting justification.

If a consultant/contractor fails to attain its SDVOB commitment, the Municipality/Sponsor/Grantee may suspend contract payments in accordance with the contract agreement with the consultant/contractor. The consultant/contractor may be directed to comply with the Municipality's/Sponsor's/Grantee's lawful procedures upon due notice in writing to the consultant/contractor, including cancellation, termination, or suspension in whole or in part in accordance with the contract agreement between the consultant/contractor and the Municipality/Sponsor/Grantee.

When a Municipality/Sponsor/Grantee determines that a consultant/contractor is not in compliance with the requirements of the contract and the consultant/contractor refuses to comply with such requirements, or if a consultant/contractor is found to have willfully and intentionally failed to comply with the SDVOB participation goals, the consultant/contractor shall be obligated to pay to the Municipality/Sponsor/Grantee liquidated damages up to 20% of the portion of the consultant/contractor's contracts and/or subcontracts, funded in whole or in part by the Municipality/Sponsor/Grantee agreement, to which contract goals are established in accordance with NYSDOT guidance. The State may also assess liquidated damages against the Municipality/Sponsor/Grantee.

The Municipality/Sponsor/Grantee shall not take any non-compliance actions until review and approval have been completed by NYSDOT and notification made to the Municipality/Sponsor/Grantee.

Good Faith Efforts (GFEs)

To assist the qualified consultant or low bidder in developing an appropriate justification for GFEs. See Good Faith Efforts Guidance at **Good Faith Efforts Document Guidance.**

Qualified consultant or low bidder's Good Faith Efforts documentation shall include, but is not limited to:

3. Evidence of outreach to SDVOB and SDVOB responses,
4. Copies of advertisements in appropriate general circulation, trade, and veteran-oriented publications for participation by SDVOBs,
5. Dates of any meetings with SDVOBs; and
6. Documentation of actions taken to reasonably structure the Contract scope to maximize opportunities for SDVOB participation.

SDVOB Reporting

The Municipality/Sponsor/Grantee shall monitor all SDVOB participation through EBO. Municipality/Sponsor/Grantee must ensure that the consultant/contractor enters all data into EBO before NYSDOT will distribute the final payment of the project to the Municipality/Sponsor/Grantee.

SDVOB Participation on Emergency Contracts

Contractors with Emergency contracts are encouraged to consider and include SDVOB firms to the extent appropriate and feasible. NYSDOT may require the contractor to submit a utilization plan and to comply with the post-award requirements during the life of the contract. "Where and When" or "Standby" types of contracts are not necessarily emergency contracts as portions of the scope may be reasonably projected.

Sponsor should consult their RLPL or MOPM and the ODO prior to setting the SDVOB goals on such contracts.

Implementation Details

All future non-federal aided contracts entered into by Municipalities/Sponsors/Grantees of State grant funds must conform to this guidance.

Guidance can be found ~~on~~ in the **Civil Rights Service-Disabled Veteran-Owned Business Program.**

This guidance does not apply to formula-based legislated aid to localities, including but not limited to, Consolidated Local Street and Highway Improvement Program (CHIPs) and Statewide Mass Transportation Operating Assistance (STOA) program.

APPENDIX 13-7

GOOD FAITH EFFORTS (GFE) DOCUMENTATION GUIDE

Appendix 13-7: Good Faith Efforts

To be a responsible and/or responsive Bidder, your firm must meet the Disadvantaged Business Enterprise (DBE) or Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), and Service-Disabled Veteran-Owned Business (SDVOB) goal(s) on the contract or provide documentation to support Good Faith Efforts taken to meet these goal(s). Actions to meet the goal(s) should begin immediately upon a firm's intent to work for NYSDOT on a project.

The Bidder can meet this requirement during the pre-award or pre-designation stage in two ways:

1. The Bidder can document commitments that meet the goal(s).
2. If the Bidder does not document enough commitments toward meeting the goal(s), the Bidder can provide documentation showing detailed, tangible, result-oriented efforts that show the Bidder's attempts to fulfill the goal(s).

Per NYSDOT Standard Specs §102-12 H. *Good Faith Efforts*, should you be selected as the apparent low bidder or pre-designated firm, all Good Faith Effort documentation will be evaluated prior to the actual award of the contract to your firm.

THE GUIDANCE PROVIDED BELOW OUTLINES WHAT CONSTITUTES SUFFICIENT AND COMPREHENSIVE GOOD-FAITH EFFORTS.

Additional guidance can be found in the **DBE/MBE/WBE/SDVOB Contractors Solicitation and Good Faith Efforts Guide** located on the NYSDOT website.

Pre-Letting & Pre-Designation Good Faith Efforts

Once you have made the decision to entertain bidding on a project you should, at a minimum:

1. Analyze each item in the scope of work for a project and determine what items of work will provide subcontracting opportunities.
2. Search the appropriate registry for certified firms:
    a. For DBE search **New York State Unified Certification Program (NYSUCP) Directory.**
    b. For MBE and WBE search ESD Directory, search the **New York State Contract Directory**.
    c. For SDVOB search: Office of General Services **Directory of New York State Certified Service-Disabled Veteran-Owned Businesses.**

    Tailor the search to those firms with business descriptions or NAICS codes that are most appropriate for the work identified. NYSDOT has developed a Crosswalk chart that equates NYSDOT Work Codes/ Pay Items with NAICS/NIGP codes.
3. Notify those firms of your intent to bid via email and telephone, requesting written feedback on their interest in participation on your contract.

4. Ensure adequate time is given to the DBE/MBE/WBE/SDVOB firms to offer responses.

For more information regarding NAICS, go to the **NAICS directory** at the U.S. Census website.

The Crosswalk chart is located at the NYSDOT **Office of Construction: Forms** website.

Once a firm has been deemed a low bidder or selected for pre-designation, commitments to DBE/MBE/WBE/SDVOB firms must be entered into the Department's civil rights reporting software program Equitable Business Opportunity (EBO). All DBE/MBE/WBE/SDVOB firms are required to acknowledge the Items and dollar commitments assigned to them in EBO during the pre-award process.

Any shortfall in goal commitment requires supporting documentation to be provided to show all efforts taken. These Good Faith Efforts should include, at a minimum:

	Required Documentation of Good Faith Efforts
☐	Completed AAP-10 Solicitation log: This log should list only those firms that were directly solicited. **Do not list mass emailing's performed**. Outreach should be narrowly focused, targeted and result oriented. NOTE: for the AAP-10 to be accepted it must be completed according to instructions provided.
☐	Detailed explanation identifying any circumstances unique to the contract that were deterrents to meeting the goal(s) (e.g., night work, small quantities over multiple locations, specialized work, PLA, etc.). The explanation should also include detailed rationale as to why a specific scope of work in the project is not considered to be a subcontract item, and therefore was no solicited for.
☐	Copies of ads placed for solicitation.
☐	Copies of all registry searches performed including those searches that resulted in no certified firms for a specific scope of work.
☐	Copies of emails and/or faxes that show "direct" scope of what you solicited the subcontractor/supplier, fabricator, etc. to do or provide **and** their responses.
☐	Evidence that off-site firms and services were entertained (e.g., material suppliers, trucking, fabricator, manufacturer, etc.).
☐	Copies of documentation showing negotiations took place between low bidder and prospective subcontractor or other firms (supplier, manufacturer, fabricator, etc.).
☐	Quotes from the selected firms and quotes received when a specific scope of work was given to a non-certified firm versus a certified firm (when certified firm's quote was deemed unreasonable or excessive).
☐	Detailed explanation for any scope of work deemed "self-performing" without intent to split the work (when there are DBE or MBE/WBE/SDVOB availability and goal has not been met).
☐	Supporting documentation of any and all additional efforts performed prior to letting or pre-designation date.

Examples of insufficient/unacceptable documentation includes:

- "In-house" generated lists that do not include DBE or MBE/WBE/SDVOB targeted firms.
- "In-house" generated lists that do not identify firms for specific work items or descriptions being solicited.
- Copies of redundant emails to DBE/MBE/WBE/SDVOB firms containing identical language.
- Unsubstantiated response of non-interest from DBE or MBE/WBE/SDVOB firms.
- Numerous copies of the entire contract sent to each firm to attempt to provide quantity in lieu of quality.

APPENDIX 13-8 LINKS

TITLE	LINK
FEDERAL LAWS & REGULATIONS	
2010 ADA Standards for Accessible Design	https://www.ada.gov/law-and-regs/design-standards/2010-stds/
STATE LAWS & REGULATIONS	
5 NYCRR Part 140: Definitions	https://cdn.esd.ny.gov/MWBE/Data/01282015_OFFICIAL_COMPILATION_OF_MWBE_REGS.pdf
5 NYCRR Part 142.2(d): Determining goals for a State contract	https://govt.westlaw.com/nycrr/Document/I4e8b8082cd1711dda432a117e6e0f345?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default)
5 NYCRR Part 104-145: Division of Minority and Women's Business Development	https://govt.westlaw.com/nycrr/Browse/Home/NewYork/NewYorkCodesRulesandRegulations?guid=I850b0fa0ba4411dd9542e0ba6da0bcf0&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)
9 NYCRR Part 252.2	https://govt.westlaw.com/nycrr/Document/Ie8529745221211e4a6bf0000845b8d3e?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default)
NYSDOT POLICIES, PROCEDURES, & GUIDANCE	
Contract Templates/Civil Rights Forms (not in EBO)	https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/civil-rights
DBE/MBE/WBE/SDVOB Contractors Solicitation and Good Faith Efforts Guide	https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information/civil-rights
Equitable Business Opportunities Solutions (EBO)	https://www.dot.ny.gov/dotapp/ebo
Limited English Plan	https://www.dot.ny.gov/divisions/policy-and-strategy/public-trans-respository/Attachment%20D-1%20LEP_Plan.pdf
M/WBE Goal Assessment Checklist	https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/repository/MWBE%20Goal%20Assessment%20Checklist.xlsx
M/WBE Pre-Advertisement Goal Modification Request	https://www.dot.ny.gov/main/business-center/civil-rights/mwbe-program

M/WBE Waiver Request	https://www.dot.ny.gov/dotapp/ebo
Minority and Woman Owned Business Enterprises Program	https://www.dot.ny.gov/main/business-center/civil-rights/mwbe-program
Office of Construction, Forms (Crosswalk Chart)	https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information/civil-rights
SDVOB FY2021 Goal Plan	https://www.dot.ny.gov/main/business-center/civil-rights2/civil-rights-repository/Tab/SERVICE%20DISABLED%20VETERAN%20Master%20Goal%20Plan%20DRAFT%202020-2021.pdf
SDVOB Good Faith Efforts Documentation Guidance	https://www.dot.ny.gov/main/business-center/civil-rights/sdvob-program
SDVOB Pre-Advertisement Goal Modification Request	https://www.dot.ny.gov/main/business-center/civil-rights2/civil-rights-repository/Tab/SDVOB%20Pre-Letting%20Waiver%20Request%20Template.doc
SDVOB Waiver Request Form	https://www.dot.ny.gov/main/business-center/civil-rights2/civil-rights-repository/Tab/20190220_SDVOBRequestforWaiverForm%20(1).doc
Service Disabled Veteran-Owned Business (SDVOB) Program	https://www.dot.ny.gov/main/business-center/civil-rights/sdvob-program

ADDITIONAL RESOURCES	
Empire State Development: Monitory and Women's Business Development Reports, Annual Reports (Disparity Studies)	https://esd.ny.gov/mwbe-reports
New York State Contract System	https://ny.newnycontracts.com/
New York State Unified Certification Program (NYSUCP) Directory	https://nysucp.newnycontracts.com/
Office of General Services, Directory of New York State Certified Service-Disabled Veteran-Owned Businesses	https://online.ogs.ny.gov/SDVOB/search
United States Census, North American Industry Classification System (NAICS) Code Directory	https://www.census.gov/naics/

LPM

CHAPTER 14

ADVERTISEMENT, CONTRACT LETTING AND AWARD

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NOTE: This Chapter has associated appendices and forms which can be found at:
https://www.dot.ny.gov/plafap

Highlighted hyperlink words referenced throughout the Chapter are on the last page under REFERENCE, Web Addresses.

Appendices

Appendix

14-1 BID OPENING, VERIFICATION, AND SPONSOR RECOMMENDATION LETTER

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14.1 INTRODUCTION

This chapter describes the various phases of the contracting process including solicitation of bidders (advertising), bid opening, bid analysis to identify the lowest bidder, and contract award and documentation for locally administered federal aid transportation construction contracts. The Sponsor must have an approved *Construction Management Plan* (CMP) prior to contract award, appropriately revised to reflect project staffing and be signed by the NYSDOT Regional Local Project Liaison (RLPL), or appropriate designee (see Chapter 12, Section 12.2.2 and Appendix 12-3 of this manual).

The following federal regulations apply to **ALL** projects:

- *Advertising for bids and proposals* (***23 CFR 635.112***);
- *Method of Construction* (***23 CFR 635.104***);
- *Participation by Disadvantaged Business Enterprises in US Department of Transportation Financial Assistance Programs* (***49 CFR 26***); and
- *Equal Employment Opportunity (EEO) on Federal and Federal-Aid Construction Contracts (Including Supportive Services)* (***23 CFR 230***)

When a discrepancy exists between federal, state and municipal laws, rules and regulations, federal law prevails; with the exception when State and municipal laws, rules, and regulations may be stricter and therefore have precedence.

14.2 ADVERTISING

Advertising for all federal aid construction contracts must meet federal requirements and foster widespread competitive bidding. When the contract bid documents, including Plans, Specifications, and Estimate of quantities (PS&E), have been assembled, approved by the RLPL and the Sponsor receives Federal Authorization to Proceed[1] from the RLPL, the Sponsor is required to advertise the contract for bidding in accordance with ***23 CFR 635.112***.

New York State requires the publication of the solicitation of bids for a construction contract to be advertised in The New York State Contract Reporter (NYSCR) for at least three weeks (15 business days) before the opening of the bids. Additionally, the Sponsor is encouraged to place additional advertisements in other appropriate publications (e.g. local newspapers, trade journals). The use of several forms of advertising publications will help avoid a single bidder, as well as, give more opportunities to fulfill both Disadvantaged Business Enterprises (DBE) and Equal Employment Opportunity (EEO) requirements. Advertising costs should be charged to the construction phase. A Construction Advertisement Checklist and a sample Notice to Bidder – Advertisement to Bid indicates the information to be included in an advertisement (see Appendix 14-7 and Appendix 14-8).

The advertisement must identify the EEO goals for women and minorities in every contract regardless of fund source. The advertisement must identify DBE contract goals (federal funds), if applicable. If a 0% DBE goal is established, NYSDOT strongly encourages the use of DBE contractors wherever possible. If the contract is state-funded (non-federal funds) the advertisement must identify Minority/Women-Owned Business Enterprise (M/WBE) goals.

14.2.1 New York State Contract Reporter (NYSCR)

The NYSCR is an exclusively online publication requiring electronic submission of advertising content. To comply with federal requirements, **all contracts with New York State** (including locally administered

[1] The Sponsor could forfeit federal reimbursement if the advertisement of a contract takes place before receiving a Notification to Proceed.

federal aid transportation projects) for the procurement of goods and services must be published in the NYSCR. There is no fee for advertising or for viewing ads on the site. Sponsors must be registered before submitting advertisements and may do so from the NYSCR registration website.

Once a Sponsor is granted access, they will receive a password and instructions by email for the ad submission. The NYSCR can accept bid specification documents in Word, Excel, PowerPoint or PDF formats as attachments (up to 50 MB) to be published with the advertisement. When an advertisement is successfully submitted, an ad number is assigned. The Sponsor is notified via email of the issue in which the ad will appear. A confirmation page confirming the details of the submission can be printed. Additionally, the NYSCR can capture and provide in an Excel format, a list of registered users who viewed, bookmarked, opened bid documents or opted to receive bid update notifications for the advertisement, including their contact information. All information exchanges with the NYSCR (email confirmations, downloaded spreadsheets, screen captures of advertisements, etc.) should be printed and kept in the project file.

The NYSCR is published weekdays and new solicitations appear every morning. Any advertisement submitted successfully to the NYSCR on a given day appears the following business day. Advertisements submitted Friday, Saturday or Sunday appear on Monday, if it is not a legal holiday.

The earliest bid due date allowed in the ad insertion form shall be 15 business days (Monday-Friday) after the advertisement is published. The insertion, publication, and earliest due dates can be calculated by using the Publication Calculator Tool on the NYSCR's website. If an earlier bid due date becomes necessary, the Sponsor must get approval from the RLPL, with help from the NYSCR, which can be sought through the Contact Us.

As noted previously, any questions or requests for assistance can be made online through the **Contact Us** link or by calling Empire State Development, Procurement Assistance Services/NYSCR at (518) 292-5266.

Contracts to be awarded on a sole source[2] or single source[3] basis must have prior approval from the Main Office Local Programs Bureau (LPB). If approved, they will also need to be advertised.

14.2.2 Instructions to Bidders Regarding Proposed DBE Participation

Revision to ***NYSDOT Standard Specification Section 102-12***, participation indicates that the bidder shall submit DBE commitments with its proposal, including DBE name, address, work category, a brief description of work, and estimated commitment amount. To assist the Sponsor with collecting this information, see Appendix 14-9, Proposed DBE Commitment. (This form will be moved to Chapter 12 in the future.)

14.3 AMENDMENTS

An amendment is a formal modification of a proposed contract, issued after the advertisement publication date, and prior to the opening of bids. The Sponsor **shall have a process in place** to ensure all plan holders and NYSDOT receive amendments when issued. The following should be considered when a Sponsor is contemplating amending a contract:

[2] Sole source is a situation in which only one contractor can supply the goods or services.
[3] Single source is when two or more contractors can supply the goods or services, but one is selected over the others because of distinguishable expertise, previous experience with similar contracts, etc.

- If significant changes to the scope or scale are necessary, **the Sponsor should seek advice from the RLPL (changes may require FHWA approval if the project is on the NHS or a Project of Division Interest)**. If the changes are not allowed or appropriate to be incorporated by amendment the Sponsor should cancel the advertisement, redesign the project and then re-let the project.
- An amendment should be issued when the following errors are discovered:
    a. Any contract pay item quantity change of ±20% in Engineer's Estimate.
    b. Any contract pay item quantity change, multiplied by the estimated unit price (or change in a lump sum item), which alters the total engineer's estimate by more than ±1%.
    c. DBE goal incorrectly stated in the contract.
    d. EEO goals incorrectly stated in the contract.

14.4 BID LETTING AND BID ANALYSIS

Per ***23 CFR 635.113(a)***, "*All bids received in accordance with the terms of the advertisement shall be publicly opened and announced either item by item or by total amount. If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting.*"

If the proposal includes alternate bidding procedures, the contract budget and alternate bidding award procedures must be declared before opening bids and the announcement of the apparent low bidder (see Section 12.5.9). After all bid totals have been read aloud, the apparent low bidder is announced, and all bidders informed that award is pending a complete bid analysis including mathematical verification and affirmation that the low bidder is responsible. The Bid Analysis shall be concluded, and Contract Award shall be made within 45 days as noted in ***New York State Finance Law Section 140*** and ***NYS General Municipal Law Section 105***. If the award is not completed within 45 days, the contractor may withdraw their bid from consideration.

Negotiation with any bidder (i.e., adjusting quantities, changing unit prices, adding and subtracting work, etc.) before contract award is prohibited per ***23 CFR 635.113(a)***.

14.4.1 Bidder Responsibility

For all federal aid contracts, determination of whether or not a business entity is a "responsible bidder' is made using the guidelines established by ***9 NYCRR 4.170*** whereby a contractor/vendor may be deemed '*not responsible*".

The following must be verified as part of the bidder responsibility review by the Sponsor:

- For all contracts, the *New York State Uniform Contracting Questionnaire* (CCA-2) is used in the qualification of an entity as a "responsible bidder."
    - The NYSDOT Contract Management Bureau is responsible for reviewing and approving the CCA-2 questionnaire. After the low bidder is determined, the Sponsor should contact the RLPL as soon as possible to see if a *CCA-2* is on file for the bidder. If not, a questionnaire shall be completed by the low bidder and submitted to the Contract Management Bureau as instructed. A link to the CCA-2 questionnaire is on NYSDOT's website. Similar checks must be conducted on subcontractors (see LPM Chapter 15). RLPLs should access the "AASHTOWare Project Preconstruction" database to confirm that a vendor (contractor and subcontractors) has an approved CCA-2 on file.
- The United States General Services Administration's List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid.
- NYS Department of Labor's monthly List of Employers Ineligible to Bid on or be Awarded any Public Work Contract.

- NYS Department of State's Corporation/Business Entity Database to ensure that Corporations, Professional Corporations, Limited Liability Companies, and Limited Liability Partnerships have the proper authority to conduct business in New York State.
    - The Sponsor should print out the result of their search of the above databases and keep in the project files. Acknowledgment of certification is noted in the "Bid Opening, Verification and Sponsor Recommendation" letter (Appendix 14-1) to be provided with the Award Package as noted in Section 14.7.
- Office of Safety and Health Administration (OSHA) website for safety violations for a given firm.
    - In the event, there is an OSHA violation against the low bidder, it should not be an automatic disqualification. Provide a discussion indicating the violation, if it has been addressed or is being addressed as a statement to be provided with the Award Package as noted in Section 14.7.

14.4.2 Bid Analysis

The Sponsor must conduct a bid analysis to ensure that the apparent low bid is responsible and reasonable and that the contract award will best promote the public interest. The preparation of a Tabulation of Bids (see Appendix 14-4) should be completed to include all bidders. A bid analysis generally consists of a comparative review between the Engineer's Estimate and the apparent low bidder's bid to determine if item quantities and prices are accurate and if assumptions made during the estimate process were valid. Information relative to the other bidders in the Tabulation of Bids is of value during the bid analysis if significant variations become apparent between the apparent low bid and the Engineer's Estimate.

The following steps must be performed for each contract as part of the bid analysis:

1. Review the bid items that are 25% over or under the Engineer's Estimate and look for potential errors.

   A significant difference between the Engineer's Estimate and the total contract or item bid price by the apparent low bidder may indicate issues with commodity prices or regional work volume in the construction market. The distribution of bidders may indicate market conditions and competition relative to an individual project. A low total contract bid price by a bidder relative to other bidders closer to the Engineer's Estimate may suggest a misinterpretation of the bid documents by the Low Bidder; or simply that the Low Bidder has limited work and is bidding work closer to cost.

   Evaluate items with high bid costs to determine if there is an omission or error in the plans or specifications. If something unusual is found, review the quantity to determine if there is a possibility there is an error in the quantity or in the unit price used in the Engineer's Estimate. If the item appears to be in question, contact the Project Designer/Engineer of Record.

   Evaluate high bid items where the quantity is relatively small, the item may be a low productivity item and may, therefore, cost more than a typical weighted average or estimated price. The item should be compared with the other bidder's prices and if it still seems unusual, further analysis is necessary.

   Note circumstances where quantity changes could affect the ranking of the bidders if corrections/changes are made to the quantities. If post-award changes are anticipated that would change the ranking of the bidders, it should be recommended that all bids be rejected.

2. Evaluate bids with significant variations from the Engineer's Estimate, among the bidders, or noted in Step 1, review the items having the largest dollar amount differential for jobs with overall bids 15% higher or lower than the Engineer's Estimate. Include in the review, the analysis of the B

portion of an A+B Contract when the difference is more than 50%. For contracts with multiple B time periods, evaluate any B time period that is more than 50% below the Engineer's Estimate.

Determine if any bid prices are obviously unbalanced to the potential detriment of the Sponsor and contract execution. (For example, if the obviously unbalanced bid prices are all for items which will occur at the beginning of the contract, and the Contractor defaulted, the Sponsor may be in a difficult position to recover payments made.) Base the analysis on verification of quantities, discussions with the apparent low bidder about whether the general location of the contract is convenient for the apparent low bidder and whether the apparent low bidder will ultimately yield the lowest cost.

Any discussion with the apparent low bidder during procurement is subject to New York State Procurement Guidelines, as stated in Article 11 of New York State Finance Law. Negotiations with contractors, during the period following the opening of bids and before the award of the contract, shall not be permitted per ***23 CFR 635.113(a)***. Discussions should be factual without discussion of the other bids or the Sponsor's contract award intentions. Contacting the apparent low bidder should not be a routine practice. If the low bidder cannot justify the unbalanced item(s), the contract should be considered for rejection. It may be very difficult to justify the removal of the low bidder with a recommendation to award to the second bidder if items are not significantly unbalanced. Once an award recommendation is reached, detailed justification must be provided to the RLPL. Though the bid may not be desirable, it may be acceptable.

When the Sponsor has some objection to the apparent low bidder or needs more time to evaluate qualifications of the apparent low bidder, the RLPL must be notified as soon as possible of the objection with a summary of the justifiable reasons. The RLPL will then notify the NYSDOT MO-Local Programs Bureau (MO-LocalProgramsBureau@dot.ny.gov). If the Sponsor has concerns with an apparent low bidder, documentation supporting the concerns should be provided to NYSDOT.

14.4.3 Reasonableness Justification

When the apparent low bid is more than 15% higher or lower than the Engineers Estimate a reasonable justification is to be included in the bid analysis. Where the bid is 15% higher, the justification should focus on notable differences between the low bid and Engineer's Estimate for specific items and should discuss the apparent reasons such differences exist and any inherent risks. Where lower, the justification should focus on the experience of the apparent low bidder and its ability to complete the contract according to ***9 NYCRR 4.170***. If it is determined that changes to the Engineer's Estimate would be appropriate based on bid analysis findings, provide descriptions of the revisions to prices for each item that is revised and a revised total of the Engineer's Estimate. All revision descriptions must include dollar amounts and not general statements.

A reasonableness justification shall include all of the following:

1. Consider the structural assessment review performed by the structural designer, if applicable. Justify if the determination does not coincide with the "recommendation to award" by the structural designer.

2. Determine whether the contract can be divided into smaller segments or stages of construction, combined with work in a larger contract, or if there are changes in the contract requirements that can be made to reduce the cost of work or produce more competition.

3. Determine whether a contract is essential and whether the delay resulting from canceling and re-letting would not be in the best public interest. Contracts considered essential include, but are not

necessarily limited to safety contracts, which are to correct hazardous conditions to the traveling public, emergency repairs or replacement of damaged facilities.

4. Determine whether a timely award is required to complete staged construction, order materials, coordinate with and to allow other contracts (including other governmental and private contracts) to proceed, meet commitments made by the Sponsor, or to complete a facility in its entirety.

5. Determine if a delay would result in a substantial impact on the contract completion date or extend the contract beyond the contract completion date, over the winter and into the next construction season, thereby increasing the contract cost.

6. Determine whether the general location of the contract is saturated with similar types of construction contracts, thus tending to reduce competition.

7. Determine whether a shortage of construction labor, equipment or specialty capability and experience exists in the contract area, resulting in a general increase in bid prices.

8. Make a recommendation as to whether to award the contract.

14.4.4 Single Bid Analysis

For all contracts where only one bid has been received, the Sponsor should ascertain the potential for increased bidding if the contract were rebid, by examining the list of plan buyers for other potential bidders. Potential bidders should be contacted for their reasons for not bidding. Based on such discussion, determine whether revisions to the contract requirements could result in lower bids through increased competition or clarification of ambiguities. The Sponsor should determine whether the contract is essential and the potential for increased bidding if the contract were to be rebid. The Sponsor will provide the RLPL with the analysis and their determination on how they plan to proceed. The RLPL will review the analysis and provide the Sponsor with an acknowledgment and what steps are necessary. If the Sponsor has proposed to rebid the project, then the RLPL will acknowledge indicating that the Sponsor will need to provide a modified contract bid documents as outlined in Chapter 12 of the LPM before receiving authorization to re-advertise the project. If the Sponsor has proposed to not rebid based on their analysis and concurrence with the RLPL, the Sponsor will proceed with the award process.

14.4.5 Rejection of All Bids

It may be necessary to reject all bids. Reasons to reject all bids are:

- inadequate competition due to a limited number of bidders;
- high bids due to unclear requirements;
- bids where additional costs could not be justified; or
- other circumstances such as permits not being received.

A written discussion provided to the RLPL should include reasons why the Sponsor believes that they will receive better bids if the contract is re-let, or what changes will be made to secure more competitive bid prices, such as the bidding environment or time of the year when the job will be let. If after consultation and written concurrence with NYSDOT, all bids are rejected by the Sponsor, the Sponsor must notify ***all bidders***.

14.4.6 Bidder Error

Occasionally a bidder will inadvertently err so severely that it is not reasonable to expect contract fulfillment. ***General Municipal Law 103(11)*** ("Advertising for bids; letting of contracts; criminal

conspiracies") sets forth requirements to excuse a bidder for an error in bidding and to proceed to the next lowest responsible bidder:

> *Bid mistake; public projects. (a) In all contracts governed by this section, where a unilateral error or mistake is discovered in a bid, such bid may be withdrawn after a showing of the following: (1) the mistake is known or made known to the awarding officer, board or agency prior to the awarding of the contract or within three days after the opening of the bid, whichever period is shorter; and (2) the price bid was based on an error of such magnitude that enforcement would be unconscionable; and (3) the bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and (4) the error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, goods or services made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents or materials used in the preparation of the bid sought to be withdrawn; and (5) it is possible to place the public agency, board, officer or subdivision in status quo ante. (b) Unless otherwise required by law, the sole remedy for a bid mistake in accordance with this section shall be withdrawal of that bid and the return of the bid bond or other security, if any, to the bidder. Thereafter, the awarding officer, board or agency may, in its discretion, award the contract to the next lowest responsible bidder or rebid the contract. Any amendment to or reformation of a bid or a contract to rectify such an error or mistake therein is strictly prohibited.*

14.4.7 Move to Second Bidder

On occasion, the Sponsor will proceed to the Second Bidder. These occasions are:

- Bidder Error as noted in Section 14.4.6.
- Verified documentation determining that the apparent low bidder is not a 'responsible bidder'.
- Documented justification of objection to the apparent low bidder by Sponsor.
- Failure of the apparent low bidder to provide adequate and timely documentation to a Good Faith Effort.
- Failure of the apparent low bidder to provide adequate justification to a significantly unbalanced bid proposal.

If the Sponsor moves to the apparent second low bidder, the Sponsor must complete the bidder responsibility and analysis (Sections 14.4.1 thru. 14.4.1.3) for the second bidder. Documentation concurring with the move to the second bidder should be provided with the Award package.

14.5 PRE-AWARD CIVIL RIGHTS RESPONSIBILITIES

The Sponsor must monitor and report on the contract's DBE participation. There are three distinct stages of DBE participation: goals, commitments, and attainments. Goals are established prior to letting in the contract documents as a percentage of the contract bid price. After contract letting, the goal is expressed as a dollar amount. During the pre-award process, the apparent low bidder provided their agreed-upon DBE commitment as a dollar amount. After the contract award, attainment is measured after completion of the work in dollars paid to certified DBEs.

To comply with Federal Aid Civil Rights requirements, NYSDOT utilizes the Civil Rights monitoring and reporting software, Equitable Business Opportunities Solutions (EBO). It is the Sponsor's responsibility during pre-award to confirm that the apparent low bidder has committed to meeting the DBE participation goal or has demonstrated good faith efforts to do so. If the apparent low bidder has not met the goal, review of good faith efforts (GFE) and concurrence from the RLPL and NYSDOT's Main Office Local Programs Bureau is required. If the apparent low bidder fails to provide DBE commitment or provide a GFE pre-award, the Sponsor can move to the second low bidder.

Sponsors should note that in accordance with ***NYSDOT Standard Specifications 105-21*** (Civil Rights Monitoring and Reporting), the Contractor must submit timely, accurate and complete data using EBO.

14.5.1 Equitable Business Opportunities (EBO)

Project entry into EBO is required during pre-award once the low bidder has been identified. The following steps are to be completed before the submittal of the Award Package to the RLPL and **before** award of the contract:

1. After the identification of the apparent low bidder, the Sponsor will immediately submit the "Contract Template" (contract's items, quantities, low bid prices, and apparent low bidder information) to the RLPL, utilizing the "FA DBE EBO Template Construction" and confirm the correct Units of Measure for a seamless upload into the Civil Rights reporting software, EBO.

2. The RLPL will perform a Quality Assurance review on the Template to determine if the header information has been completed and that the units of measure being used are correct. If there are errors, the RLPL will return the template to the Sponsor for correction. The RLPL will submit the completed Template to localprograms.ebo@dot.ny.gov for upload into EBO.

3. Main Office Local Programs Bureau will notify the RLPL; who will then notify the Sponsor that the Template has been successfully loaded into EBO.

4. The Sponsor will notify the apparent low bidder that the contract has been initialized in EBO.

5. The low bidder must enter their complete DBE participation package in EBO within 5 (five) calendar days from the date of the **bid opening**, or risk having their bid declared non-responsive.

6. The Sponsor and RLPL must review the pre-award participation data in EBO to confirm that the DBE goal is met.

7. If the DBE goal is not met, the low bidder must provide documentation of Good Faith Efforts (GFE) to the Sponsor. The Sponsor will forward copies and any other additional information, to the RLPL for concurrence with NYSDOT's Main Office of Civil Rights as detailed in section 14.5.2 titled "Good Faith Efforts (GFE)."

The following pre-award participation data in EBO must be reviewed for completeness and accuracy by the Sponsor:

- All proposed DBEs are listed in the New York State Unified Certification Program (UCP) Directory located at https://nysucp.newnycontracts.com/.
- All proposed DBEs are listed in the UCP Directory to perform the work that they are being proposed to perform (NOTE: If there are no NYSDOT Work codes indicated on the DBE's Certification, if NYSDOT work codes do not match the contract pay items, or if they are not being used, then the NAICS codes should be reviewed against the proposed work.)
- All proposed DBE participation is identified with the correct work type such as construction, material supplier, professional services, etc.
- A completed *AAP22 DBE Material Supplier Commitment Information* form is submitted for each proposed DBE material supplier as part of the award package; this form can be found at NYSDOT's Office of Construction - Forms. Information should be entered into EBO.
- A completed *AAP23 DBE Trucking Commitment Information* form is submitted for each proposed DBE trucking firm as part of the award package; this form can be found at the above website. Information should be entered into EBO.
- All proposed trucking utilization is supported by trucking data entered in EBO.
- All partial items are explained in writing and submitted to RLPL.

- All proposed DBEs acknowledged their respective proposed participation in EBO.

14.5.2 Good Faith Efforts (GFE)

If the apparent low bidder does not meet the DBE goal, the apparent low bidder must document that it conducted adequate Good Faith Efforts (GFE) to achieve the goal.

Once the apparent low bidder has supplied the GFE documentation, the Sponsor will forward copies and any other additional information, to the RLPL for concurrence by NYSDOT's Main Office of Civil Rights. Once NYSDOT's review is complete and the Sponsor notified, the Sponsor shall approve the pre-award DBE participation in EBO and will proceed with its award process.

The Sponsor shall not award the project to the apparent low bidder until concurrence is received from NYSDOT of both the GFE and Award Package. Notice to Proceed issued by the Sponsor to the apparent low bidder prior to NYSDOT issuing Authorization to Proceed without NYSDOT review and concurrence may result in a loss of federal aid.

The apparent low bidder should provide a comprehensive GFE package to the Sponsor. The GFE supporting documentation includes, but is not limited to, the following:

- *Form AAP-10 D/M/WBE Solicitation Log* this form can be found at NYSDOT's Office of Construction - Forms.
- Copies of correspondence, faxes, and e-mails sent to prospective DBEs;
- Copies of advertisements (e.g., newspaper ads);
- Copies of quotes from non-selected DBEs as well as quotes from the selected non-DBEs.

At a minimum, the Sponsor should perform the following analysis for GFE and provide a summary when transmitting to the RLPL:

- Check the DBE certification status of each firm contacted.
- If the firm cannot be found in the UCP Directory, confirm the certification status with the certifying agency responsible for the firm. Never accept copies, faxes, or scans of certification letters.

Compare the work in the contract against:

- Work for which DBEs were solicited.
- Work that the DBEs are listed to perform.
- Compare the location of each DBE firm to ensure an exhaustive search was performed for each item, within an appropriate radius of the project in accordance with NYSDOT Standard Specification §102-12(G).
- Identify available participation opportunities and compare them against the type of work solicited.
- Ensure all types of DBE firms were solicited including, material supply, manufacturing, fabrication, professional services, etc.
- Cross-reference letters, faxes, AAP-10, etc.

Compare the DBE's price against:

- Engineer's Estimate;
- Bid price;
- Weighted Average Item Price Report data;
- Where does the DBE's price fall in comparison to all the above;
- Contact a sample of the firms listed on the AAP-10 to verify solicitation effort stated in the solicitation log and other documents:
  - When contacted;

    - By whom;
    - By what method(s);
    - How many times;
    - For what work;
    - Was quote/bid submitted;
    - Were plans provided/made available – how and when?
- Low bidder's follow-through;
- Compare all efforts against Appendix A, Standard Clauses for NYS Contracts to ***49 CFR 26***.

The Sponsor should discuss any document deficiencies with the apparent low bidder. If the Sponsor is satisfied, the documentation is provided to the RLPL for concurrence with the Office of Civil Rights.

If the Sponsor determines that the low bidder did not conduct adequate GFE, it should present its recommendation with this analysis and supporting documentation to its management as well as to the RLPL in a narrative which should include:

- State the specific non-compliance actions.
- Cite the specification and regulation for each non-compliance action or class of actions.
- Provide calculations of the amount achieved toward the DBE goal and the difference.
- Provide an analysis of the feasibility of the DBE goal.
- Provide a timeline or chronology of events.
- Calculations of the difference between the first and second low bidders.
- Any other relevant information.

The Sponsor must follow its administrative process and document its steps and actions. If it is determined that the low bidder did not conduct adequate GFE, the Sponsor may disqualify the low bidder and request from the RLPL concurrence to award to the second low bidder who has successfully met the DBE goal or has submitted sufficient GFE.

The DBE goal is in effect for the duration of the contract. If the DBE goal is not met at the time of award and was awarded based on a GFE, then the ***Sponsor*** must ensure Good Faith Efforts are made throughout the life of the contract. The contractor will be required to continue to solicit DBE firms for participation in the contract and document those efforts. The Sponsor will continue collecting the additional GFE documentation from the contractor throughout the duration of the contract, or until the DBE goal is met.

The DBE Attainment Report from EBO shall be submitted with the Sponsor's request(s) for reimbursement. See LPM Chapter 5 for reimbursement instructions.

14.6 BRIDGE CONSTRUCTION UNIT COST DATA (if applicable)

Annually, all states are required to submit to FHWA bridge construction unit costs for all new and replacement bridges constructed using any federal funds. The FHWA requirement does not pertain to bridge rehabilitations, superstructure replacements, or pedestrian bridges.

The Sponsor must provide to the RLPL an itemized bridge share of the construction costs (as submitted by the successful bidder). A separate itemized share is required for each bridge, and only bridge items shall be included. The Engineer's Estimate and other bidder's unit costs should not be included. This data must be provided to NYSDOT when the contract is awarded.

The Bridge Construction Unit Cost Datasheet (see Appendix 14-2 for a sample) must be provided to the RLPL, who forwards them to NYSDOT's Main Office. The collected data is provided to FHWA for their program analysis.

14.7 AWARD PACKAGE

NYSDOT delegated oversight authority by FHWA, is responsible for the construction of all Federal-aid projects. When the project is not on the NHS or State Highway System, NYSDOT is not relieved of overall project responsibility, thus the Sponsor must submit a Contract Award Package to the RLPL requesting a Concurrence in Award letter.

The following items are to be included in the Contract Award Package (see Appendix 14-3 for the Contract Award Checklist):

- Bid Opening, Verification, and Sponsor Recommendation Letter (see Appendix 14-1) and attachments.
- Proof of Advertising which consists of the ad from the Contract Reporter, local newspaper, and copies of any other advertisements placed, whether in hard copy or electronic media. (see section 14.2 – "Advertising").
- Copy of all amendments issued:
    - Amendments distribution records showing that all amendments were sent to all plan buyers.
    - A record showing receipt of amendments by plan holders/bidders.
- A list of plan holders.
- Copy of notarized and signed proposal of the verified apparent low bidder.
- Copy of Certificate of Insurances – Workers Compensation and Disability Benefits (see Chapter 12.3.8).
- Copy of bond and/or bid deposit.
- Signed Non-Collusive Bidding Certification (see Appendix 12-1.14).
- Signed Disclosure of Lobbying Activities Forms (see Appendix 12-1.7).
- Copy of the confirmation of an approved CCA-2 *New York State Uniform Contracting Questionnaire.*
- Certification of apparent low bidder responsibility (see Section 14.4.1 – "Bidder Responsibility").
- Bid analysis completed by Sponsor (see Section 14.4.2).
- Description from the Sponsor concerning how it intends to inspect and provide QA/QC, as noted in the approved CMP.
- Bridge Construction Unit Cost Data (required for all projects with new or replacement bridges, (see Appendix 14-2).
- Documentation demonstrating that the low bidder met their responsibility for Equal Employment Opportunity (EEO) participation (AAP33 from EBO).
- DBE participation – EBO utilized and DBEs have acknowledged work. The Concurrence of proposed DBE participation by the RLPL prior to award.
- GFE documentation, if the DBE goal appears - the Sponsor **cannot award** the contract until NYSDOT's Office of Civil Rights concurs with the GFE.
- DBE trucking information in EBO if trucking is utilized from EBO.
- DBE Material Supplier Commitment Information (AAP22), if DBE material suppliers are utilized.
- DBE Trucking Commitment Information (AAP23), if DBE trucking firms are utilized
- Identification of Affirmative Action Representatives in EBO (not required for suppliers)

- Documentation demonstrating that the low bidder met their responsibility for DBE participation when goals were established. See NYSDOT Contract Administration Manual (CAM) §102-12 and Chapter 13 Civil Rights Requirements.

Sponsors must submit the Award Package for review prior to the award of the contract in order for the RLPL to conduct their review. RLPL will review and issue a Concurrence in Award letter when all questions and comments have been addressed.

14.8 CONTRACT AWARD

Federal aid contracts shall be awarded only based on the lowest responsive bid submitted by a bidder meeting the criteria of responsibility established by NYSDOT, in accordance with "Licensing and qualification of contractors per ***23 CFR 635.114(a)***. If the award is not completed within 45 days, the contractor may withdraw their bid from consideration as noted in ***140 of the State Finance Law*** and ***Section 105 NYS General Municipal Law***.

The Sponsor must certify in writing that all items in the award documentation package have been addressed and request a Concurrence in Award letter from the RLPL. In support of the Sponsor's request, the Sponsor must summarize the results of their bid analysis and highlight any irregularities that may have been identified using the Tabulation of Bids (see Appendix 14-5). The summary must include the bid tabulations of the project, showing bid item details for at least the low three acceptable bids and the total amounts of all other acceptable bids. After receiving the Concurrence in Award letter from the RLPL, the Sponsor may award the contract, provide notification of the award to the RLPL, and schedule a Pre-Construction Kick-off meeting to which the RLPL needs to attend.

For projects on the NHS System, Sponsors must contact the RLPL for additional requirements. See PDM Chapter 4, Table 4-3. Concurrence in the award is a prerequisite to federal participation in construction costs and, unless specifically stated otherwise, constitutes authority to proceed with construction ***23 CFR 635.114(b)***. The Concurrence in Award Letter must be retained as part of the project record by both the Sponsor and the RLPL.

14.9 REFERENCES

Federal Regulations
23 CFR 230 Subpart A—Equal Employment Opportunity on Federal and Federal-Aid Construction Contracts (Including Supportive Services
23 CFR 635.104 Method of Construction
23 CFR 635.105 Supervising agency (NYSDOT)
23 CFR 635.112 Advertising for bids and proposals
23 CFR 635.113(a) Bid opening and bid tabulations
23 CFR 635.114(a)(b) Award of contract and concurrence in award
49 CFR 26 Participation by Disadvantaged Business Enterprises (DBEs)

State Laws, Regulations, and Guidance
9 NYCRR 4.170 Establishing Uniform Guidelines for Determining the Responsibility of Bidders
NYS Finance Law – Section 140 Disposition of deposit accompanying bid
NYS General Municipal Law, Section 103, Subdivision 11 Advertising for bids and offers; letting of contracts; criminal conspiracies
NYS General Municipal Law Section 105 Disposition of deposit accompanying bid
NYS Procurement Guidelines
NYSDOT Civil Rights Forms – Not in Equitable Business Opportunities (EBO)
NYSDOT Contract Administration Manual §102-12
NYSDOT Office of Construction - Forms
NYSDOT Standard Specifications §101-02
NYSDOT Standard Specifications §102-12
NYSDOT Standard Specifications §105-21
PDM Chapter 4, Table 4-3

Web addresses
Corporation/Business Entity Database
https://www.dos.ny.gov/corps/
List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid
https://uscontractorregistration.com/?gclid=EAIaIQobChMIgsz--LHv2wIVVImGCh2qug_pEAAYASAAEgLb-fD_BwE
List of Employers Ineligible to Bid on or be Awarded any Public Work Contract
https://apps.labor.ny.gov/EDList/searchPage.do
NYSCR Contract Us
https://www.nyscr.ny.gov/contactUs.cfm
NYSCR Registration
https://www.nyscr.ny.gov/register.cfm
New York State Unified Certification Program (UCP) Directory
https://nysucp.newnycontracts.com/
Office of Safety and Health Administration (OSHA)
https://www.osha.gov/pls/imis/establishment.html
The New York State Contract Reporter
https://www.nyscr.ny.gov/
Weighted Average Item Price Report data
https://www.dot.ny.gov/divisions/engineering/design/dqab/waipr

LPM

APPENDICES

CHAPTER 14

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Appendix 14-1
BID OPENING, VERIFICATION AND SPONSOR RECOMMENDATION LETTER
Support for Concurrence in Award

(Sponsor's Letterhead)

[DATE]

[RLPL NAME]
[RLPL ADDRESS]

RE: AWARD DOCUMENTATION
[PIN, PROJECT NAME]
BID OPENING, ANALYSIS, CERTIFICATION, AND RECOMMENDATION

Dear [RLPL Name]:

In accordance with Chapter 14 of NYSDOT's Local Projects Manual (LPM), the [Sponsor] has advertised, accepted bids, and completed the award process for the construction contract for the above-referenced locally administered federal aid project including:

- Advertised, at least 15 business days before the bid opening in the NYS Contract Reporter;
- Indicated the Disadvantaged Business Enterprise (DBE) [or Minority/Women Business Enterprise (M/WBE)] goals in the ad;
- Opened bids and read them aloud in a public forum in accordance with standard competitive bidding procedures and requirements;
- Mathematically verified bids and determined if bids are responsive;
- Provided a tabulation of all bids received at a public bid opening (attached);
- Determined low bidder and, if applicable, the low bidder in accordance with approved alternate bidding procedures, if used;
- Evaluated responsibility of the low bidder in accordance with Section 14.4.1 of the LPM;
- Analyzed bids in accordance with Section 14.4.2 of the LPM (attached);
- Evaluated and ensured appropriate DBE [or M/WBE] participation by DBE [or M/WBE] firms listed on NYSDOT registry prior to award;
- Completed all outstanding items, if any, which were incomplete at the time Authorization to Proceed with Advertisement was issued (Right-of-Way, permits, Construction Management Plan, etc.);
- Submitted the Contract Award Documentation Package with the checklist, described in Section 14.7 of the LPM to the RLPL;
- All environmental permits and approvals have been secured except those identified in the contract documents as needing to be obtained and secured by the contractor;
- Justification for rejection of all bids (if applicable);

The following information is provided:

- Project authorized for advertising by NYSDOT on [date];
- Project advertised for [days] business days beginning on [date];
- Bid Opening was [date];
- Contract Number is [LD OSC Contract Number];
- [#] of bids were received;
- [#] of plan holders;
- The computation of bids was verified by: [name of firm, individual] on: [date]
- The construction is being inspected by: [name of firm]

Engineer's Estimate: $ xxx, xxx.xx DBE or [M/WBE] Goal %

Bidders in rank order:

Rank	Bidder Name	Bid Amount	Contract Goal %
1	[Const. Co. A]	[$ xxx, xxx.xx]	%
2	Const. Co. B	$ xxx, xxx.xx	%
3	Const. Co. C	$ xxx, xxx.xx	%
4	Const. Co. D	$ xxx, xxx.xx	%
5	Const. Co. E	$ xxx, xxx.xx	%

The following irregularities were found: [note irregularities or indicate n/a]

The Lowest Responsible Bidder: [Const. Co. A] Low Bid: [$ xxx, xxx.xx]

	Total Bid
Federal Share is	$xxx, xxx.xx
State share (if applicable) is	$xxx, xxx.xx
Local share (if applicable) is	$xxx, xxx.xx

( ) I recommend the award of the above contract to the lowest responsible bidder.

( ) I recommend the rejection of all bids.

Sincerely,

[RLO – name, title]
[Sponsor]

Attachments:
Appendix 14-3, Locally Administered Project Contract Award Checklist and documents
Appendix 14-4, Tabulation of Bids
Bid Analysis

Appendix 14-2
BRIDGE CONSTRUCTION UNIT COST DATA
(Sponsor Sample)

Appendix 14-2

BRIDGE CONSTRUCTION UNIT COSTS DATA

Description:	
Letting Date:	
Contract No.:	
County:	
BIN:	
PIN:	
Structure Type:	
Deck Area (SQFT):	

ITEM	ITEM DESCRIPTION	UNIT	COST/UNIT	QUANTITY	LOW BID

INSTRUCTIONS on completing the Bridge Construction Unit Cost Data sheet.

The Sponsor must provide to the RLPL an itemized bridge share of the construction costs (as submitted by the successful bidder). A separate itemized share is required for each bridge, for all new and replacement bridges constructed using federal funds and only bridge items shall be included. The Engineer's Estimate and other bidder's unit costs should not be included.

Do not complete this form for bridge rehabilitations, superstructure replacements or pedestrian bridges.

Description:	Short Description of the Project.
Letting Date:	Indicate date project was let on.
Contract No:	LD (Office of the State Comptroller Number from the State/Local Agreement.)
County:	Location of the bridge.
BIN:	Bridge Identification Number.
PIN:	Indicate the 6-digit project identification number.
Structure Type:	Slab; Stringer/Multi-Beam; Girder; Tee Beam; Box Beam; Box Girder; Frame; Culvert; Truss, Deck; Truss, Thru; Arch, Deck; Arch, Thru; Suspension; Stayed Girder; Movable Lift; Tunnel.
Deck Area (Sqft)	Indicate the square footage of the deck area of the bridge.
Items:	Indicate only those items in the bridge share of the project.
Description:	Provide a short description of the item
Unit:	EA - Each; SF - Square feet; LF - Linear feet; LS - Lump sum
Cost/Unit	Cost per Unit.
Quantity	Indicate quantity.
Low Bid	Total cost per low bid per item. Column will automatically calculate.

Appendix 14-3
Locally Administered Project Contract Award Checklist

PIN: _____ Project: _____ Sponsor: _____ Federal Aid Project ☐ Non-Federal Aid Project ☐	Award Package Received by RLPL: __/__/__ Start Review on: __/__/__ Finish Review by: __/__/__ Project on NHS or State Highway? Y ☐ / N ☐

Date Sponsor	Date RLPL	Complete	Required Items
__/__/__	__/__/__	☐	Proof of advertisement (Contract Reporter, local newspapers, etc.)
__/__/__	__/__/__	☐	Amendments issued:
__/__/__	__/__/__	☐	• No concerns with amendments.
__/__/__	__/__/__	☐	• Copy of receipt of amendments by all bidders.
__/__/__	__/__/__	☐	Bid Opening, Verification and Sponsor Recommendation Letter (LPM Appendix 14-1)
__/__/__	__/__/__	☐	• Copy of verified low bidder's signed bid sheets.
__/__/__	__/__/__	☐	• Mathematical verification of bids provided.
__/__/__	__/__/__	☐	• Engineer Estimate (EE) and unit bid prices for all bidders.
__/__/__	__/__/__	☐	• Recommendation of award by Responsible Local Official *(On NHS or State Highway System)*
__/__/__	__/__/__	☐	• List of Plan holders.
__/__/__	__/__/__	☐	Award or recommendation consistent with *LPM* approved alternate bidding process
__/__/__	__/__/__	☐	Bid analysis (LPM 14.4.2) - no collusion, no unbalancing for high bid/low bid items (25% over/under EE) and in certain cases major items.
__/__/__	__/__/__	☐	• Items 25% over/under EE reviewed.
__/__/__	__/__/__	☐	• Omissions or errors explained.
__/__/__	__/__/__	☐	• Quantity changes affecting ranking of bidders.
__/__/__	__/__/__	☐	• Significant variation from EE/unbalancing of unit prices explained.
__/__/__	__/__/__	☐ ☐ n/a	• Reasonable justification provided (LPM 14.4.3).
__/__/__	__/__/__	☐ ☐ n/a	Project Segments on the State or NHS (LPM 15.3.1.1.1). QC/QA Plan in place.

Date Sponsor	Date RLPL	Complete	Required Items
/ /	/ /	☐	Bidder Responsibility: (LPM 14.4.1) https://uscontractorregistration.com/ – use this to register to do business with U.S. government. http://www.osha.gov/pls/imis/establishment.html – use this to check if any OSHA violations. http://www.dos.ny.gov Go to "Corporations/State Records & Uniform Commercial codes", "Search for Corporations".
/ /	/ /	☐	• NYS Uniform Contracting Questionnaire (Form CCA-2) completed and on file with DOT .
/ /	/ /	☐	• Debarment History Certification https://apps.labor.ny.gov/EDList/searchPage.do.
/ /	/ /	☐	• Disclosure of Lobbying Activities form signed.
/ /	/ /	☐	• Non-collusive Bidding Certification form signed.
/ /	/ /	☐	Certificate of Insurances: Workers Compensation and Disability Benefits.
/ /	/ /	☐	Bond and/or Bid Deposit
DBE goal is ___ % (Federal Aid Project)			
		☐	All DBE firms verified in NYS Unified Certification Program (UCP). https://nysucp.newnycontracts.com/
/ /	/ /	☐	All DBE firms certified for items of work they are proposed to perform.
/ /	/ /	☐	All DBE firms entered correctly, acknowledged and approved in EBO.
MBE goal is ___% (Non-Federal Aid Project Only)			
WBE goal is ___ % (Non-Federal Aid Project Only)			
M/WBE Waiver Request (Non-Federal Aid Project Only)			
		☐	All M/WBE firms verified.
D/M/WBE goal not met: (Federal and Non-Federal Aid Projects)			
/ /	/ /	☐ ☐ n/a	Good Faith Efforts documentation submitted:
/ /	/ /	☐	• Form AAP-10 D/M/WBE Subcontractor & Supplier Solicitation Log.
/ /	/ /	☐	• Correspondences, faxes, emails.
/ /	/ /	☐	• Advertisements (e.g. Newspaper ads).
/ /	/ /	☐	• Quotes from non-selected/selected D/M/WBE's.

Date Sponsor	Date RLPL	Complete	Required Items
___/___/___	___/___/___	☐ ☐ n/a	• Good Faith Efforts documentation approved by Main Office Local Program Bureau (LPB).
___/___/___	___/___/___	☐	Award notification to Contractor (formal award documentation).
___/___/___	___/___/___	☐	Low bid broken down by fiscal and highway/bridge share.

For RLPL Use:			
	___/___/___	☐ ☐ n/a	If EE greater than available capped funds, is assurance granted by Sponsor to fund difference with own funds?
	___/___/___	☐ ☐ n/a	Explanation of cost increases adequate?
	___/___/___	☐ ☐ n/a	If additional federal aid is requested/needed and applicable, has it been secured?
	___/___/___	☐ ☐ n/a	Construction related costs (CI, RRFA, utility, etc.) are known.

For RLPL Use:

Low Bid vs. Programmed Funds *(to be used in Award Notification Memo)*			
	Funding Source	Programmed	Low Bid
Construction Highway..... Bridge.....		$ $..... $.....	$ $..... $.....
100% Local ..... *(betterment, amount over capped funding, etc.)*	.....	$.....	$.....
Utilities.....	.....	$.....	$.....
Total.....	.....	$.....	$.....
Construction Inspection Who Performing:		$	$
Total Construction Phase		$	$
Let Date: _____ Completion Date: _____ EE: $_____ Award Date: _____			
Contractor: _____ OSC D#: _____ Construction FA # _____			
EE at time of letting matches Award EE *(If Award amount differs from EE at letting by > 10% and the additional bid analysis is not done, is federal funding affected? If not, then eliminate this checklist item. If so, then next step is to make sure appropriate bid analysis was done (> or < 10% of EE).*			

Any recommendations, unique, unusual, unfinished, (e.g. ROW Projections, permits, funding shortfalls, etc.) to be noted in the "Notice to Proceed with Award" Letter:

Unique Situations

Regional Reviewer	Concern/Situation	Resolution/Date

Nassau County DPW

Appendix 14-4
TABULATION OF BIDS
(SAMPLE)

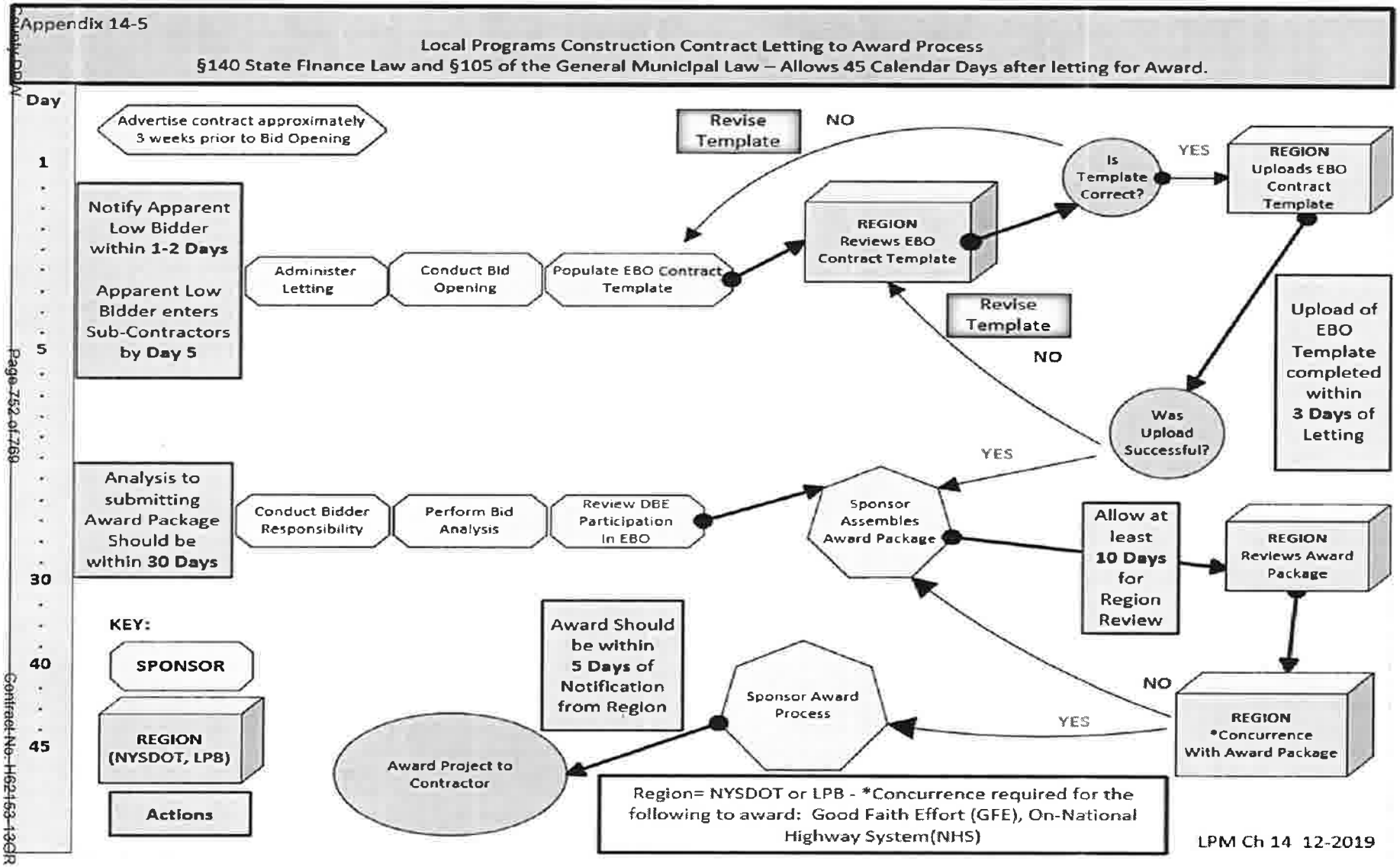
Date:

PIN:	
Project:	
Letting Date:	
Sponsor:	

						Bidder A			Bidder B		
Item	**Item Description**	**Unit**	**Quantity**	**Unit Price**	**Engineer's Estimate**	**Quantity**	**Unit Price**	**Total Cost**	**Quantity**	**Unit Price**	**Total Cost**
201.06	CLEARING AND GRUBBING	L.S.	1	$2,500.00	$2,500.00	1	$3,000.00	$3,000.00	1	$3,500.00	$3,500.00
609.0401	CAST-IN-PLACE CONCRETE CURB TYPE VF 150	L.F.	730	$40.00	$29,200.00	730	$40.00	$29,200.00	730	$45.00	$32,850.00
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	C.Y.	40	$600.00	$24,000.00	40	$650.00	$26,000.00	40	$500.00	$20,000.00
635.0203	CLEAN AND PREP OF PAVEMENT SURFACES - LETTERS	EA.	40	$40.00	$1,600.00	40	$50.00	$2,000.00	40	$43.00	$1,720.00
698.04	ASPHALT PRICE ADJUSTMENT	D-C	1	$1.00	$1.00	1	$1.50	$1.50	1	$2.00	$2.00
			Computed TOTAL:		**$57,301.00**			$60,201.50			$58,072.00

Pavement Marking Improvements Ph 13 PIN 0764.23
Contract No. H62153-13GR

Appendix 14-5
LETTING TO AWARD FLOWCHART



LPM Ch 14 12-2019

Appendix 14-6
CHECKLIST- AFTER A PROJECT HAS BEEN LET, BUT NOT AWARDED

Per §140 of the NY State Finance Law and §105 of the NYS General Municipal Law, 45 Calendar Days is allowed after letting to Award.

PIN: _____ Project: _____ Sponsor: _____	Received by RLPL: / / Start Review on: / / Finish Review by: / /

Within first 3 Days of letting: ***(Date Completed)***

☐ Unverified Low Bidder, number of Bidders, Engineer Estimate and Low Bid.
- Sponsor provides the RLPL with the results of the letting **immediately.** _____

☐ Sponsor provides RLPL with **a single contact** for the award process. _____
- name, email address, and phone number.

☐ Sponsor verify bids. _____

☐ Sponsor identifies Apparent Low Bidder ***within 2 calendar days***. _____

☐ Sponsor performs bidder responsibility review ***within 2 calendar days***. _____
- For all contracts, the New York State Uniform Contracting Questionnaire (CCA-2) is used in the qualification of an entity as a "responsible bidder."
- United States General Services Administration's List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid.
- NYS Department of Labor's monthly List of Employers Ineligible to Bid on or be Awarded any Public Work Contract.
- NYS Department of State's Corporation/Business Entity Database to ensure that Corporations, Professional Corporations, Limited Liability Companies, and Limited Liability Partnerships have the proper authority to conduct business in New York State.
- Office of Safety and Health Administration (OSHA) website for safety violations for a given firm.

☐ Sponsor completes bidder responsibility review and informs Apparent Low Bidder _____
within 2 calendar days.

☐ Sponsor compiles the "*Contract Template*" for entry into EBO and submits to RLPL _____
within 3 calendar days.
- Verify template to ensure that there are no errors; total of extended prices must match the Low Bid.
- The template can be obtained at https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/civil-rights.

☐ Sponsor compiles "Award Documentation Package" for "lowest responsible bidder". _____
- See Local Program Manual, Chapter 14 – Advertisement, Contract Letting Award, Appendix 14-3 for a *"Locally Administered Project Contract Award Checklist"*.

(Date Completed)

Within 5 calendar days of Letting (per NYS Standard Specifications Section 102-12, H.):

☐ Once EBO is set up, Apparent Low Bidder must enter Sub-Contractors, items and rates in EBO. _____

☐ Subcontractors must access EBO and acknowledge commitments. _____

☐ Sponsor must review and approve Subcontractors. _____

☐ Sponsor must inform RLPL once Subcontractors are approved and DBE Goal is met or submit GFE for approval. _____

☐ RLPL provides:
- Quality Assurance review on the Contract Templates and resolve errors. _____
- Forward Contract Template to Main Office Local Programs EBO Unit for upload (to localprograms.ebo@dot.ny.gov. _____

☐ Main Office Local Programs EBO Unit upload information from the Contract Template and notifies RLPL. _____

☐ RLPL notifies Sponsor of successful upload to EBO. _____

☐ **Sponsor, Apparent Low Bidder and proposed Subcontractors who do not have EBO access must submit a request for access to the RLPL.**
- **Forms can be obtained at https://www.dot.ny.gov/divisions/operating/opdm/local-programs-bureau/locally-administered-federal-aid-projects/repository/Sponsor%20Request%20for%20EBO%20system%20login.rtf**

Within 25 days of Letting:

☐ Sponsor submits the Assembled "Award Documentation Package" and checklist to the RLPL for review and Approval/Concurrence. _____

☐ Sponsor updates the Construction Management Plan (CMP) as needed and provides to the RLPL. _____

☐ The Sponsor can start working with the "lowest responsible bidder" on the contract agreement, bonds and insurances; do not execute an agreement yet.
- **WAIT** for the RLPL to get back to you regarding the review of the "Award Documentation Package" and further instructions.

Between 30 and 40 Days of Letting: *(Date Completed)*

☐ RLPL receives **completed** Award Documentation Package. _____

☐ RLPL completes review of Award Documentation Package and notifies Sponsor With a "Notification to Proceed with Award" Letter. _____

☐ Sponsor Receives "Notification *to Proceed with Award"* from RLPL. _____

Between 40 and 45 days from Letting:

☐ Sponsor provides the RLPL with the date contract awarded to the contractor. RLPL to have Local Programs EBO Unit enter date and indicate contract awarded in EBO. _____

☐ Sponsor finalizes resolution, contract agreement, bonds and insurances, and highway work permit (if applicable). _____

☐ Sponsor sends Contractor Notification of Award to RLPL. _____

☐ Sponsor contacts RLPL to schedule a Pre-Construction meeting. _____

Appendix 14-7
Construction Advertisement Checklist
(NYS Contract Reporter and Local Paper(s))

PIN: _____ OSC D# _____ Project: _____ Sponsor: _____	Start Review on: ___/___/___ Finish Review by: ___/___/___ Project on NHS or State Highway? Y / N

The following information must be included in the ad: NYS Contract Reporter (NYSCR) https://www.nyscr.ny.gov/

Included	Description of Information
	NYSDOT (6-digit) Project Identification Number (PIN)
	Local Contract Number (if applicable)
	Owner/Contracting Party
	Address of the Letting Venue
	Date and Time of Letting
	Where to obtain contract documents; official bidder's list
	Address where to submit bids
	Process of issuing Amendments
	Time for Performance of Contract
	NYSDOT Standard Specifications version date (1/1; 5/1; 9/1) as noted in Contract Proposal
	Federal Aid Project (LPM – Local Projects Manual)
	DBE Goal – Even if ZERO
	MBE Goal (For non-federal aid Projects Only)
	WBE Goal (For non-federal aid Projects Only)
	EEO Goal - Minority (To be included for ALL projects)
	EEO Goal – Female (To be included for ALL projects)
	Requirement to use Equitable Business Opportunity (EBO) software
	Requirement to submit *New York State Uniform Contracting Questionnaire* (CCA-2) online for prime and subs
	Requirement to submit completed Non-Collusion Forms (Appendix 12-1)
	Requirement to submit completed Lobbying Activities Form (Appendix 12-1)
	NO indication of residential or geographical restrictions or warranties
	Bid Deposit/Security required
	Bid cannot be withdrawn within 45 days of letting
	Owner's rights to waive any informalities and to reject any and all bids
	Contact name, phone number and/or email for any questions
	Bidder to promptly notify contact of any errors, omissions, conflicts, ambiguity, etc. in/among contract documents

Appendix 14-8
SAMPLE NOTICE TO BIDDERS – ADVERTISEMENT TO BID

Notice is hereby given that the **[Sponsor]** will accept sealed bids for:

[Project description, location]
[PIN XXXX.XX]
[Contract Number]

The Owner is the **[Sponsor]** and the work site is/are located in the **[municipality]**. The projects limits extend from: **[location limits]**

The work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following: **[Provide a description of work included. E.g. Installation of approximately 3,500 ft of sidewalks with or without curb; signing and striping including the installation of crosswalks, pedestrian traffic signal upgrades, drainage modification, resurfacing, bridge replacement, etc.]**

This is a Federal Aid Project **[State Aid Project]** and NYSDOT Standard Specifications, officially finalized and adopted on **[date]** as posted on the New York State Department of Transportation's website must be followed by the successful bidder.
[Choose appropriate goal format, DBE or M/WBE, based on funding and eliminate section not applicable]
The DBE goal for this project is: [%]
There are no M/WBE goals for this project.
[OR]
The MBE goal for this project is: [%]
The WBE goal for this project is: [%]
There are no DBE goals for this project.
(The EEO Goals apply to ALL contracts)
The EEO Employment goals for this project are: [%] Minority Employment Goal
6.9% Women Employment Goal

The use of the NYSDOT approved civil rights reporting software, Equitable Business Opportunities (EBO), is required. Access authorization to EBO can be found at https://www.dot.ny.gov/main/business-center/civil-rights2/civil-rights-repository/Tab/20171010_EBO_Vendor_Login_Request_Form.pdf

No residential or geographical restrictions will be in effect for this project. Applicable Federal requirements take precedence over State and local requirements unless state and local requirements are deemed to be more stringent.

Contract Documents, including Invitation to Bidders, Instructions to Bidders, Wage Rates, Bid Documents, Agreement, Special Notes, Specifications, Contract Drawings and any Addenda, may be examined, at no expense, at the office of: **[street address]** or at **[street address]** between the hours of **[xx:xx]**am and **[xx:xx]**pm Monday through Friday. Contract Documents are also available at **[insert link if applicable]**.

(If applicable) USB drives containing digital versions of the plans and specifications may be obtained at: **[indicate location]** between the hours of **[xx:xx]**am and **[xx:xx]**pm Monday through Friday. There is no charge for USB drives. The **[Sponsor]** and **[Consultant]** (if applicable) will not mail any USB drives or any other Bid Documents. Pick up of USB drives or other Bid Documents must be arranged.

(If applicable) A site visit will be conducted on **[date]** at **[time]** at the following location: **[location]**.

No questions or inquiries regarding this bid will be accepted within three (3) business days prior to the bid opening.

Contractors that obtain Contract Documents from a source other than the issuing office must notify the issuing office in order to be placed on the official Plan Holder List, to receive Addenda and any other Bid correspondence. Bids received from Contractors other than those on the official Plan Holders List will not be accepted.

Addenda will be emailed from **[Sponsor, individual, consultant firm]** to Bidders listed on the official Plan Holders List. An emailed response from the Bidder, to the Addendum sent by **[Sponsor, individual, consultant firm]** will act as proof that the Bidder received the Addendum. In addition to an emailed response, Bidders must acknowledge receipt of all Addenda by signing and dating each Addendum on page **[xx-xx]** of the Bid Form and the Acknowledgement of Receipt of Addenda, page **[xx-xx]**. Failure of any Bidder to receive any such Addendum or interpretation shall not relive such Bidder from any obligation under this Bid submittal. All Addenda so issued shall become part of the Contract Documents.

Questions regarding the Contract Documents should be directed to **[name, sponsor or name, consultant]** either through email at: **[email address]** or by telephone at **[area code, phone number]**. Bidders shall promptly notify **[name of contact]** of any errors, omissions, conflicts or ambiguity within the Contract Documents within **[xx]** days of bid opening.

All bids must include the completed Bid Form, Non-Collusive Bidding and Disbarment Certifications, and Lobbying Certifications. This is a **[unit price]** bid as described in the Instructions to Bidders. No bidder may withdraw his/her bid within forty-five (45) calendar days after the actual date of the opening thereof.

Each bid must be accompanied by security in an amount not less than five percent (5%) of the amount of the bid in the form and subject to the conditions provided in the Instructions to Bidders.

Bids to be considered must be received in a sealed envelope at **[address of bid opening]** by **[time of bid opening]**, local time, on **[date of bid opening]** at which time they will be publicly opened and read aloud in the **[room location of bid opening]**. Bids received after the above noted time will not be accepted. All sealed envelopes should be clearly labeled **["BID: PROJECT TITLE"]**.

The Bidder to whom the Contract is awarded will be required to furnish Performance, Payment and Guarantee Bonds from an acceptable Surety Company for an amount not less than 100% of the accepted bid. The successful Bidder and all subcontractors must have an approved CCA-2 on file with NYSDOT prior to being awarded a contract. If the successful Bidder does not currently have a CCA-2 on file with NYSDOT, the Bidder may find the CCA-2 forms and instruction for completion online at https://osc.state.ny.us/venrep/form_cca2.htm.

The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 2, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804). Successful bidders will be required to pay prevailing wage rates on this contract.

The [**Sponsor**] reserves the right to consider the bids for forty-five (45) days after receipt before awarding any Contract, and to waive any minor informalities in, and to reject, any and all bids. All bids are subject to final review and approval by the [**Sponsor's Governing Body**] before any award of contract may be made. Receipt of bids by the [**Sponsor**] shall not be construed as authority to bind the [**Sponsor**].

The work will be substantially completed [**xx**] calendar days from Notice to Proceed and completed and ready for final payment on [**M/M/ DD/YYYY**].

The New York State Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Act, hereby notifies all who respond to the related solicitation, request for proposal or invitation to bid that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

Owners Contact
Name
Title
Address
Phone/Email

Engineer's Contact
Name
Title
Address
Phone/Email

Appendix 14-9
DBE COMMITMENT

AAP 141L
(5/2021)

Federal DBE Commitment and GFE Bid Requirements

Letting Date:

Proposer Name

Address:

PIN
Contract #
DBE Goal **% as Stated in the Advertisement**

We hereby submit a DBE commitment of **% for the above-referenced project.**

Identified below are the commitment(s) to certified* DBE's for this contract:

DBE Name:	Work Category*	Description of Work	DBE Credit % (A)	Commitment (B)	DBE Credit (AxB)
Example Company: Drainage R Us Address: 2543 Lexington Street, Troy, NY 12180	Construction	Closed Drainage Installation	100	$1,120,000	$1,120,000
Address:					
Address:					
Address:					
Address:					
Address:					
Address:					

Only submit DBE(s) that you have verified are certified to perform/supply the identified commitments.* **Total Commitment:

You are required to have firm commitments at the time of Letting. Within 5 calendar days of notification as apparent Low Bidder, you shall enter exactly (as shown) all of the DBE commitments identified here, into Equitable Business Opportunity Solution (EBO), NYSDOT's civil rights reporting software. No substitutions or reductions in commitments will be allowed without prior approval by the Sponsor, in accordance with NYSDOT Standard Specification §105-21.D.3.

NOTE: Bids may be submitted below the DBE Goal. If you do not meet the DBE Goal and are identified as apparent Low Bidder, you will be required to submit a Good Faith Effort package to the Sponsor, within 5 calendar days of notification.

*Key:	Work Categories:	DBE Credit %
	Construction	100
	Fabricator	100
	Manufacturer	100
	Material Supplier	60
	Professional Service	100
	Trucking Firm	100

Submitted By:

Enter Proposers Contact Information

Name:

Title:

Company Federal Tax ID XX-XXXXXXX