



Certified:

**B-20-20**

**NIFS ID: Department: Public Works**

**Capital: X**

SERVICE: FED AID-Pavement Markings-Ph 11-H62153-11G-PIN 0760.61

Contract ID #:H62153-11G

NIFS Entry Date:

Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	N

<b>Vendor Info:</b>	
Name: <b>Safety Marking Inc.</b>	Vendor ID#: [REDACTED]
Address: 255 Hancock Avenue Bridgeport, CT 06605	Contact Person: [REDACTED]
	Phone: [REDACTED]

<b>Department:</b>
Contact Name: David Cotter
Address: NCDPW 1194 Prospect Ave Westbury, NY 11590 Phone: 516-571-3913

## Routing Slip

Department	NIFS Entry: X	03-JUN-20 -- LDIONISIO
Department	NIFS Approval: X	04-JUN-20 -- KARNOLD
DPW	Capital Fund Approved: X	04-JUN-20 -- KARNOLD
OMB	NIFA Approval: X	19-JUN-20 -- CNOLAN
OMB	NIFS Approval: X	04-JUN-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	05-JUN-20 -- NSARANDIS
County Atty.	Approval to Form: X	05-JUN-20 -- NSARANDIS
CPO	Approval: X	25-JUN-20 -- KOHAGENCE

<b>DCEC</b>	<b>Approval: X</b>	<b>30-JUN-20 -- JCHIARA</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>30-JUN-20 -- BSCHNEIDER</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>06-JUL-20 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> The purpose of this contract is to establish a construction agreement between Nassau County and Safety Markings Inc. to provide construction services for the project known as Pavement Markings Phase 11 in the amount of \$1,783,183.49 to be paid from capital project number H62153. FEDERAL AID. PIN 0760.61.
<b>Method of Procurement:</b> The Pavement Marking Contract was advertised in Newsday on March 1st, 8th, and 15th of 2019; and in the New York State Contract reporter from March 1, 2019 through March 26, 2019; and in eProcure from March 1, 2019 through March 26, 2019. Following a review of one (1) received bid and an inquiry into non-bidding companies that viewed the solicitation on eProcure but did not submit a bid for the contract, Safety Markings Inc. was determined to be qualified with a cost proposal that is fair and reasonable.
<b>Procurement History:</b> The Pavement Marking Contract was advertised in Newsday on March 1st, 8th, and 15th of 2019; and in the New York State Contract reporter from March 1, 2019 through March 26, 2019; and in eProcure from March 1, 2019 through March 26, 2019. Following an inquiry into non-bidding companies that viewed the solicitation on eProcure but chose not to bid on the contract, it was determined that a rebidding of the contract would not result in the receiving of additional bids.
<b>Description of General Provisions:</b> The purpose of this contract is to establish a construction agreement between Nassau County and safety Markings Inc. to provide construction services for the project known as Pavement Markings Phase 11 in the amount of \$1,783,183.49 to be paid from capital project number H62153. This includes the refurbishment of existing pavement markings, including long lines, stop bars, cross hatching, crosswalks, letters, and symbols; with high durability epoxy paint on approximately 45 miles of County owned and maintained roadway.
<b>Impact on Funding / Price Analysis:</b> The costs associated with this contract have been budgeted in the Capital Plan, project 62153. The max value of this agreement \$1,783,183.49. The contract is 80% reimbursable with Federal Funding resulting in a \$356,636.70 expense to the County. FEDERAL AID - PIN 0760.61.Contract currently has a 5% DBE utilization plan
<b>Change in Contract from Prior Procurement:</b> N/A.
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	CAP	Revenue	X	1	PWCAPCAP/62153/00004	\$ 1,783,183.49
Control:	62	Contract:				\$ 0.00
Resp:	153	County	\$ 0.00			\$ 0.00
Object:	00004	Federal	\$ 1,426,546.79			\$ 0.00
Transaction:	CH	State	\$ 0.00			\$ 0.00
Project #:	62153	Capital	\$ 356,636.70			\$ 0.00
Detail:	061					

<table><tr><th colspan="2">RENEWAL</th></tr><tr><td>% Increase</td><td></td></tr><tr><td>% Decrease</td><td></td></tr></table>		RENEWAL		% Increase		% Decrease		<table><tr><td>Other</td><td>\$ 0.00</td></tr><tr><td>TOTAL</td><td>\$ 1,783,183.49</td></tr></table>		Other	\$ 0.00	TOTAL	\$ 1,783,183.49	<table><tr><td></td><td></td><td>\$ 0.00</td></tr><tr><td></td><td></td><td>\$ 0.00</td></tr><tr><td></td><td>TOTAL</td><td>\$ 1,783,183.49</td></tr></table>					\$ 0.00			\$ 0.00		TOTAL	\$ 1,783,183.49
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# B20-20

RULES RESOLUTION NO. -2020

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 INC.

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 H62153-11G, for NASSAU COUNTY PAVEMENT MARKING IMPROVEMENTS- PHASE 11, PIN 0760.61, 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 INC.

[“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 \$ 1,783,183.49 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.



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

1. **Vendor:** Safety Marking Inc.

2. **Dollar amount requiring NIFA approval:** \$1783183.49

**Amount to be encumbered:** \$1783183.49

This is a New

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: 12 months**

Has work or services on this contract commenced? N \_\_\_\_

If yes, please explain:

4. **Funding Source:**

General Fund (GEN)	Grant Fund (GRT)	
X Capital Improvement Fund (CAP)		Federal % 80
Other		State % 0
		County % 20

Is the cash available for the full amount of the contract? Y

If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

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

The purpose of this contract is to establish a construction agreement between Nassau County and Safety Markings Inc. to provide construction services for the project known as Pavement Markings Phase 11 in the amount of \$1,783,183.49 to be paid from capital project number H62153.

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

Nassau County Attorney as to form Y

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	Date	Amount

## 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

19-JUN-20

**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.**

Jack Schnirman  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Safety Marking Inc.

CONTRACTOR ADDRESS: 255 Hancock Avenue, Bridgeport, CT 06605

FEDERAL TAX ID #: 06-1267005

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

**I. ☑ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in eProcure, Newsday, NYS Contract Register [newspaper] on 3/1/2019-3/26/2019 [date]. The sealed bids were publicly opened on 3/26/2019 [date]. One [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

- ☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

  
\_\_\_\_\_  
Department Head Signature

12/12/15  
\_\_\_\_\_  
Date

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

# 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, Inc.

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

Vendor's EIN or TIN: 061267005

Forms Submitted: \_\_\_\_\_

Political Campaign Contribution Disclosure Form:

05/20/2020 04:19:50 PM

Lobbyist Registration and Disclosure Form:

05/20/2020 04:23:50 PM

Business History Form certified:

04/08/2020 11:54:46 AM

Consultant's, Contractor's, and Vendor's Disclosure Form:

04/07/2020 01:01:00 PM

## Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

Principal Name	Date Certified
Mark Kelly [MKELLY@SAFETYMARKING.NET]	04/08/2020 02:01:21 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

*Name*

President

*Title*

Safety Marking, Inc.

*Name of Submitting Entity*

06/03/2020 12:13:02 PM

*Date*





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☐ NO ☒ If yes, to what campaign committee?

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

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

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

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

Dated: 05/20/2020 04:19:50 PM

Vendor: Safety Marking, Inc.

Title: President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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

NONE

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

NONE

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

NONE

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

NONE

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

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

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

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

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

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

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

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

Dated: 05/20/2020 04:23:50 PM

Vendor: Safety Marking, Inc.

Title: President

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

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

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Mark Kelly  
Date of birth: ~~XXXXXXXXXX~~  
Home address: ~~XXXXXXXXXX~~  
City: ~~XXXXX~~ State/Province/Territory: ~~XXXXX~~ Zip/Postal Code: ~~XXXXXX~~  
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	59 Stilson Road
City	Richmond State/Province/Territory: RI Zip/Postal Code: 02898
Country	US
Phone	(401) 539-1016

Type	Business
Description	
Address	500 Bostwick Avenue
City	Bridgeport State/Province/Territory: CT Zip/Postal Code: 06605
Country	US
Phone	

Type	Business
Description	
Address	85 New York Avenue
City	Westbury State/Province/Territory: NY Zip/Postal Code: 11590
Country	US
Phone	(516) 333-0489

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

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

President	02/10/1989	Treasurer	02/10/1989
Chairman of Board		Shareholder	02/10/1989
Chief Exec. Officer	02/10/1989	Secretary	05/01/2016
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type	Description	Start Date
Treasurer		02/10/1989

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Own 100% of Shares

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 ☒ 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 ☐ If Yes, provide details.

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

2 File(s) Uploaded: Principal Questionnaire Form-Safety Marking of NY, Inc..pdf, Safety Marking of NY, Inc. PQ April 2020.pdf

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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

- c. Is there any administrative charge pending against you?  
 YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
 YES ☐ NO ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
 YES ☒ NO ☐ If yes, provide an explanation of the circumstances and corrective action taken.  


In July 2016, the NYC Parks & Recreation Dept. performed two audits and alleged that a Painter-Striper should have been classified as a Painter-Lineperson. SMC disputed these findings. In order to resolve the disputes, SMC paid the underpayments to resolve the apparent violations. SMC did not admit that any violations occurred, but nonetheless discloses the matter.

On March 28, 2018 - Citation 1 - OSHA Other-than-Serious Violation (please see attached for detail)

2 File(s) Uploaded: Attachment for Question 9 f.pdf, Item 9f.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 ☐ If yes, provide an explanation of the circumstances and corrective action taken.  


NYS DOT & CTDOT conducted a compliance review due to the lawsuit and concluded that Safety Marking, Inc. to be a responsible contractor and no sanctions were imposed. Please see detail in the attachments and Letter from the President.
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 ☒ 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 ☒ 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 ☒ 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, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Mark Kelly [MKELLY@SAFETYMARKING.NET]

President

Title

04/08/2020 02:01:21 PM

Date

## **PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name Mark Kelly - Safety Marking of NY, Inc.  
Date of birth XXXXXXXXXX  
Home address XXXXXXXXXX  
City/state/zip XXXXXXXXXX  
Business address 90 Sylvester Street  
City/state/zip Westbury, NY 11590  
Telephone 203.814.3400 or 203.333-6870 x 400  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

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

President 05 / 01 / 2016 Treasurer 05 / 01 / 2016  
Chairman of Board      /      /      Shareholder 04 / 05 / 2007  
Chief Exec. Officer      /      /      Secretary 04 / 05 / 2007  
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. Mark Kelly owns 100% of Shares since May 1, 2016
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES      NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO     ;  
If Yes, provide details. Mark Kelly is the sole officer of Safety Marking, Inc. since May 1, 2016 and has owned 100% of its shares since February 10, 1989.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO \_\_\_\_  
If Yes, provide details. Safety Marking, Inc. has been awarded multiple contracts from CTDOT, NYSDOT, NYSTA, NCDPW, Suffolk County DPW, PANYNJ, Towns of Huntington, North Hempstead, Glen Cover, the MTA TBTA and others.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES X NO \_\_\_\_ If Yes, provide details for each such occurrence. Please see attachment # 8f
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES X NO \_\_\_\_ If Yes; provide details for each such investigation. NYSDOT & CTDOT conducted a compliance review due to the lawsuit and concluded Safety Marking, Inc. to be a responsible contractor and no sanctions were imposed. Please see #10 below and attached Letter from the President.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

ITEM #10

The company was involved in a lawsuit filed by two former employees under 42 U.S.C. Sec. 1981, relating to the conduct of five Safety Marking employees that occurred sometime between 2008-2012. In March 2016, a verdict was rendered in favor of the two former employees. The jury held Safety Marking, Inc. liable for the conduct of five of the employees. However, after the verdict, the parties settled the matter confidentially. Due to this litigation, in the Spring of 2016, both CTDOT and NYDOT conducted an in-depth Contract Compliance Review of Safety Marking, Inc. and both concluded that Safety Marking, Inc. was a responsible bidder.

In 2018, the New York State Department of Transportation investigated Safety Marking's qualifications as a responsible contractor/bidder arising out of an allegation raised that Safety Marking was somehow affiliated with another company. After a hearing was held in August 2018 before the New York State Department of Transportation, Safety Marking was determined to be a responsible contractor/bidder under New York regulations.

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. has complied with the investigative demand and disclosed all documents in accordance thereto.

In January 2020 an employee who was terminated for aggressive and bullying conduct filed a Charge with the NLRB alleging that his bullying 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.

PRINCIPAL QUESTIONNAIRE – Safety Marking of NY, Inc.

8 f

In July 2016, the NYC Parks & Recreation Dept. performed two audits and alleged that a Painter-Striper should have been classified as a Painter-Lineperson. SMC disputed these findings. In order to resolve the disputes, SMC paid the underpayments to resolve the apparent violations. SMC did not admit that any violations occurred, but nonetheless discloses the matter.

Citation 1 - OSHA Other-than-Serious Violation (please see attached for detail)

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

Inspection Number: 1304526  
Inspection Date(s): 03/28/2018 - 03/28/2018  
Issuance Date: 03/28/2018



**Citation and Notification of Penalty**

**Company Name:** Safety Marking Inc.  
**Inspection Site:** Route 84, New Britain, CT 06051

**Citation 1 Item 1** - Type of Violation: **Other-than-Serious**

29 CFR 1904.39(a)(2): The employer did not report an in-patient hospitalization, amputation, or loss of an eye as a result of a work-related incident to OSHA within twenty-four (24) hours:

Jobsite located on I-84, New Britain, Connecticut: On, or about, March 28, 2018, the employer had not reported a work-related injury that occurred on September 28, 2017 that resulted in the hospitalization of an employee.

Date By Which Violation Must be Abated:  
Proposed Penalty:

05/14/2018  
\$7068.00

A handwritten signature in black ink, appearing to read "Dale Varney", written over a horizontal line.

Dale Varney  
Area Director

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

# **SMC** **Safety Marking Inc.**

*Established 1973*

*An Equal Opportunity Employer M/F*

**"OUR REPUTATION IS BUILT ONE LINE AT A TIME."**

Occupational Safety and Health Administration

May 30, 2018

William Cotter Federal Building

135 High Street, Suite 361

Hartford, CT 06103

RE: OSHA Inspection No. 1304526

Mr. Dale Varney

OSHA, Hartford, CT,

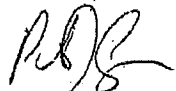
Please accept this letter of abatement for OSHA Inspection No. 1304526.

Citation 1, Item 1, Violation: Other-than-Serious. Jobsite located on I-84, New Britain, CT; Safety Marking Inc. failed to report a work related injury that occurred on September 28, 2017 that resulted in hospitalization of an employee. Corrected on March 28, 2017 by answering to OSHA Citation and putting into place Reporting and Recordkeeping protocols to report within 24 hours any in-patient hospitalizations, amputations, or loss of eye.

All Safety Marking Inc. management has been informed of this new protocol, so that any injuries that meet the new OSHA Reporting requirements are reported to the Safety Department and reported within 24 hours.

I, Patrick Clyne, Safety Director of Safety Marking Inc. confirm that this information submitted is accurate and Safety Marking Inc. will report all injuries as required by the new OSHA Reporting requirements.

Thank you,



Patrick Clyne

Safety Director

Safety Marking Inc.

255 Hancock Ave

Bridgeport, CT 06605

255 Hancock Avenue, Bridgeport, Connecticut 06605 Phone: 203-333-6870 FAX: 203-333-9099

59 Stilson Road, Richmond, Rhode Island 02898 Phone: 401-539-1016 FAX: 401-539-3153

84 Sylvester Street, Westbury, NY 11590 Phone: 516-333-0489 FAX: 516-334-0813

[www.safetymarking.net](http://www.safetymarking.net)



U.S. DEPARTMENT OF LABOR  
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

In the Matter of: **Safety Marking, Inc.**  
OSHA Inspection Number: **1304526**

INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA), in settlement of the above citation and penalties, which were issued on **03/28/2018** hereby, agree as follows:

1. The Employer agrees to correct the violations as cited in the above citations or as amended below.
2. The Employer agrees to pay the proposed penalties, if any, as issued with the above citation(s), or, if amended by this agreement, as amended below.
3. The Employer and OSHA agree that the following citations and penalties, if any, are not being amended:

N/A

4. OSHA agrees that the following citations and penalties are being amended as shown below:

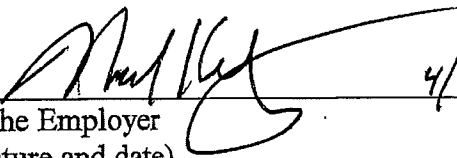
**Citation 1 Item 1 penalty is reduced by 50%**

5. The employer, by signing this informal settlement agreement, hereby waives its right to contest.
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 paragraph 4 above. This Settlement Agreement must remain posted until the violations cited have been corrected, or for 3 working days (excluding weekends and Federal Holidays), whichever is longer.
7. The employer agrees to continue to comply with the applicable provisions of the Occupational Safety and Health Act of 1970, and the applicable safety and health standards promulgated pursuant to the Act.

8. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.
9. If the modified penalty, **\$3,534.00** is not paid by **May 1, 2018**, the penalty will revert to the original amount of **\$7,068.00** plus administrative cost.

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For Occupational Safety  
And Health Administration  
Dale Varney  
(Signature and date)

  
For The Employer  
(Signature and date)

4/10/18



*Established 1973*

*An Affirmative Action-Equal Opportunity Employer  
Providing Equal Opportunities for Minorities, Females,  
Veterans & Individuals with Disabilities*

**"OUR REPUTATION IS BUILT ONE LINE AT A TIME."**

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Re: Letter from the President regarding SMC's involvement in a litigation

To Whom It May Concern:

Safety Marking, Inc. feels that it is important to be forth coming that it was indeed the subject of litigation for several years involving two former employees. These two employees alleged that they were victims of discrimination for incidents relating to the conduct of five Safety Marking, Inc. employees that occurred sometime between 2008-2012. The company fought the unsubstantiated litigation through trial and then through post-trial motions, but due to what it believes were grievous errors of law and clearly erroneous rulings by the judge, in March 2016, a verdict was rendered in favor of the two former employees. The jury held Safety Marking, Inc. liable for the conduct of five of the employees. However, after the verdict, the parties settled the matter confidentially. Following the verdict, both CT DOT and NY DOT did their due diligence and investigated Safety Marking and its practices and both concluded that there were no findings of non-responsibility. Both confirmed Safety Marking's status as a responsible contractor and Safety Marking was awarded the contracts.

Safety Marking believes strongly in its EEO policies and employs approximately 50% minorities. Safety Marking and its management do not tolerate harassment or discrimination of any kind. Since the lawsuit, Safety Marking has taken many steps to enhance our operation to ensure the highest level of professionalism and compliance.

One of the first of many steps that the company took was to hire an experienced, seasoned Human Resources Manager in January 2015. The Human Resources role in a company is to evaluate all procedures and processes to ensure that the company and its practices follow all state and federal laws and requirements. A complete audit was done and some of the changes that were immediately implemented included revising the Employee Handbook which was distributed to every employee in the company and all policies and procedures were reviewed with all employees in mandatory meetings. We enhanced the existing New Employee Orientation program and changed it from a one-day session to a 4-day program. The first day starts with the Human Resources Manager covering a number of things including all company policies and procedures, a review of the Employee Handbook, as well as a thorough explanation and outline of the company's EEO/Affirmative Action and Anti-Harassment Policies which also includes interactive exercises along with follow up discussions. The other three days of the program are led by Safety Marking's Safety Director and three other Managers and cover other topics including Safe Driving and Work Zone Safety, OSHA, PPE and other key training areas applicable to our equipment and our operation. This training is also modified and condensed into a one-day program and done annually as a refresher for all current employees at the beginning of each season at mandatory Return to Work meetings. The purpose of these meetings is to communicate, educate and train all employees in the key areas of our operation. It is imperative for our employees to know that we do not tolerate any form of discrimination, harassment or bullying and will take every action possible to ensure that we are providing a workplace free from that behavior.

Every employee is welcomed and treated with respect here at our company from day one. One of the things that we feel is important in ensuring this, is that everyone addresses each other by the person's name. For this to happen, we added the employees' name to their shirts, vests and jackets so that everyone can address each other by their name immediately, even if they are just meeting the person for the first time.

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Our company prides itself on our Company's 360 Review processes which we have been doing since 1997. This process gives each employee the opportunity to evaluate every employee, supervisor and manager that he/she works with in the company and has the opportunity to confidentially review the person's ability, attitude and how the person helped, taught or provided the tools to help the employee do their job. In the past, I conducted these reviews with every employee. In 2016, we enhanced the process and now each employee meets with three other members of our management team in addition to me in their review process. Each employee sits down with the Safety Director, the Operations Manager, the Human Resources Manager and then me. During these meetings the employee is able to discuss the pertinent aspects of their job, bring up any ideas or suggestions they may have on making things better or any problems or concerns that they may have as well. We spend over three months each year on the employee review process and take it very seriously to ensure that our employees are in the right position, getting the right tools and training to do their job and address any concerns that they bring to our attention.

In January 2018, Safety Marking hired a Manager of Learning and Development. Bringing 25 years' experience to our company, this individual has helped create a Learning-Focused Organization by 1) increasing the frequency of Operations Training, 2) instituting a Professional Development Training Program in tandem with a Competencies Framework for all employees, and 3) building a Learning Management System into the company's website. A newly built 30-seat training facility was added to our Bridgeport, CT headquarters where instructor-led classes are delivered weekly to employees, video training is produced, and employee coaching can take place. Additionally, this role also provides Success Coaching to employees across all three locations.

In summary, Safety Marking, Inc. is committed to providing a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits any unlawful discriminatory practices. Through our continued communications, training and Open Door Policy that we have with our employees, we are confident that our employees feel good about Safety Marking.

Please feel free to contact me with any questions or if you require any further information pertaining to this matter. You can also reach out to our Human Resources Manager, Kelly Lavoie, who would be happy to answer any questions or provide you with any other information you may need. She can be reached at 203-814-3416. We welcome you to visit our operation as well if you wish so that you have a better understanding of what we do. I would be happy to give you a tour of our facility and have you meet our Safety Marking family.



Mark K. Kelly  
President



## Department of Transportation

**ANDREW M. CUOMO**  
Governor

**MATTHEW J. DRISCOLL**  
Commissioner

**Cathy Calhoun**  
Chief of Staff

BY EMAIL and US MAIL

June 6, 2016

Mark Kelly, President  
Safety Marking, Inc.  
255 Hancock Avenue  
Bridgeport, Connecticut 06605

Dear Mr. Kelly,

Safety Marking, Inc. ("Safety Marking") is the putative low bidder on New York State Department of Transportation (the "Department") Contract D263122, a 2016 Durable Pavement Marking Contract. The Department has a statutory responsibility to award contracts to the lowest responsible bidder as will best promote the public interest.

By letter of May 4, 2016, Safety Marking was called in to meet with the Department's Contract Review Unit (CRU) to discuss Safety Marking's status as a responsible contractor following a federal jury verdict awarding punitive and compensatory damages to two Safety Marking employees who sued Safety Marking and a number of the company's employees in the United States District Court for the District of Connecticut. In the lawsuit, Plaintiffs alleged that Safety Marking and the individual defendants created, tolerated, and ignored a racially hostile work environment. The Department was also concerned about the accuracy of the New York State Vendor Responsibility Questionnaire For-Profit Construction form (CCA-2) submitted by Safety Marking in January 2016, which does not disclose this lawsuit.

The Department asked Safety Marking to set forth its position on these issues, and to submit materials for consideration by a CRU panel prior to a May 18, 2016 CRU Meeting. Safety Marking's submissions included a May 12, 2016 letter from Safety Marking's attorney Joshua Hawks-Ladds, which, broadly speaking, stated that the trial suffered from erroneous decisions made by the judge and that the verdict was improper and would be overturned after post-verdict briefing or on appeal. The May 12 letter also noted that you, as President of Safety Marking, were exonerated. Additionally, the letter explained that after the verdict, Connecticut Department of Transportation officials reviewed Safety Marking's status, and deemed Safety Marking a responsible bidder eligible for award of state contracts.

The May 12 letter also asserted that you did not think the CCA-2 solicited information about the lawsuit. Furthermore, both the letter and attached affidavits state that Jack Matis, Safety Marking's Controller, filled out the CCA-2 and that he was unaware of the lawsuit. Additionally, the letter says that the lawsuit was disclosed to other governmental entities. Accompanying the May 12 letter were submissions including relevant Safety Marking's policies and procedures, training materials, an organization chart, a summary of employment data, submissions to The City of New York Department of Small Business Services disclosing the lawsuit, Plaintiffs' evaluations of fellow employees and Safety Marking, an overview of Safety Marking, and minutes from a post-verdict, company-wide meeting.

#### **The CRU Meeting**

You, Kelly Lavoie, Safety Marking's Human Resources Manager, and Mr. Hawks-Ladds attended the May 18, 2016 CRU Meeting. After introductions and an overview of the CRU meeting process, I summarized the Department's concerns regarding the lawsuit and the CCA-2 reporting. Mr. Hawks-Ladds discussed the lawsuit, and then you discussed the both the lawsuit and Safety Marking more generally. Ms. Lavoie gave some background on the process Safety Marking undertook to improve company policies regarding discrimination and harassment. Also discussed was the March 29, 2016 company-wide meeting held shortly after the verdict in the lawsuit, at which you addressed all Safety Marking employees and discussed the company's Anti-Harassment/Anti-Discrimination Policy and Complaint Procedures. The CRU panel and Safety Marking representatives engaged in a discussion of these issues. After the May 18 meeting, in response to a question from the Department, Mr. Hawks-Ladds confirmed that the Safety Marking Employee Handbook, 2015 version, copies of which were distributed at the CRU meeting, contained the Anti-Harassment/Anti-Discrimination Policy and Complaint Procedures referred to in the minutes of the March 29, 2016 company meeting.

#### **Determination and Conditions**

The Department has considered Safety Marking's submitted materials, presentation and responses at the CRU Meeting, and follow-up communications. The Department finds that Safety Marking is deemed to be the lowest responsible bidder on Contract D263122, subject to compliance with certain conditions. These conditions are as follows:

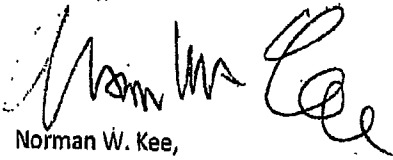
- (1) Safety Marking must revise and resubmit a CCA-2 setting forth the lawsuit and details of the jury verdict. The revised CCA-2 should be submitted no later than June 17, 2016.

(2) Safety Marking must insure that it fulfills Section 105-02 of the Department's Standard Specifications, which addresses the Character of Workers. Section 105-02 requires that work be done under the supervision of a reliable Superintendent, and that orders given by the Engineer will be followed by a foreperson in charge of work at issue. Safety Marking must designate supervisory staff whenever it works on a Department project, and must make that designation known to Department personnel.

The CRU finds that Safety Marking is a responsible contractor and may be awarded Contract D263122, subject to Safety Marking's compliance with the conditions set forth above and all other requirements of the Contract. The Contract award is made in express reliance on Safety Marking's promises and assertions, and its commitment to prevent discrimination and harassment at all times and in all respects. If Safety Marking performs according to its promises and assertions and fulfills the conditions set forth above, then it will continue to be the lowest responsible bidder as will best promote the public interest on Contract D263122, and will remain eligible for award on future Department contracts. Upon award of D263122, Safety Marking agrees to proceed with due diligence to commence work on the same.

Safety Marking understands and agrees that in the event of any future responsibility issue, the Department retains any and all rights that it would have under the terms of its contracts with Safety Marking.

Sincerely,

  
Norman W. Kee,  
Assistant Counsel

Agreed and Accepted:

Safety Marking, Inc.

By:   
Mark Kelly, President

cc: Joshua Hawks-Ladds, Esq.



## Department of Transportation

**ANDREW M. CUOMO**  
Governor

**PAUL A. KARAS**  
Acting Commissioner

**JANICE A. McLACHLAN**  
Acting Chief Counsel

BY EMAIL and US MAIL

Mark Kelly, President  
Safety Marking, Inc.  
255 Hancock Avenue  
Bridgeport, Connecticut 06605

August 22, 2018

Dear Mr. Kelly,

Safety Marking, Inc. ("Safety Marking") is a potential subcontractor on several New York State Department of Transportation (the "Department") contracts, including D263661, D263682, D263687, D263711, D263724, D263735, and D263744. The Department has a statutory responsibility to award contracts and subcontracts to responsible entities as will best promote the public interest.

In May 2016, Safety Marking met with the Department's Contract Review Unit (CRU) to discuss Safety Marking's status as a responsible contractor following a jury verdict awarding damages to two Safety Marking employees who alleged that Safety Marking created, tolerated, and ignored a racially hostile work environment. The Department was also concerned about the accuracy of the New York State Vendor Responsibility Questionnaire For-Profit Construction form (CCA-2) submitted by Safety Marking in January 2016. Safety Marking was deemed a responsible contractor provided that it submit a corrected CCA-2, and that Safety Marking fulfill Section 105-02 of the Department's Standard Specifications, which requires contractors to designate supervisory staff. Safety Marking complied with these requirements, and that determination was spread to cover numerous subcontracts.

Recently, the CRU learned that The FenceMan, Inc. ("FenceMan"), a company owned by your daughter Samantha Kelly, had its Disadvantaged Business Enterprise ("DBE") certification removed. Among the reasons cited for the removal of certification was: (1) a sharing of resources and employees between Safety Marking and FenceMan; (2) Safety Marking performing work assigned to FenceMan; and (3) FenceMan invoicing for work done by Safety Marking. By letter of August 3, 2018, you were asked to meet with the CRU to address these issues.

Prior to meeting with the CRU, Safety Marking, through an August 16, 2018 letter (the "Response") from attorney Joshua A. Hawks-Ladds, submitted materials for consideration. Stated broadly, the Response notes that "even though [FenceMan] is owned by Mark Kelly's estranged daughter, Samantha, there



never was an 'affiliation' between the two companies and, as relevant to this current inquiry, a complete fracture has occurred between the two companies (and, unfortunately, between Mr. Kelly and his daughter)." The Response adds that "Mark Kelly is estranged from his daughter and has not seen her since December 2017. They barely communicate with each other and their business associations were always limited as described herein and are currently nonexistent."

Additionally, the Response notes that since Samantha Kelly's 2013 acquisition of FenceMan, neither Mr. Kelly nor Safety Marking have had anything to do with FenceMan other than occasionally leasing specialized equipment and personnel to run the equipment, and selling material to FenceMan at fair market value. The Response states that "[t]he leasing of specialized equipment and providing personnel to run the machines is commonplace in the line striping industry because the equipment costs hundreds of thousands of dollars and only certain companies (like Safety Marking) have the wherewithal to buy this equipment and employ the qualified personnel to run it." The Response further states that it has leased equipment and personnel to at least six other line-striping companies.

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The Response adds that in 2014, over Mr. Kelly's protests, MTA required Safety Marking to subcontract with FenceMan for five years to meet WBE goals. "Safety Marking has contracted with many other DBE/WBE striping companies on numerous occasions and if Mr. Kelly wanted to favor his daughter's company (or enrich his own company) he could have subcontracted out the work to [FenceMan] instead of these other DBE/WBE companies." Lastly, "Safety Marking does not intend to do business with [FenceMan] any longer," unless required to do so.

At the August 21, 2018 meeting with the CRU, the above points made in the Response were further explained. In addition, you, along with Mr. Hawks-Ladds, explained the expense of running epoxy striping equipment due to cost of acquisition, maintenance, and training of personnel.

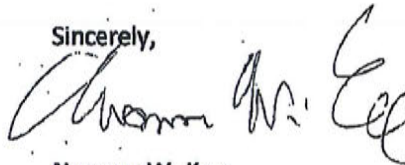
**Determination and Conditions**

The Department has considered Safety Marking's submitted materials, as well as the presentation and responses from the CRU Meeting. The Department finds that Safety Marking is deemed to be a responsible entity eligible for award of the above referenced subcontracts, subject to compliance with the following conditions:

- (1) If FenceMan is again designated as a DBE or MWBE entity, any business conducted between Safety Marking and FenceMan must be reviewed by an independent monitor, to be hired by Safety Marking and approved by the Department. The independent monitor will report its findings directly to the Department.
- (2) If any entity owned or operated, in whole or part, by Samantha Kelly or any other relative of yours is designated as a DBE or MWBE entity, any business conducted between Safety Marking and that entity must be reviewed by an independent monitor, to be hired by Safety Marking and approved by the Department. The independent monitor will report its findings directly to the Department.
- (3) Safety Marking has an affirmative obligation to inform the Department if it learns that Samantha Kelly or any other relative of yours owns or operates, in whole or part, any entity designated as a DBE or MWBE entity.

Safety Marking understands and agrees that in the event of any future responsibility issue, the Department retains all rights that it would have under the terms of its contracts with Safety Marking.

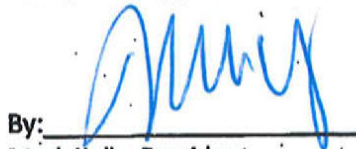
Sincerely,



Norman W. Kee,  
Assistant Counsel

Agreed and Accepted:

Safety Marking, Inc.



By: \_\_\_\_\_  
Mark Kelly, President

cc: Joshua Hawks-Ladds, Esq.



**STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION**

**2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546**

**Phone: 860-594-3128**



June 16, 2016

Mark Kelly, President  
Safety Marking, Inc.  
460 Bostwick Avenue  
Bridgeport, Connecticut 06605

Re: Contractor's Prequalification  
Statement (CON-16)

Dear Mr. Kelly;

This is to notify you that your Firm's subject statement has been found to be satisfactory by this Department.

It will expire June 30, 2019

Your Maximum Capacity Rating ~~XXXXXXXXXXXX~~

Your Construction Group Classifications are:

Group No. 16 Pavement Markings

A Proposal Request (Part "C") can be obtained via this link:  
<http://www.ct.gov/dot/lib/dot/documents/dcontractdev/partc.xls>

No bidders that have mutual financial interests, or common ownership, directors, officers or principal shareholders (i.e., shareholders holding at least five percent [5%] of either the common or the preferred shares of the company's stock) may bid for the same Department contract. Such proscribed bidders shall include, but not be limited to, affiliates and subsidiaries of each other. If any non-bidding party has an ownership interest in more than one bidder that is bidding for a given contract, either directly or through the former's ownership interests in another company, no matter how high up or far removed in a vertical or horizontal chain of ownership that party might be from the bidders, the bids of those bidders shall not be accepted.

In addition, with respect to any given Department contract that is advertised for bidding, no bidder owned by, or in the chain of ownership of, a company which provides surety bonds may bid against a bidder for whom a bond has been or will be provided by that company for the given contract bidding. All bids proscribed by the terms of this paragraph will be rejected by the Commissioner.



**CERTIFICATION**

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

I, Mark Kelly, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 08 day of April 2020



Notary Public Caroline Sumner  
My Commission Expires: January 31, 2024

**CAROLINE SUMNER**  
Notary Public - Connecticut  
My Commission Expires  
January 31, 2024

SAFETY MARKING of NY, INC>

Name of submitting business

Mark Kelly

Print name

  
Signature

President

Title

04 / 08 / 2020

Date

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

Inspection Number: 1304526  
Inspection Date(s): 03/28/2018 - 03/28/2018  
Issuance Date: 03/28/2018



Citation and Notification of Penalty

Company Name: Safety Marking Inc.  
Inspection Site: Route 84, New Britain, CT 06051

Citation 1 Item 1 - Type of Violation: **Other-than-Serious**

29 CFR 1904.39(a)(2): The employer did not report an in-patient hospitalization, amputation, or loss of an eye as a result of a work-related incident to OSHA within twenty-four (24) hours:

Jobsite located on I-84, New Britain, Connecticut: On, or about, March 28, 2018, the employer had not reported a work-related injury that occurred on September 28, 2017 that resulted in the hospitalization of an employee.

Date By Which Violation Must be Abated:  
Proposed Penalty:

05/14/2018  
\$7068.00

A handwritten signature in black ink, appearing to read "Dale Varney", written over a horizontal line.

Dale Varney  
Area Director

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.



# SMC Safety Marking Inc.

Established 1973

An Equal Opportunity Employer M/F

"OUR REPUTATION IS BUILT ONE LINE AT A TIME."

Occupational Safety and Health Administration

May 30, 2018

William Cotter Federal Building

135 High Street, Suite 361

Hartford, CT 06103

RE: OSHA Inspection No. 1304526

Mr. Dale Varney

OSHA, Hartford, CT,

Please accept this letter of abatement for OSHA Inspection No. 1304526.

Citation 1, Item 1, Violation: Other-than-Serious. Jobsite located on I-84, New Britain, CT: Safety Marking Inc. failed to report a work related injury that occurred on September 28, 2017 that resulted in hospitalization of an employee. Corrected on March 28, 2017 by answering to OSHA Citation and putting into place Reporting and Recordkeeping protocols to report within 24 hours any in-patient hospitalizations, amputations, or loss of eye.

All Safety Marking Inc. management has been informed of this new protocol, so that any injuries that meet the new OSHA Reporting requirements are reported to the Safety Department and reported within 24 hours.

I, Patrick Clyne, Safety Director of Safety Marking Inc. confirm that this information submitted is accurate and Safety Marking Inc. will report all injuries as required by the new OSHA Reporting requirements.

Thank you,



Patrick Clyne

Safety Director

Safety Marking Inc.

255 Hancock Ave

Bridgeport, CT 06605

255 Hancock Avenue, Bridgeport, Connecticut 06605 Phone: 203-333-6870 FAX: 203-333-9099  
59 Stilson Road, Richmond, Rhode Island 02898 Phone: 401-539-1016 FAX: 401-539-3153  
84 Sylvester Street, Westbury, NY 11590 Phone: 516-333-0489 FAX: 516-334-0813  
[www.safetymarking.net](http://www.safetymarking.net)

U.S. DEPARTMENT OF LABOR  
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

In the Matter of: **Safety Marking, Inc.**  
OSHA Inspection Number: 1304526

INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA), in settlement of the above citation and penalties, which were issued on **03/28/2018** hereby, agree as follows:

1. The Employer agrees to correct the violations as cited in the above citations or as amended below.
2. The Employer agrees to pay the proposed penalties, if any, as issued with the above citation(s), or, if amended by this agreement, as amended below.
3. The Employer and OSHA agree that the following citations and penalties, if any, are not being amended:

N/A

4. OSHA agrees that the following citations and penalties are being amended as shown below:

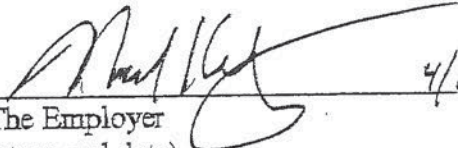
**Citation 1 Item 1 penalty is reduced by 50%**

5. The employer, by signing this informal settlement agreement, hereby waives its right to contest.
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 paragraph 4 above. This Settlement Agreement must remain posted until the violations cited have been corrected, or for 3 working days (excluding weekends and Federal Holidays), whichever is longer.
7. The employer agrees to continue to comply with the applicable provisions of the Occupational Safety and Health Act of 1970, and the applicable safety and health standards promulgated pursuant to the Act.

8. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.
9. If the modified penalty, \$3,534.00 is not paid by May 1, 2018, the penalty will revert to the original amount of \$7,068.00 plus administrative cost.

---

For Occupational Safety  
And Health Administration  
Dale Varney  
(Signature and date)

  
For The Employer  
(Signature and date)

4/10/18



-----Original Message-----

From: [notification@pay.gov](mailto:notification@pay.gov) <[notification@pay.gov](mailto:notification@pay.gov)>

Sent: Wednesday, April 18, 2018 6:05 PM

To: PJ Clyne <[PClyne@safetymarking.net](mailto:PClyne@safetymarking.net)>

Subject: Pay.gov Payment Confirmation: OSHA Penalty Collection

Your payment has been submitted to Pay.gov and the details are below. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: OSHA Penalty Collection

Pay.gov Tracking ID: 2694PTT7

Agency Tracking ID: 75469043469

Account Holder Name: Safety Marking, Inc.

Transaction Type: ACH Debit

Transaction Amount: \$3,534.00

Payment Date: 04/19/2018

Account Type: Business Checking

Routing Number: 011900445

Account Number: \*\*\*\*\*1323

Transaction Date: 04/18/2018 06:04:50 PM EDT

Total Payments Scheduled: 1

Frequency: OneTime

Company Name: Safety Marking, Inc.

Company Address: 255 Hancock Ave, BRIDGEPORT, CT 06605

Doing Business As:

Contact Name: Mark Kelly

Contact Phone Number: (203) 333-6870

Contact Email Address: [jmatis@safetymarking.net](mailto:jmatis@safetymarking.net)

Inspection 1: Number: 1304526 -- Amount: \$3,534.00

Inspection 2:

Inspection 3:

Inspection 4:

Transaction ID:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

9f

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

Inspection Number: 1304526  
Inspection Date(s): 03/28/2018 - 03/28/2018  
Issuance Date: 03/28/2018



**Citation and Notification of Penalty**

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Dale Varney  
Area Director

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# SMC Safety Marking Inc.

*Established 1973*

*An Equal Opportunity Employer M/F V/IWD*

**"OUR REPUTATION IS BUILT ONE LINE AT A TIME."**

April 28, 2017

Harold Booth  
Field Contract Manager  
MTA Bridges and Tunnels  
Procurement Department

Re: Contract TN-60 – Safety Marking, Inc.

Dear Mr. Booth:

This letter is in response to your request for clarification regarding information stated on the Vendex. The following information should give you the information you need in order to confirm Safety Marking, Inc. as a subcontractor on the above project.

The first subject matter pertains to an audit done by the Office of Federal Contract Compliance for the evaluation period, May 31, 2013 – June 1, 2014. The findings from that audit revealed that Safety Marking, Inc. had not implemented an applicant tracking system for new hires and did not review its EEO policy and Affirmative Action obligations with all employees, supervisors and managers at least once a year. Safety Marking, Inc. entered into a Conciliation Agreement with the Office of Federal Contract Compliance committing to implementing the systems and review processes immediately and on an ongoing basis. Safety Marking, Inc. agreed to furnish the Office of Federal Contract Compliance with two reports. The first report covered the period from the execution of this Agreement through December 31, 2015 which was due to the OFCCP office no later than February 15, 2016. And the second and final report covered the period of January 1, 2016 through December 31, 2016 and was due to the OFCCP office no later than February 15, 2017. Both reports provided documentation demonstrating that the company had implemented an applicant tracking log and was collecting and maintaining all the necessary information, as well as documentation of the meetings and training that was done to review Safety Marking, Inc.'s EEO policy and documentation of the annual reviews conducted with all supervisors on their adherence to the company's EEO policies and affirmative action obligations. I have attached both letters from the OFCCP that confirms the receipt of as well as the content of the two progress reports. These letters from the OFCCP document their evaluation that Safety Marking, Inc. complied with all items in the Conciliation Agreement and have successfully remedied the areas in question in their initial evaluation.

255 Hancock Avenue, Bridgeport, Connecticut 06605 Phone: 203-333-6870 FAX: 203-333-9099  
59 Stilson Road, Richmond, Rhode Island 02898 Phone: 401-539-1016 FAX: 401-539-3153  
84 Sylvester Street, Westbury, NY 11590 Phone: 516-333-0489 FAX: 516-334-0813  
[www.safetymarking.net](http://www.safetymarking.net)

The second subject matter pertains to the lawsuit filed by two former employees for incidents relating to the conduct of five Safety Marking employees that occurred sometime between 2008-2012. In March 2016, a verdict was rendered in favor of the two former employees. The jury held Safety Marking, Inc. liable for the conduct of five of the employees. However, after the verdict, the parties settled the matter confidentially. Following the verdict, both CT DOT and NY DOT did their due diligence and investigated Safety Marking and its practices and both concluded that there were no findings of non-responsibility. Both confirmed Safety Marking's status as a responsible contractor and Safety Marking was awarded the contracts. I have attached the letters from both CT DOT and NY DOT confirming their findings and awarding Safety Marking, Inc. the contracts.

Safety Marking believes strongly in its EEO policies and employs approximately 50% minorities. Safety Marking and its management do not tolerate harassment or discrimination of any kind and communicate our Company's policies and Complaint Procedures with each and every employee. Our Company's Employee Handbook was updated in 2015 and includes all policies and procedures and was distributed and reviewed with every employee by our new Human Resources Manager who was hired in January 2015. All of our employees, supervisors and managers attend mandatory annual training that is conducted each year by our Human Resources Manager which covers Harassment training and our Company's EEO Policy. And our EEO Policy is posted on our bulletin boards at each of our locations as well as in our Compliance Books that we have on our work sites.

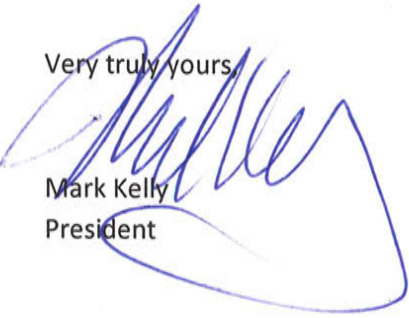
Our company prides itself on our Company's 360 Review processes which we have been doing since 1997. This process gives each employee the opportunity to evaluate every employee, supervisor and manager that he/she works with in the company and has the opportunity to confidentially review the person's ability, attitude and how the person helped, taught or provided the tools to help the employee do their job. In the past, I conducted these reviews with every employee. Last year, we enhanced the process and now each employee meets with three other members of our management team in addition to me in their review process. Each employee sits down with the Safety Director, the Operations Manager, the Human Resources Manager and then I. During these meetings the employee is able to discuss the pertinent aspects of their job, bring up any ideas or suggestions they may have on making things better or any problems or concerns that they may have as well. We spend over three months each year on the employee review process and take it very seriously to ensure that our employees are in the right position, getting the right tools and training to do their job and address any concerns that they bring to our attention.

Safety Marking, Inc. is committed to providing a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits any unlawful discriminatory practices. Through our continued communications, training and Open Door Policy that we have with our employees, we are confident that our employees feel good about the company that they work for. Unfortunately, anyone can accuse you of something without any witness or proof that it in fact occurred and all you can do is defend yourself. There were many facts that we were not allowed by the judge to be presented to the

jury in our defense case which if allowed may have led to a different outcome. But the process is far from being perfect and the grievous errors of law and rulings by the judge only compounded our fate.

Please feel free to contact me with any questions or if you require any further information pertaining to this matter. I would be happy to speak with you more on this and welcome you to visit our operation so that you have a better understanding of everything. I would be happy to give you a tour of our facility and have you meet our Safety Marking family.

Very truly yours,



Mark Kelly  
President





## Department of Transportation

**ANDREW M. CUOMO**  
Governor

**PAUL A. KARAS**  
Acting Commissioner

**JANICE A. McLACHLAN**  
Acting Chief Counsel

BY EMAIL and US MAIL

Mark Kelly, President  
Safety Marking, Inc.  
255 Hancock Avenue  
Bridgeport, Connecticut 06605

August 22, 2018

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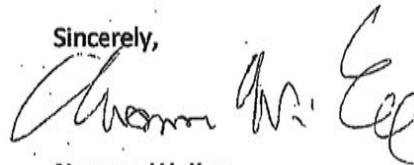
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The Department has considered Safety Marking's submitted materials, as well as the presentation and responses from the CRU Meeting. The Department finds that Safety Marking is deemed to be a responsible entity eligible for award of the above referenced subcontracts, subject to compliance with the following conditions:

- (1) If FenceMan is again designated as a DBE or MWBE entity, any business conducted between Safety Marking and FenceMan must be reviewed by an independent monitor, to be hired by Safety Marking and approved by the Department. The independent monitor will report its findings directly to the Department.
- (2) If any entity owned or operated, in whole or part, by Samantha Kelly or any other relative of yours is designated as a DBE or MWBE entity, any business conducted between Safety Marking and that entity must be reviewed by an independent monitor, to be hired by Safety Marking and approved by the Department. The independent monitor will report its findings directly to the Department.
- (3) Safety Marking has an affirmative obligation to inform the Department if it learns that Samantha Kelly or any other relative of yours owns or operates, in whole or part, any entity designated as a DBE or MWBE entity.

Safety Marking understands and agrees that in the event of any future responsibility issue, the Department retains all rights that it would have under the terms of its contracts with Safety Marking.

Sincerely,



Norman W. Kee,  
Assistant Counsel

Agreed and Accepted:

Safety Marking, Inc.

By:   
Mark Kelly, President

cc: Joshua Hawks-Ladds, Esq.



## Letter from the President regarding SMC's involvement in a litigation

Safety Marking, Inc. feels that it is important to be forth coming that it was indeed the subject of litigation for several years involving two former employees. These two employees alleged that they were victims of discrimination for incidents relating to the conduct of five Safety Marking, Inc. employees that occurred sometime between 2008-2012. The company fought the unsubstantiated litigation through trial and then through post-trial motions, but due to what it believes were grievous errors of law and clearly erroneous rulings by the judge, in March 2016, a verdict was rendered in favor of the two former employees. The jury held Safety Marking, Inc. liable for the conduct of five of the employees. However, after the verdict, the parties settled the matter confidentially. Following the verdict, both CT DOT and NY DOT did their due diligence and investigated Safety Marking and its practices and both concluded that there were no findings of non-responsibility. Both confirmed Safety Marking's status as a responsible contractor and Safety Marking was awarded the contracts.

Safety Marking believes strongly in its EEO policies and employs approximately 50% minorities. Safety Marking and its management do not tolerate harassment or discrimination of any kind and communicate our Company's policies and Complaint Procedures with each and every employee. Our Company's Employee Handbook was updated in 2015 and revised in 2017 and includes all policies and procedures. It has been distributed and reviewed with every employee by our Human Resources Manager who was hired in January 2015. All of our employees, supervisors and managers attend mandatory annual training that is conducted each year by our Human Resources Manager which covers Harassment training and our Company's EEO Policy. And our EEO Policy is posted on our bulletin boards at each of our locations as well as in our Compliance Books that we have on our work sites.

Our company prides itself on our Company's 360 Review processes which we have been doing since 1997. This process gives each employee the opportunity to evaluate every employee, supervisor and manager that he/she works with in the company and has the opportunity to confidentially review the person's ability, attitude and how the person helped, taught or provided the tools to help the employee do their job. In the past, I conducted these reviews with every employee. Last year, we enhanced the process and now each employee meets with three other members of our management team in addition to me in their review process. Each employee sits down with the Safety Director, the Operations Manager, the Human Resources Manager and then I. During these meetings the employee is able to discuss the pertinent aspects of their job, bring up any ideas or suggestions they may have on making things better or any problems or concerns that they may have as well. We spend over three months each year on the employee review process and take it very seriously to ensure that our employees are in

the right position, getting the right tools and training to do their job and address any concerns that they bring to our attention.

Safety Marking, Inc. is committed to providing a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits any unlawful discriminatory practices. Through our continued communications, training and Open Door Policy that we have with our employees, we are confident that our employees feel good about the company that they work for. Unfortunately, anyone can accuse you of something without any witness or proof that it in fact occurred and all you can do is defend yourself. There were many facts that we were not allowed by the judge to be presented to the jury in our defense case which if allowed may have led to a different outcome. But the process is far from being perfect and the grievous errors of law and rulings by the judge only compounded our fate.

Please feel free to contact me with any questions or if you require any further information pertaining to this matter. You can also reach out to our Human Resources Manager, Kelly Lavoie, who would be happy to answer any questions or provide you with any other information you may need. She can be reached at 203-814-3416. We welcome you to visit our operation as well if you wish so that you have a better understanding of what we do. I would be happy to give you a tour of our facility and have you meet our Safety Marking family.

*Mark Kelly*  
Mark Kelly  
President



Established 1973  
An Affirmative Action-Equal Opportunity Employer  
Providing Equal Opportunities for Minorities, Females,  
Veterans & Individuals with Disabilities

"OUR REPUTATION IS BUILT ONE LINE AT A TIME."

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Re: Letter from the President regarding SMC's involvement in a litigation

To Whom It May Concern:

Safety Marking, Inc. feels that it is important to be forth coming that it was indeed the subject of litigation for several years involving two former employees. These two employees alleged that they were victims of discrimination for incidents relating to the conduct of five Safety Marking, Inc. employees that occurred sometime between 2008-2012. The company fought the unsubstantiated litigation through trial and then through post-trial motions, but due to what it believes were grievous errors of law and clearly erroneous rulings by the judge, in March 2016, a verdict was rendered in favor of the two former employees. The jury held Safety Marking, Inc. liable for the conduct of five of the employees. However, after the verdict, the parties settled the matter confidentially. Following the verdict, both CT DOT and NY DOT did their due diligence and investigated Safety Marking and its practices and both concluded that there were no findings of non-responsibility. Both confirmed Safety Marking's status as a responsible contractor and Safety Marking was awarded the contracts.

Safety Marking believes strongly in its EEO policies and employs approximately 50% minorities. Safety Marking and its management do not tolerate harassment or discrimination of any kind. Since the lawsuit, Safety Marking has taken many steps to enhance our operation to ensure the highest level of professionalism and compliance.

One of the first of many steps that the company took was to hire an experienced, seasoned Human Resources Manager in January 2015. The Human Resources role in a company is to evaluate all procedures and processes to ensure that the company and its practices follow all state and federal laws and requirements. A complete audit was done and some of the changes that were immediately implemented included revising the Employee Handbook which was distributed to every employee in the company and all policies and procedures were reviewed with all employees in mandatory meetings. We enhanced the existing New Employee Orientation program and changed it from a one-day session to a 4-day program. The first day starts with the Human Resources Manager covering a number of things including all company policies and procedures, a review of the Employee Handbook, as well as a thorough explanation and outline of the company's EEO/Affirmative Action and Anti-Harassment Policies which also includes interactive exercises along with follow up discussions. The other three days of the program are led by Safety Marking's Safety Director and three other Managers and cover other topics including Safe Driving and Work Zone Safety, OSHA, PPE and other key training areas applicable to our equipment and our operation. This training is also modified and condensed into a one-day program and done annually as a refresher for all current employees at the beginning of each season at mandatory Return to Work meetings. The purpose of these meetings is to communicate, educate and train all employees in the key areas of our operation. It is imperative for our employees to know that we do not tolerate any form of discrimination, harassment or bullying and will take every action possible to ensure that we are providing a workplace free from that behavior.

Every employee is welcomed and treated with respect here at our company from day one. One of the things that we feel is important in ensuring this, is that everyone addresses each other by the person's name. For this to happen, we added the employees' name to their shirts, vests and jackets so that everyone can address each other by their name immediately, even if they are just meeting the person for the first time.

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Our company prides itself on our Company's 360 Review processes which we have been doing since 1997. This process gives each employee the opportunity to evaluate every employee, supervisor and manager that he/she works with in the company and has the opportunity to confidentially review the person's ability, attitude and how the person helped, taught or provided the tools to help the employee do their job. In the past, I conducted these reviews with every employee. In 2016, we enhanced the process and now each employee meets with three other members of our management team in addition to me in their review process. Each employee sits down with the Safety Director, the Operations Manager, the Human Resources Manager and then me. During these meetings the employee is able to discuss the pertinent aspects of their job, bring up any ideas or suggestions they may have on making things better or any problems or concerns that they may have as well. We spend over three months each year on the employee review process and take it very seriously to ensure that our employees are in the right position, getting the right tools and training to do their job and address any concerns that they bring to our attention.

In January 2018, Safety Marking hired a Manager of Learning and Development. Bringing 25 years' experience to our company, this individual has helped create a Learning-Focused Organization by 1) increasing the frequency of Operations Training, 2) instituting a Professional Development Training Program in tandem with a Competencies Framework for all employees, and 3) building a Learning Management System into the company's website. A newly built 30-seat training facility was added to our Bridgeport, CT headquarters where instructor-led classes are delivered weekly to employees, video training is produced, and employee coaching can take place. Additionally, this role also provides Success Coaching to employees across all three locations.

In summary, Safety Marking, Inc. is committed to providing a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits any unlawful discriminatory practices. Through our continued communications, training and Open Door Policy that we have with our employees, we are confident that our employees feel good about Safety Marking.

Please feel free to contact me with any questions or if you require any further information pertaining to this matter. You can also reach out to our Human Resources Manager, Kelly Lavoie, who would be happy to answer any questions or provide you with any other information you may need. She can be reached at 203-814-3416. We welcome you to visit our operation as well if you wish so that you have a better understanding of what we do. I would be happy to give you a tour of our facility and have you meet our Safety Marking family.



Mark K. Kelly  
President

**PRINCIPAL QUESTIONNAIRE**  
**ITEM #10**

The company was involved in a lawsuit filed by two former employees under 42 U.S.C. Sec. 1981, relating to the conduct of five Safety Marking employees that occurred sometime between 2008-2012. In March 2016, a verdict was rendered in favor of the two former employees. The jury held Safety Marking, Inc. liable for the conduct of five of the employees. However, after the verdict, the parties settled the matter confidentially. Due to this litigation, in the Spring of 2016, both CTDOT and NYDOT conducted an in-depth Contract Compliance Review of Safety Marking, Inc. and both concluded that Safety Marking, Inc. was a responsible bidder.

In 2018, the New York State Department of Transportation investigated Safety Marking's qualifications as a responsible contractor/bidder arising out of an allegation raised that Safety Marking was somehow affiliated with another company. After a hearing was held in August 2018 before the New York State Department of Transportation, Safety Marking was determined to be a responsible contractor/bidder under New York regulations.

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. has complied with the investigative demand and disclosed all documents in accordance thereto.

In January 2020 an employee who was terminated for aggressive and bullying conduct filed a Charge with the NLRB alleging that his bullying 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.



## Department of Transportation

ANDREW M. CUOMO  
Governor

MATTHEW J. DRISCOLL  
Commissioner

Cathy Calhoun  
Chief of Staff

BY EMAIL and US MAIL

June 6, 2016

Mark Kelly, President  
Safety Marking, Inc.  
255 Hancock Avenue  
Bridgeport, Connecticut 06605

Dear Mr. Kelly,

Safety Marking, Inc. ("Safety Marking") is the putative low bidder on New York State Department of Transportation (the "Department") Contract D263122, a 2016 Durable Pavement Marking Contract. The Department has a statutory responsibility to award contracts to the lowest responsible bidder as will best promote the public interest.

By letter of May 4, 2016, Safety Marking was called in to meet with the Department's Contract Review Unit (CRU) to discuss Safety Marking's status as a responsible contractor following a federal jury verdict awarding punitive and compensatory damages to two Safety Marking employees who sued Safety Marking and a number of the company's employees in the United States District Court for the District of Connecticut. In the lawsuit, Plaintiffs alleged that Safety Marking and the individual defendants created, tolerated, and ignored a racially hostile work environment. The Department was also concerned about the accuracy of the New York State Vendor Responsibility Questionnaire For-Profit Construction form (CCA-2) submitted by Safety Marking in January 2016, which does not disclose this lawsuit.

The Department asked Safety Marking to set forth its position on these issues, and to submit materials for consideration by a CRU panel prior to a May 18, 2016 CRU Meeting. Safety Marking's submissions included a May 12, 2016 letter from Safety Marking's attorney Joshua Hawks-Ladds, which, broadly speaking, stated that the trial suffered from erroneous decisions made by the judge and that the verdict was improper and would be overturned after post-verdict briefing or on appeal. The May 12 letter also noted that you, as President of Safety Marking, were exonerated. Additionally, the letter explained that after the verdict, Connecticut Department of Transportation officials reviewed Safety Marking's status, and deemed Safety Marking a responsible bidder eligible for award of state contracts.

The May 12 letter also asserted that you did not think the CCA-2 solicited information about the lawsuit. Furthermore, both the letter and attached affidavits state that Jack Matis, Safety Marking's Controller, filled out the CCA-2 and that he was unaware of the lawsuit. Additionally, the letter says that the lawsuit was disclosed to other governmental entities. Accompanying the May 12 letter were submissions including relevant Safety Marking's policies and procedures, training materials, an organization chart, a summary of employment data, submissions to The City of New York Department of Small Business Services disclosing the lawsuit, Plaintiffs' evaluations of fellow employees and Safety Marking, an overview of Safety Marking, and minutes from a post-verdict, company-wide meeting.

#### **The CRU Meeting**

You, Kelly Lavoie, Safety Marking's Human Resources Manager, and Mr. Hawks-Ladds attended the May 18, 2016 CRU Meeting. After introductions and an overview of the CRU meeting process, I summarized the Department's concerns regarding the lawsuit and the CCA-2 reporting. Mr. Hawks-Ladds discussed the lawsuit, and then you discussed both the lawsuit and Safety Marking more generally. Ms. Lavoie gave some background on the process Safety Marking undertook to improve company policies regarding discrimination and harassment. Also discussed was the March 29, 2016 company-wide meeting held shortly after the verdict in the lawsuit, at which you addressed all Safety Marking employees and discussed the company's Anti-Harassment/Anti-Discrimination Policy and Complaint Procedures. The CRU panel and Safety Marking representatives engaged in a discussion of these issues. After the May 18 meeting, in response to a question from the Department, Mr. Hawks-Ladds confirmed that the Safety Marking Employee Handbook, 2015 version, copies of which were distributed at the CRU meeting, contained the Anti-Harassment/Anti-Discrimination Policy and Complaint Procedures referred to in the minutes of the March 29, 2016 company meeting.

#### **Determination and Conditions**

The Department has considered Safety Marking's submitted materials, presentation and responses at the CRU Meeting, and follow-up communications. The Department finds that Safety Marking is deemed to be the lowest responsible bidder on Contract D263122, subject to compliance with certain conditions. These conditions are as follows:

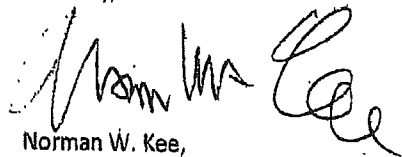
- (1) Safety Marking must revise and resubmit a CCA-2 setting forth the lawsuit and details of the jury verdict. The revised CCA-2 should be submitted no later than June 17, 2016.

(2) Safety Marking must insure that it fulfills Section 105-02 of the Department's Standard Specifications, which addresses the Character of Workers. Section 105-02 requires that work be done under the supervision of a reliable Superintendent, and that orders given by the Engineer will be followed by a foreperson in charge of work at issue. Safety Marking must designate supervisory staff whenever it works on a Department project, and must make that designation known to Department personnel.

The CRU finds that Safety Marking is a responsible contractor and may be awarded Contract D263122, subject to Safety Marking's compliance with the conditions set forth above and all other requirements of the Contract. The Contract award is made in express reliance on Safety Marking's promises and assertions, and its commitment to prevent discrimination and harassment at all times and in all respects. If Safety Marking performs according to its promises and assertions and fulfills the conditions set forth above, then it will continue to be the lowest responsible bidder as will best promote the public interest on Contract D263122, and will remain eligible for award on future Department contracts. Upon award of D263122, Safety Marking agrees to proceed with due diligence to commence work on the same.

Safety Marking understands and agrees that in the event of any future responsibility issue, the Department retains any and all rights that it would have under the terms of its contracts with Safety Marking.

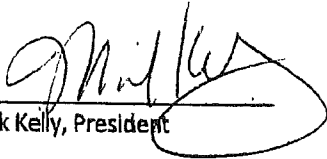
Sincerely,



Norman W. Kee,  
Assistant Counsel

Agreed and Accepted:

Safety Marking, Inc.

By:   
Mark Kelly, President

cc: Joshua Hawks-Ladds, Esq.





## Department of Transportation

ANDREW M. CUOMO  
Governor

PAUL A. KARAS  
Acting Commissioner

JANICE A. McLACHLAN  
Acting Chief Counsel

BY EMAIL and US MAIL

Mark Kelly, President  
Safety Marking, Inc.  
255 Hancock Avenue  
Bridgeport, Connecticut 06605

August 22, 2018

Dear Mr. Kelly,

Safety Marking, Inc. ("Safety Marking") is a potential subcontractor on several New York State Department of Transportation (the "Department") contracts, including D263661, D263682, D263687, D263711, D263724, D263735, and D263744. The Department has a statutory responsibility to award contracts and subcontracts to responsible entities as will best promote the public interest.

In May 2016, Safety Marking met with the Department's Contract Review Unit (CRU) to discuss Safety Marking's status as a responsible contractor following a jury verdict awarding damages to two Safety Marking employees who alleged that Safety Marking created, tolerated, and ignored a racially hostile work environment. The Department was also concerned about the accuracy of the New York State Vendor Responsibility Questionnaire For-Profit Construction form (CCA-2) submitted by Safety Marking in January 2016. Safety Marking was deemed a responsible contractor provided that it submit a corrected CCA-2, and that Safety Marking fulfill Section 105-02 of the Department's Standard Specifications, which requires contractors to designate supervisory staff. Safety Marking complied with these requirements, and that determination was spread to cover numerous subcontracts.

Recently, the CRU learned that The FenceMan, Inc. ("FenceMan"), a company owned by your daughter Samantha Kelly, had its Disadvantaged Business Enterprise ("DBE") certification removed. Among the reasons cited for the removal of certification was: (1) a sharing of resources and employees between Safety Marking and FenceMan; (2) Safety Marking performing work assigned to FenceMan; and (3) FenceMan invoicing for work done by Safety Marking. By letter of August 3, 2018, you were asked to meet with the CRU to address these issues.

Prior to meeting with the CRU, Safety Marking, through an August 16, 2018 letter (the "Response") from attorney Joshua A. Hawks-Ladds, submitted materials for consideration. Stated broadly, the Response notes that "even though [FenceMan] is owned by Mark Kelly's estranged daughter, Samantha, there

never was an 'affiliation' between the two companies and, as relevant to this current inquiry, a complete fracture has occurred between the two companies (and, unfortunately, between Mr. Kelly and his daughter)." The Response adds that "Mark Kelly is estranged from his daughter and has not seen her since December 2017. They barely communicate with each other and their business associations were always limited as described herein and are currently nonexistent."

Additionally, the Response notes that since Samantha Kelly's 2013 acquisition of FenceMan, neither Mr. Kelly nor Safety Marking have had anything to do with FenceMan other than occasionally leasing specialized equipment and personnel to run the equipment, and selling material to FenceMan at fair market value. The Response states that "[t]he leasing of specialized equipment and providing personnel to run the machines is commonplace in the line striping industry because the equipment costs hundreds of thousands of dollars and only certain companies (like Safety Marking) have the wherewithal to buy this equipment and employ the qualified personnel to run it." The Response further states that it has leased equipment and personnel to at least six other line-striping companies.

Safety Marking continued leasing various equipment to FenceMan through 2017. However, in 2018, Safety Marking has not leased any trucks to FenceMan. FenceMan no longer rents property from an LLC affiliated with you. The Response also notes that Safety Marking and FenceMan do not share personnel. "However, the line striping industry is small and personnel often move between companies." Some personnel are hired out of union halls. Others quit Safety Marking, worked for FenceMan, and came back to Safety Marking.

The Response adds that in 2014, over Mr. Kelly's protests, MTA required Safety Marking to subcontract with FenceMan for five years to meet WBE goals. "Safety Marking has contracted with many other DBE/WBE striping companies on numerous occasions and if Mr. Kelly wanted to favor his daughter's company (or enrich his own company) he could have subcontracted out the work to [FenceMan] instead of these other DBE/WBE companies." Lastly, "Safety Marking does not intend to do business with [FenceMan] any longer," unless required to do so.

At the August 21, 2018 meeting with the CRU, the above points made in the Response were further explained. In addition, you, along with Mr. Hawks-Ladds, explained the expense of running epoxy striping equipment due to cost of acquisition, maintenance, and training of personnel.

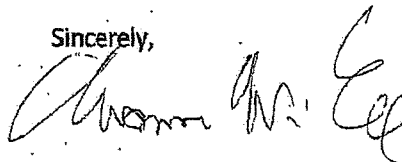
### Determination and Conditions

The Department has considered Safety Marking's submitted materials, as well as the presentation and responses from the CRU Meeting. The Department finds that Safety Marking is deemed to be a responsible entity eligible for award of the above referenced subcontracts, subject to compliance with the following conditions:

- (1) If FenceMan is again designated as a DBE or MWBE entity, any business conducted between Safety Marking and FenceMan must be reviewed by an independent monitor, to be hired by Safety Marking and approved by the Department. The independent monitor will report its findings directly to the Department.
- (2) If any entity owned or operated, in whole or part, by Samantha Kelly or any other relative of yours is designated as a DBE or MWBE entity, any business conducted between Safety Marking and that entity must be reviewed by an independent monitor, to be hired by Safety Marking and approved by the Department. The independent monitor will report its findings directly to the Department.
- (3) Safety Marking has an affirmative obligation to inform the Department if it learns that Samantha Kelly or any other relative of yours owns or operates, in whole or part, any entity designated as a DBE or MWBE entity.

Safety Marking understands and agrees that in the event of any future responsibility issue, the Department retains all rights that it would have under the terms of its contracts with Safety Marking.

Sincerely,



Norman W. Kee,  
Assistant Counsel

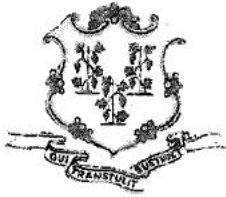
Agreed and Accepted:

Safety Marking, Inc.

By: 

Mark Kelly, President

cc: Joshua Hawks-Ladds, Esq.



**STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION**

**2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546**

**Phone: 860-594-3128**



June 16, 2016

Mark Kelly, President  
Safety Marking, Inc.  
460 Bostwick Avenue  
Bridgeport, Connecticut 06605

Re: Contractor's Prequalification  
Statement (CON-16)

Dear Mr. Kelly;

This is to notify you that your Firm's subject statement has been found to be satisfactory by this Department.

It will expire June 30, 2019

Your Maximum Capacity Rating is \_\_\_\_\_

Your Construction Group Classifications are:

Group No. 16 Pavement Markings

A Proposal Request (Part "C") can be obtained via this link:  
<http://www.ct.gov/dot/lib/dot/documents/dcontractdev/partc.xls>

No bidders that have mutual financial interests, or common ownership, directors, officers or principal shareholders (i.e., shareholders holding at least five percent [5%] of either the common or the preferred shares of the company's stock) may bid for the same Department contract. Such proscribed bidders shall include, but not be limited to, affiliates and subsidiaries of each other. If any non-bidding party has an ownership interest in more than one bidder that is bidding for a given contract, either directly or through the former's ownership interests in another company, no matter how high up or far removed in a vertical or horizontal chain of ownership that party might be from the bidders, the bids of those bidders shall not be accepted.

In addition, with respect to any given Department contract that is advertised for bidding, no bidder owned by, or in the chain of ownership of, a company which provides surety bonds may bid against a bidder for whom a bond has been or will be provided by that company for the given contract bidding. All bids proscribed by the terms of this paragraph will be rejected by the Commissioner.

**PRINCIPAL QUESTIONNAIRE**  
**ITEM #10**

Over four years ago, the Company was involved in a lawsuit filed by two former employees under 42 U.S.C. Sec. 1981, relating to the conduct of five Safety Marking employees that occurred sometime between 2008-2012. In March 2016, a verdict was rendered in favor of the two former employees. The jury held Safety Marking, Inc. liable for the conduct of five of the employees. However, after the verdict, the parties settled the matter confidentially. Due to this litigation, in Spring 2016, both CTDOT and NYDOT conducted an in depth Contract Compliance Review of Safety Marking, Inc. and both concluded that Safety Marking, Inc. was a responsible bidder.

In 2018, the New York State Department of Transportation investigated Safety Marking's qualifications as a responsible contractor/bidder arising out of an allegation raised that Safety Marking was somehow affiliated with another company. After a hearing was held in August 2018 before the New York State Department of Transportation, Safety Marking was determined to be a responsible contractor/bidder under New York regulations.

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 requires the company to provide documentation to the government relating to The Fence Man, Inc., an unaffiliated company. The company is complying with the investigative demand and disclosing documents in accordance thereto.

In January 2020 an employee who was terminated for aggressive and bullying conduct filed a Charge with the NLRB alleging that his bullying 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.

## 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: 04/08/2020

1) Proposer's Legal Name: Safety Marking, Inc.

2) Address of Place of Business: 255 Hancock Avenue

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

Country: US

Address: 500 Bostwick Avenue

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

Country: US

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Address: 460 Bostwick Avenue

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

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: \_\_\_\_\_

Address: 59 Stilson Road

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

Country: US

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

3) Mailing Address (if different): \_\_\_\_\_

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

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

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

4) Dun and Bradstreet number: 010138881

5) Federal I.D. Number: 061267005

6) The proposer is a: Corporation (Describe) \_\_\_\_\_

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

YES ☒ NO ☐ If yes, please provide details:

When a contract requires unionized labor, Safety Marking, Inc. will utilize Safety Marking of NY, Inc's personnel as Safety Marking of NY, Inc. is a unionized company. Safety Marking of NY, Inc. supplies unionized labor to Safety Marking, Inc, exclusively. Safety Marking of NY, Inc. will not be performing any active work on these projects.

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

YES ☒ NO ☐ If yes, please provide details:

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

3 File(s) Uploaded: Business History Form-Safety Marking of NY, Inc..pdf, Safety Marking of NY, Inc Business Questionnaire Form.pdf, Safety Marking of NY, Inc. BHF April 2020.pdf

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☒ NO ☐ If yes, please provide details:

Affiliate: Safety Marking of NY, Inc. whose sole function is to provide union labor exclusively to Safety Marking, Inc.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

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

On May 9, 2016 a former employee, Peter P. Klosterman, filed an administrative complaint with the State of NY, Division of Human Rights against Safety Marking of NY, Inc. an affiliate of Safety Marking, INC. Mr. Klosterman alleged that he was terminated in violation of NY disability discrimination laws. After an investigation & following opportunity for review of related information & evidence by the named parties, the Division of Human Rights determined that there was NO PROBABLE CAUSE to believe that the respondent had engaged in or is engaging in the unlawful discriminatory practice complained of. The complaint was dismissed and the file was closed. Please also see attachment for #13 and a letter from the President.

9 File(s) Uploaded: 201704281208-CTDOT Con-16.pdf, 201704281211-NYDOT Responsible Bidder letter.pdf, 201704281342- letter.pdf, 201808220930-NYDOT CRU's Determination Letter.pdf, BHF Item 13.pdf, Business History - Item 13.pdf, Business History Form Item 13 Attachment.pdf, Letter from Pres.updated 2020.pdf, Letter from President.pdf

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

YES ☐ NO ☒ 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 ☒ 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 ☒ If yes, provide details for each such investigation, an explanation of the



circumstances and corrective action taken.

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

In July 2016, the NYC Parks & Recreation Dept. performed two audits and alleged that a Painter-Striper should have been classified as a Painter-Lineperson. SMC disputed these findings. In order to resolve the disputes, SMC paid the underpayments to resolve the apparent violations. SMC did not admit that any violations occurred, but nonetheless discloses the matter.

Citation 1 - OSHA Other-than-Serious Violation (please see attached for detail)

2 File(s) Uploaded: Attachment for Question 14e.pdf, SMC 14 e.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 ☒ 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 ☒ 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, Inc. employee had any conflict of interest, that employee would not be allowed to be involved with the project in any capacity nor would 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 ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ 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, President and Sole Officer - owns 100% of Safety Marking, Inc.'s shares - [REDACTED]

First Name	Mark				
Last Name	Kelly				
MI		Suffix			
Address	[REDACTED]				
City	Bridgeport	State/Province/Territory	CT	Zip/Postal Code	06605
Country	US				
Position	President				

3 File(s) Uploaded: C.O.N.C.O.R.D..pdf, C.O.N.C.O.R.pdf, C.O.N.C.O.R.pdf

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

Mark Kelly, [REDACTED] (Home) - President & Sole Officer

First Name	Mark				
Last Name	Kelly				
MI		Suffix			
Address	[REDACTED]				
City	Bridgeport	State/Province/Territory	CT	Zip/Postal Code	06605
Country	US				
Position	President				

- iv) State of incorporation (if applicable);  
CT
- v) The number of employees in the firm;  
150
- vi) Annual revenue of firm;  
45000000
- vii) Summary of relevant accomplishments  
Please see attachment A.
- 4 File(s) Uploaded: A. with attached History & Resumes.pdf, SMC History & Resumes.pdf, SMC History-Resumes-Equipment List.pdf, SMC Item A - Attachment.pdf
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

47

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

2 File(s) Uploaded: SMC Equipment List (2).pdf, SMC Equipment List.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	NYS Dept of Transportation		
Contact Person	Jeffrey Dionisio		
Address	3380 Veterans Memorial Highway		
City	Bohemia	State/Province/Territory	NY
Country	US		
Telephone	[REDACTED]		
Fax #	[REDACTED]		
E-Mail Address	[REDACTED]		

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	[REDACTED]		
Fax #	[REDACTED]		
E-Mail Address	[REDACTED]		

Company	Nassau County DPW		
Contact Person	Harold Lutz, Directory of Traffic Engineering		
Address	1194 Prospect Avenue		
City	Westbury	State/Province/Territory	NY
Country	US		
Telephone	[REDACTED]		
Fax #	[REDACTED]		

E-Mail Address

[REDACTED]

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.

Name of submitting business: Safety Marking, Inc,

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

President  
Title

04/08/2020 11:54:46 AM  
Date



**STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION**

**2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546**

**Phone: 860-594-3128**



June 16, 2016

Mark Kelly, President  
Safety Marking, Inc.  
460 Bostwick Avenue  
Bridgeport, Connecticut 06605

Re: Contractor's Prequalification  
Statement (CON-16)

Dear Mr. Kelly;

This is to notify you that your Firm's subject statement has been found to be satisfactory by this Department.

It will expire June 30, 2019

Your Maximum Capacity Rating is \$40,000,000.00

Your Construction Group Classifications are:

Group No. 16 Pavement Markings

A Proposal Request (Part "C") can be obtained via this link:  
<http://www.ct.gov/dot/lib/dot/documents/dcontractdev/partc.xls>

No bidders that have mutual financial interests, or common ownership, directors, officers or principal shareholders (i.e., shareholders holding at least five percent [5%] of either the common or the preferred shares of the company's stock) may bid for the same Department contract. Such proscribed bidders shall include, but not be limited to, affiliates and subsidiaries of each other. If any non-bidding party has an ownership interest in more than one bidder that is bidding for a given contract, either directly or through the former's ownership interests in another company, no matter how high up or far removed in a vertical or horizontal chain of ownership that party might be from the bidders, the bids of those bidders shall not be accepted.

In addition, with respect to any given Department contract that is advertised for bidding, no bidder owned by, or in the chain of ownership of, a company which provides surety bonds may bid against a bidder for whom a bond has been or will be provided by that company for the given contract bidding. All bids proscribed by the terms of this paragraph will be rejected by the Commissioner.



## Department of Transportation

**ANDREW M. CUOMO**  
Governor

**MATTHEW J. DRISCOLL**  
Commissioner

**Cathy Calhoun**  
Chief of Staff

BY EMAIL and US MAIL

June 6, 2016

Mark Kelly, President  
Safety Marking, Inc.  
255 Hancock Avenue  
Bridgeport, Connecticut 06605

Dear Mr. Kelly,

Safety Marking, Inc. ("Safety Marking") is the putative low bidder on New York State Department of Transportation (the "Department") Contract D263122, a 2016 Durable Pavement Marking Contract. The Department has a statutory responsibility to award contracts to the lowest responsible bidder as will best promote the public interest.

By letter of May 4, 2016, Safety Marking was called in to meet with the Department's Contract Review Unit (CRU) to discuss Safety Marking's status as a responsible contractor following a federal jury verdict awarding punitive and compensatory damages to two Safety Marking employees who sued Safety Marking and a number of the company's employees in the United States District Court for the District of Connecticut. In the lawsuit, Plaintiffs alleged that Safety Marking and the individual defendants created, tolerated, and ignored a racially hostile work environment. The Department was also concerned about the accuracy of the New York State Vendor Responsibility Questionnaire For-Profit Construction form (CCA-2) submitted by Safety Marking in January 2016, which does not disclose this lawsuit.

The Department asked Safety Marking to set forth its position on these issues, and to submit materials for consideration by a CRU panel prior to a May 18, 2016 CRU Meeting. Safety Marking's submissions included a May 12, 2016 letter from Safety Marking's attorney Joshua Hawks-Ladds, which, broadly speaking, stated that the trial suffered from erroneous decisions made by the judge and that the verdict was improper and would be overturned after post-verdict briefing or on appeal. The May 12 letter also noted that you, as President of Safety Marking, were exonerated. Additionally, the letter explained that after the verdict, Connecticut Department of Transportation officials reviewed Safety Marking's status, and deemed Safety Marking a responsible bidder eligible for award of state contracts.

The May 12 letter also asserted that you did not think the CCA-2 solicited information about the lawsuit. Furthermore, both the letter and attached affidavits state that Jack Matis, Safety Marking's Controller, filled out the CCA-2 and that he was unaware of the lawsuit. Additionally, the letter says that the lawsuit was disclosed to other governmental entities. Accompanying the May 12 letter were submissions including relevant Safety Marking's policies and procedures, training materials, an organization chart, a summary of employment data, submissions to The City of New York Department of Small Business Services disclosing the lawsuit, Plaintiffs' evaluations of fellow employees and Safety Marking, an overview of Safety Marking, and minutes from a post-verdict, company-wide meeting.

#### **The CRU Meeting**

You, Kelly Lavoie, Safety Marking's Human Resources Manager, and Mr. Hawks-Ladds attended the May 18, 2016 CRU Meeting. After introductions and an overview of the CRU meeting process, I summarized the Department's concerns regarding the lawsuit and the CCA-2 reporting. Mr. Hawks-Ladds discussed the lawsuit, and then you discussed the both the lawsuit and Safety Marking more generally. Ms. Lavoie gave some background on the process Safety Marking undertook to improve company policies regarding discrimination and harassment. Also discussed was the March 29, 2016 company-wide meeting held shortly after the verdict in the lawsuit, at which you addressed all Safety Marking employees and discussed the company's Anti-Harassment/Anti-Discrimination Policy and Complaint Procedures. The CRU panel and Safety Marking representatives engaged in a discussion of these issues. After the May 18 meeting, in response to a question from the Department, Mr. Hawks-Ladds confirmed that the Safety Marking Employee Handbook, 2015 version, copies of which were distributed at the CRU meeting, contained the Anti-Harassment/Anti-Discrimination Policy and Complaint Procedures referred to in the minutes of the March 29, 2016 company meeting.

#### **Determination and Conditions**

The Department has considered Safety Marking's submitted materials, presentation and responses at the CRU Meeting, and follow-up communications. The Department finds that Safety Marking is deemed to be the lowest responsible bidder on Contract D263122, subject to compliance with certain conditions. These conditions are as follows:

- (1) Safety Marking must revise and resubmit a CCA-2 setting forth the lawsuit and details of the jury verdict. The revised CCA-2 should be submitted no later than June 17, 2016.

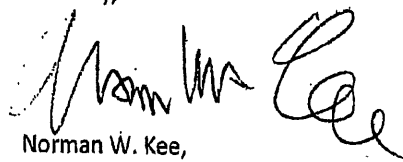


(2) Safety Marking must insure that it fulfills Section 105-02 of the Department's Standard Specifications, which addresses the Character of Workers. Section 105-02 requires that work be done under the supervision of a reliable Superintendent, and that orders given by the Engineer will be followed by a foreperson in charge of work at issue. Safety Marking must designate supervisory staff whenever it works on a Department project, and must make that designation known to Department personnel.

The CRU finds that Safety Marking is a responsible contractor and may be awarded Contract D263122, subject to Safety Marking's compliance with the conditions set forth above and all other requirements of the Contract. The Contract award is made in express reliance on Safety Marking's promises and assertions, and its commitment to prevent discrimination and harassment at all times and in all respects. If Safety Marking performs according to its promises and assertions and fulfills the conditions set forth above, then it will continue to be the lowest responsible bidder as will best promote the public interest on Contract D263122, and will remain eligible for award on future Department contracts. Upon award of D263122, Safety Marking agrees to proceed with due diligence to commence work on the same.

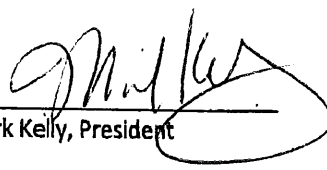
Safety Marking understands and agrees that in the event of any future responsibility issue, the Department retains any and all rights that it would have under the terms of its contracts with Safety Marking.

Sincerely,

  
Norman W. Kee,  
Assistant Counsel

Agreed and Accepted:

Safety Marking, Inc.

By:   
Mark Kelly, President

cc: Joshua Hawks-Ladds, Esq.



# SMC Safety Marking Inc.

*Established 1973*

*An Equal Opportunity Employer M/F V/IWD*

**"OUR REPUTATION IS BUILT ONE LINE AT A TIME."**

April 28, 2017

Harold Booth  
Field Contract Manager  
MTA Bridges and Tunnels  
Procurement Department

Re: Contract TN-60 – Safety Marking, Inc.

Dear Mr. Booth:

This letter is in response to your request for clarification regarding information stated on the Vendex. The following information should give you the information you need in order to confirm Safety Marking, Inc. as a subcontractor on the above project.

The first subject matter pertains to an audit done by the Office of Federal Contract Compliance for the evaluation period, May 31, 2013 – June 1, 2014. The findings from that audit revealed that Safety Marking, Inc. had not implemented an applicant tracking system for new hires and did not review its EEO policy and Affirmative Action obligations with all employees, supervisors and managers at least once a year. Safety Marking, Inc. entered into a Conciliation Agreement with the Office of Federal Contract Compliance committing to implementing the systems and review processes immediately and on an ongoing basis. Safety Marking, Inc. agreed to furnish the Office of Federal Contract Compliance with two reports. The first report covered the period from the execution of this Agreement through December 31, 2015 which was due to the OFCCP office no later than February 15, 2016. And the second and final report covered the period of January 1, 2016 through December 31, 2016 and was due to the OFCCP office no later than February 15, 2017. Both reports provided documentation demonstrating that the company had implemented an applicant tracking log and was collecting and maintaining all the necessary information, as well as documentation of the meetings and training that was done to review Safety Marking, Inc.'s EEO policy and documentation of the annual reviews conducted with all supervisors on their adherence to the company's EEO policies and affirmative action obligations. I have attached both letters from the OFCCP that confirms the receipt of as well as the content of the two progress reports. These letters from the OFCCP document their evaluation that Safety Marking, Inc. complied with all items in the Conciliation Agreement and have successfully remedied the areas in question in their initial evaluation.

255 Hancock Avenue, Bridgeport, Connecticut 06605 Phone: 203-333-6870 FAX: 203-333-9099  
59 Stilson Road, Richmond, Rhode Island 02898 Phone: 401-539-1016 FAX: 401-539-3153  
84 Sylvester Street, Westbury, NY 11590 Phone: 516-333-0489 FAX: 516-334-0813  
[www.safetymarking.net](http://www.safetymarking.net)

The second subject matter pertains to the lawsuit filed by two former employees for incidents relating to the conduct of five Safety Marking employees that occurred sometime between 2008-2012. In March 2016, a verdict was rendered in favor of the two former employees. The jury held Safety Marking, Inc. liable for the conduct of five of the employees. However, after the verdict, the parties settled the matter confidentially. Following the verdict, both CT DOT and NY DOT did their due diligence and investigated Safety Marking and its practices and both concluded that there were no findings of non-responsibility. Both confirmed Safety Marking's status as a responsible contractor and Safety Marking was awarded the contracts. I have attached the letters from both CT DOT and NY DOT confirming their findings and awarding Safety Marking, Inc. the contracts.

Safety Marking believes strongly in its EEO policies and employs approximately 50% minorities. Safety Marking and its management do not tolerate harassment or discrimination of any kind and communicate our Company's policies and Complaint Procedures with each and every employee. Our Company's Employee Handbook was updated in 2015 and includes all policies and procedures and was distributed and reviewed with every employee by our new Human Resources Manager who was hired in January 2015. All of our employees, supervisors and managers attend mandatory annual training that is conducted each year by our Human Resources Manager which covers Harassment training and our Company's EEO Policy. And our EEO Policy is posted on our bulletin boards at each of our locations as well as in our Compliance Books that we have on our work sites.

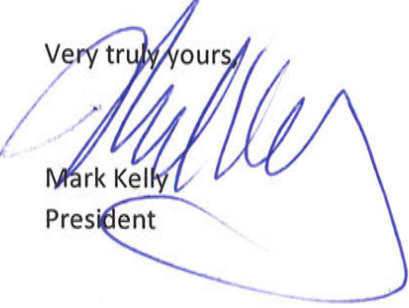
Our company prides itself on our Company's 360 Review processes which we have been doing since 1997. This process gives each employee the opportunity to evaluate every employee, supervisor and manager that he/she works with in the company and has the opportunity to confidentially review the person's ability, attitude and how the person helped, taught or provided the tools to help the employee do their job. In the past, I conducted these reviews with every employee. Last year, we enhanced the process and now each employee meets with three other members of our management team in addition to me in their review process. Each employee sits down with the Safety Director, the Operations Manager, the Human Resources Manager and then I. During these meetings the employee is able to discuss the pertinent aspects of their job, bring up any ideas or suggestions they may have on making things better or any problems or concerns that they may have as well. We spend over three months each year on the employee review process and take it very seriously to ensure that our employees are in the right position, getting the right tools and training to do their job and address any concerns that they bring to our attention.

Safety Marking, Inc. is committed to providing a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits any unlawful discriminatory practices. Through our continued communications, training and Open Door Policy that we have with our employees, we are confident that our employees feel good about the company that they work for. Unfortunately, anyone can accuse you of something without any witness or proof that it in fact occurred and all you can do is defend yourself. There were many facts that we were not allowed by the judge to be presented to the

jury in our defense case which if allowed may have led to a different outcome. But the process is far from being perfect and the grievous errors of law and rulings by the judge only compounded our fate.

Please feel free to contact me with any questions or if you require any further information pertaining to this matter. I would be happy to speak with you more on this and welcome you to visit our operation so that you have a better understanding of everything. I would be happy to give you a tour of our facility and have you meet our Safety Marking family.

Very truly yours,



Mark Kelly  
President



## Department of Transportation

**ANDREW M. CUOMO**  
Governor

**PAUL A. KARAS**  
Acting Commissioner

**JANICE A. McLACHLAN**  
Acting Chief Counsel

BY EMAIL and US MAIL

Mark Kelly, President  
Safety Marking, Inc.  
255 Hancock Avenue  
Bridgeport, Connecticut 06605

August 22, 2018

Dear Mr. Kelly,

Safety Marking, Inc. ("Safety Marking") is a potential subcontractor on several New York State Department of Transportation (the "Department") contracts, including D263661, D263682, D263687, D263711, D263724, D263735, and D263744. The Department has a statutory responsibility to award contracts and subcontracts to responsible entities as will best promote the public interest.

In May 2016, Safety Marking met with the Department's Contract Review Unit (CRU) to discuss Safety Marking's status as a responsible contractor following a jury verdict awarding damages to two Safety Marking employees who alleged that Safety Marking created, tolerated, and ignored a racially hostile work environment. The Department was also concerned about the accuracy of the New York State Vendor Responsibility Questionnaire For-Profit Construction form (CCA-2) submitted by Safety Marking in January 2016. Safety Marking was deemed a responsible contractor provided that it submit a corrected CCA-2, and that Safety Marking fulfill Section 105-02 of the Department's Standard Specifications, which requires contractors to designate supervisory staff. Safety Marking complied with these requirements, and that determination was spread to cover numerous subcontracts.

Recently, the CRU learned that The FenceMan, Inc. ("FenceMan"), a company owned by your daughter Samantha Kelly, had its Disadvantaged Business Enterprise ("DBE") certification removed. Among the reasons cited for the removal of certification was: (1) a sharing of resources and employees between Safety Marking and FenceMan; (2) Safety Marking performing work assigned to FenceMan; and (3) FenceMan invoicing for work done by Safety Marking. By letter of August 3, 2018, you were asked to meet with the CRU to address these issues.

Prior to meeting with the CRU, Safety Marking, through an August 16, 2018 letter (the "Response") from attorney Joshua A. Hawks-Ladds, submitted materials for consideration. Stated broadly, the Response notes that "even though [FenceMan] is owned by Mark Kelly's estranged daughter, Samantha, there

never was an 'affiliation' between the two companies and, as relevant to this current inquiry, a complete fracture has occurred between the two companies (and, unfortunately, between Mr. Kelly and his daughter)." The Response adds that "Mark Kelly is estranged from his daughter and has not seen her since December 2017. They barely communicate with each other and their business associations were always limited as described herein and are currently nonexistent."

Additionally, the Response notes that since Samantha Kelly's 2013 acquisition of FenceMan, neither Mr. Kelly nor Safety Marking have had anything to do with FenceMan other than occasionally leasing specialized equipment and personnel to run the equipment, and selling material to FenceMan at fair market value. The Response states that "[t]he leasing of specialized equipment and providing personnel to run the machines is commonplace in the line striping industry because the equipment costs hundreds of thousands of dollars and only certain companies (like Safety Marking) have the wherewithal to buy this equipment and employ the qualified personnel to run it." The Response further states that it has leased equipment and personnel to at least six other line-striping companies.

Safety Marking continued leasing various equipment to FenceMan through 2017. However, in 2018, Safety Marking has not leased any trucks to FenceMan. FenceMan no longer rents property from an LLC affiliated with you. The Response also notes that Safety Marking and FenceMan do not share personnel. "However, the line striping industry is small and personnel often move between companies." Some personnel are hired out of union halls. Others quit Safety Marking, worked for FenceMan, and came back to Safety Marking.

The Response adds that in 2014, over Mr. Kelly's protests, MTA required Safety Marking to subcontract with FenceMan for five years to meet WBE goals. "Safety Marking has contracted with many other DBE/WBE striping companies on numerous occasions and if Mr. Kelly wanted to favor his daughter's company (or enrich his own company) he could have subcontracted out the work to [FenceMan] instead of these other DBE/WBE companies." Lastly, "Safety Marking does not intend to do business with [FenceMan] any longer," unless required to do so.

At the August 21, 2018 meeting with the CRU, the above points made in the Response were further explained. In addition, you, along with Mr. Hawks-Ladds, explained the expense of running epoxy striping equipment due to cost of acquisition, maintenance, and training of personnel.



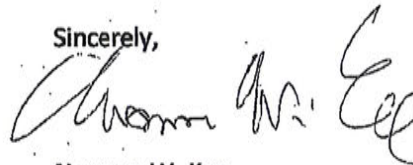
**Determination and Conditions**

The Department has considered Safety Marking's submitted materials, as well as the presentation and responses from the CRU Meeting. The Department finds that Safety Marking is deemed to be a responsible entity eligible for award of the above referenced subcontracts, subject to compliance with the following conditions:

- (1) If FenceMan is again designated as a DBE or MWBE entity, any business conducted between Safety Marking and FenceMan must be reviewed by an independent monitor, to be hired by Safety Marking and approved by the Department. The independent monitor will report its findings directly to the Department.
- (2) If any entity owned or operated, in whole or part, by Samantha Kelly or any other relative of yours is designated as a DBE or MWBE entity, any business conducted between Safety Marking and that entity must be reviewed by an independent monitor, to be hired by Safety Marking and approved by the Department. The independent monitor will report its findings directly to the Department.
- (3) Safety Marking has an affirmative obligation to inform the Department if it learns that Samantha Kelly or any other relative of yours owns or operates, in whole or part, any entity designated as a DBE or MWBE entity.

Safety Marking understands and agrees that in the event of any future responsibility issue, the Department retains all rights that it would have under the terms of its contracts with Safety Marking.

Sincerely,



Norman W. Kee,  
Assistant Counsel

Agreed and Accepted:

Safety Marking, Inc.

By:   
Mark Kelly, President

cc: Joshua Hawks-Ladds, Esq.

## **BUSINESS HISTORY FORM**

**13)**

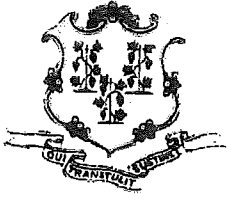
The company was involved in a lawsuit filed by two former employees under 42 U.S.C. Sec. 1981, relating to the conduct of five Safety Marking employees that occurred sometime between 2008-2012. In March 2016, a verdict was rendered in favor of the two former employees. The jury held Safety Marking, Inc. liable for the conduct of five of the employees. However, after the verdict, the parties settled the matter confidentially. Due to this litigation, in the Spring of 2016, both CTDOT and NYDOT conducted an in-depth Contract Compliance Review of Safety Marking, Inc. and both concluded that Safety Marking, Inc. was a responsible bidder.

In July 2016, the NYC Parks & Recreation Dept. performed two audits and alleged that a Painter-Striper should have been classified as a Painter-Lineperson. SMC disputed these findings. In order to resolve the disputes, SMC paid the underpayments to resolve the apparent violations. SMC did not admit that any violations occurred, but nonetheless discloses the matter.

In 2018, the New York State Department of Transportation investigated Safety Marking's qualifications as a responsible contractor/bidder arising out of an allegation raised that Safety Marking was somehow affiliated with another company. After a hearing was held in August 2018 before the New York State Department of Transportation, Safety Marking was determined to be a responsible contractor/bidder under New York regulations.

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. has complied with the investigative demand and disclosed all documents in accordance thereto.

In January 2020 an employee who was terminated for aggressive and bullying conduct filed a Charge with the NLRB alleging that his bullying 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.



**STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION**

**2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546**

**Phone: 860-594-3128**



June 16, 2016

Mark Kelly, President  
Safety Marking, Inc.  
460 Bostwick Avenue  
Bridgeport, Connecticut 06605

Re: Contractor's Prequalification  
Statement (CON-16)

Dear Mr. Kelly;

This is to notify you that your Firm's subject statement has been found to be satisfactory by this Department.

It will expire June 30, 2019

Your Maximum Capacity Rating is \$40,000,000.00

Your Construction Group Classifications are:

Group No. 16 Pavement Markings

A Proposal Request (Part "C") can be obtained via this link:  
<http://www.ct.gov/dot/lib/dot/documents/dcontractdev/partc.xls>

No bidders that have mutual financial interests, or common ownership, directors, officers or principal shareholders (*i.e.*, shareholders holding at least five percent [5%] of either the common or the preferred shares of the company's stock) may bid for the same Department contract. Such proscribed bidders shall include, but not be limited to, affiliates and subsidiaries of each other. If any non-bidding party has an ownership interest in more than one bidder that is bidding for a given contract, either directly or through the former's ownership interests in another company, no matter how high up or far removed in a vertical or horizontal chain of ownership that party might be from the bidders, the bids of those bidders shall not be accepted.

In addition, with respect to any given Department contract that is advertised for bidding, no bidder owned by, or in the chain of ownership of, a company which provides surety bonds may bid against a bidder for whom a bond has been or will be provided by that company for the given contract bidding. All bids proscribed by the terms of this paragraph will be rejected by the Commissioner.



## Department of Transportation

ANDREW M. CUOMO  
Governor

PAUL A. KARAS  
Acting Commissioner

JANICE A. McLACHLAN  
Acting Chief Counsel

BY EMAIL and US MAIL

Mark Kelly, President  
Safety Marking, Inc.  
255 Hancock Avenue  
Bridgeport, Connecticut 06605

August 22, 2018

Dear Mr. Kelly,

Safety Marking, Inc. ("Safety Marking") is a potential subcontractor on several New York State Department of Transportation (the "Department") contracts, including D263661, D263682, D263687, D263711, D263724, D263735, and D263744. The Department has a statutory responsibility to award contracts and subcontracts to responsible entities as will best promote the public interest.

In May 2016, Safety Marking met with the Department's Contract Review Unit (CRU) to discuss Safety Marking's status as a responsible contractor following a jury verdict awarding damages to two Safety Marking employees who alleged that Safety Marking created, tolerated, and ignored a racially hostile work environment. The Department was also concerned about the accuracy of the New York State Vendor Responsibility Questionnaire For-Profit Construction form (CCA-2) submitted by Safety Marking in January 2016. Safety Marking was deemed a responsible contractor provided that it submit a corrected CCA-2, and that Safety Marking fulfill Section 105-02 of the Department's Standard Specifications, which requires contractors to designate supervisory staff. Safety Marking complied with these requirements, and that determination was spread to cover numerous subcontracts.

Recently, the CRU learned that The FenceMan, Inc. ("FenceMan"), a company owned by your daughter Samantha Kelly, had its Disadvantaged Business Enterprise ("DBE") certification removed. Among the reasons cited for the removal of certification was: (1) a sharing of resources and employees between Safety Marking and FenceMan; (2) Safety Marking performing work assigned to FenceMan; and (3) FenceMan invoicing for work done by Safety Marking. By letter of August 3, 2018, you were asked to meet with the CRU to address these issues.

Prior to meeting with the CRU, Safety Marking, through an August 16, 2018 letter (the "Response") from attorney Joshua A. Hawks-Ladds, submitted materials for consideration. Stated broadly, the Response notes that "even though [FenceMan] is owned by Mark Kelly's estranged daughter, Samantha, there

never was an 'affiliation' between the two companies and, as relevant to this current inquiry, a complete fracture has occurred between the two companies (and, unfortunately, between Mr. Kelly and his daughter)." The Response adds that "Mark Kelly is estranged from his daughter and has not seen her since December 2017. They barely communicate with each other and their business associations were always limited as described herein and are currently nonexistent."

Additionally, the Response notes that since Samantha Kelly's 2013 acquisition of FenceMan, neither Mr. Kelly nor Safety Marking have had anything to do with FenceMan other than occasionally leasing specialized equipment and personnel to run the equipment, and selling material to FenceMan at fair market value. The Response states that "[t]he leasing of specialized equipment and providing personnel to run the machines is commonplace in the line striping industry because the equipment costs hundreds of thousands of dollars and only certain companies (like Safety Marking) have the wherewithal to buy this equipment and employ the qualified personnel to run it." The Response further states that it has leased equipment and personnel to at least six other line-striping companies.

Safety Marking continued leasing various equipment to FenceMan through 2017. However, in 2018, Safety Marking has not leased any trucks to FenceMan. FenceMan no longer rents property from an LLC affiliated with you. The Response also notes that Safety Marking and FenceMan do not share personnel. "However, the line striping industry is small and personnel often move between companies." Some personnel are hired out of union halls. Others quit Safety Marking, worked for FenceMan, and came back to Safety Marking.

The Response adds that in 2014, over Mr. Kelly's protests, MTA required Safety Marking to subcontract with FenceMan for five years to meet WBE goals. "Safety Marking has contracted with many other DBE/WBE striping companies on numerous occasions and if Mr. Kelly wanted to favor his daughter's company (or enrich his own company) he could have subcontracted out the work to [FenceMan] instead of these other DBE/WBE companies." Lastly, "Safety Marking does not intend to do business with [FenceMan] any longer," unless required to do so.

At the August 21, 2018 meeting with the CRU, the above points made in the Response were further explained. In addition, you, along with Mr. Hawks-Ladds, explained the expense of running epoxy striping equipment due to cost of acquisition, maintenance, and training of personnel.

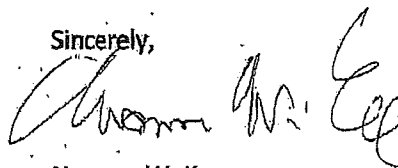
### Determination and Conditions

The Department has considered Safety Marking's submitted materials, as well as the presentation and responses from the CRU Meeting. The Department finds that Safety Marking is deemed to be a responsible entity eligible for award of the above referenced subcontracts, subject to compliance with the following conditions:

- (1) If FenceMan is again designated as a DBE or MWBE entity, any business conducted between Safety Marking and FenceMan must be reviewed by an independent monitor, to be hired by Safety Marking and approved by the Department. The independent monitor will report its findings directly to the Department.
- (2) If any entity owned or operated, in whole or part, by Samantha Kelly or any other relative of yours is designated as a DBE or MWBE entity, any business conducted between Safety Marking and that entity must be reviewed by an independent monitor, to be hired by Safety Marking and approved by the Department. The independent monitor will report its findings directly to the Department.
- (3) Safety Marking has an affirmative obligation to inform the Department if it learns that Samantha Kelly or any other relative of yours owns or operates, in whole or part, any entity designated as a DBE or MWBE entity.

Safety Marking understands and agrees that in the event of any future responsibility issue, the Department retains all rights that it would have under the terms of its contracts with Safety Marking.

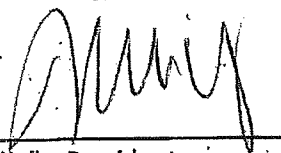
Sincerely,



Norman W. Kee,  
Assistant Counsel

Agreed and Accepted:

Safety Marking, Inc.



By:  
Mark Kelly, President

cc: Joshua Hawks-Ladds, Esq.





## Department of Transportation

ANDREW M. CUOMO  
Governor

MATTHEW J. DRISCOLL  
Commissioner

Cathy Calhoun  
Chief of Staff

BY EMAIL and US MAIL

June 6, 2016

Mark Kelly, President  
Safety Marking, Inc.  
255 Hancock Avenue  
Bridgeport, Connecticut 06605

Dear Mr. Kelly,

Safety Marking, Inc. ("Safety Marking") is the putative low bidder on New York State Department of Transportation (the "Department") Contract D263122, a 2016 Durable Pavement Marking Contract. The Department has a statutory responsibility to award contracts to the lowest responsible bidder as will best promote the public interest.

By letter of May 4, 2016, Safety Marking was called in to meet with the Department's Contract Review Unit (CRU) to discuss Safety Marking's status as a responsible contractor following a federal jury verdict awarding punitive and compensatory damages to two Safety Marking employees who sued Safety Marking and a number of the company's employees in the United States District Court for the District of Connecticut. In the lawsuit, Plaintiffs alleged that Safety Marking and the individual defendants created, tolerated, and ignored a racially hostile work environment. The Department was also concerned about the accuracy of the New York State Vendor Responsibility Questionnaire For-Profit Construction form (CCA-2) submitted by Safety Marking in January 2016, which does not disclose this lawsuit.

The Department asked Safety Marking to set forth its position on these issues, and to submit materials for consideration by a CRU panel prior to a May 18, 2016 CRU Meeting. Safety Marking's submissions included a May 12, 2016 letter from Safety Marking's attorney Joshua Hawks-Ladds, which, broadly speaking, stated that the trial suffered from erroneous decisions made by the judge and that the verdict was improper and would be overturned after post-verdict briefing or on appeal. The May 12 letter also noted that you, as President of Safety Marking, were exonerated. Additionally, the letter explained that after the verdict, Connecticut Department of Transportation officials reviewed Safety Marking's status, and deemed Safety Marking a responsible bidder eligible for award of state contracts.

The May 12 letter also asserted that you did not think the CCA-2 solicited information about the lawsuit. Furthermore, both the letter and attached affidavits state that Jack Matis, Safety Marking's Controller, filled out the CCA-2 and that he was unaware of the lawsuit. Additionally, the letter says that the lawsuit was disclosed to other governmental entities. Accompanying the May 12 letter were submissions including relevant Safety Marking's policies and procedures, training materials, an organization chart, a summary of employment data, submissions to The City of New York Department of Small Business Services disclosing the lawsuit, Plaintiffs' evaluations of fellow employees and Safety Marking, an overview of Safety Marking, and minutes from a post-verdict, company-wide meeting.

#### The CRU Meeting

You, Kelly Lavoie, Safety Marking's Human Resources Manager, and Mr. Hawks-Ladds attended the May 18, 2016 CRU Meeting. After introductions and an overview of the CRU meeting process, I summarized the Department's concerns regarding the lawsuit and the CCA-2 reporting. Mr. Hawks-Ladds discussed the lawsuit, and then you discussed the both the lawsuit and Safety Marking more generally. Ms. Lavoie gave some background on the process Safety Marking undertook to improve company policies regarding discrimination and harassment. Also discussed was the March 29, 2016 company-wide meeting held shortly after the verdict in the lawsuit, at which you addressed all Safety Marking employees and discussed the company's Anti-Harassment/Anti-Discrimination Policy and Complaint Procedures. The CRU panel and Safety Marking representatives engaged in a discussion of these issues. After the May 18 meeting, in response to a question from the Department, Mr. Hawks-Ladds confirmed that the Safety Marking Employee Handbook, 2015 version, copies of which were distributed at the CRU meeting, contained the Anti-Harassment/Anti-Discrimination Policy and Complaint Procedures referred to in the minutes of the March 29, 2016 company meeting.

#### Determination and Conditions

The Department has considered Safety Marking's submitted materials, presentation and responses at the CRU Meeting, and follow-up communications. The Department finds that Safety Marking is deemed to be the lowest responsible bidder on Contract D263122, subject to compliance with certain conditions. These conditions are as follows:

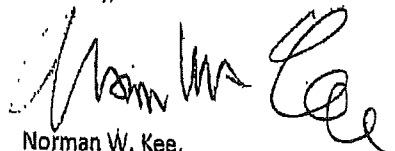
- (1) Safety Marking must revise and resubmit a CCA-2 setting forth the lawsuit and details of the jury verdict. The revised CCA-2 should be submitted no later than June 17, 2016.

(2) Safety Marking must insure that it fulfills Section 105-02 of the Department's Standard Specifications, which addresses the Character of Workers. Section 105-02 requires that work be done under the supervision of a reliable Superintendent, and that orders given by the Engineer will be followed by a foreperson in charge of work at issue. Safety Marking must designate supervisory staff whenever it works on a Department project, and must make that designation known to Department personnel.

The CRU finds that Safety Marking is a responsible contractor and may be awarded Contract D263122, subject to Safety Marking's compliance with the conditions set forth above and all other requirements of the Contract. The Contract award is made in express reliance on Safety Marking's promises and assertions, and its commitment to prevent discrimination and harassment at all times and in all respects. If Safety Marking performs according to its promises and assertions and fulfills the conditions set forth above, then it will continue to be the lowest responsible bidder as will best promote the public interest on Contract D263122, and will remain eligible for award on future Department contracts. Upon award of D263122, Safety Marking agrees to proceed with due diligence to commence work on the same.

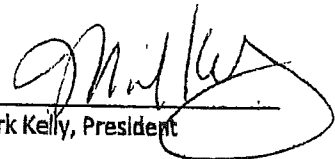
Safety Marking understands and agrees that in the event of any future responsibility issue, the Department retains any and all rights that it would have under the terms of its contracts with Safety Marking.

Sincerely,

  
Norman W. Kee,  
Assistant Counsel

Agreed and Accepted:

Safety Marking, Inc.

By:   
Mark Kelly, President

cc: Joshua Hawks-Ladds, Esq.

## BUSINESS HISTORY FORM

13)

Over three years ago, the Company was involved in a lawsuit filed by two former employees under 42 U.S.C. Sec. 1981, relating to the conduct of five Safety Marking employees that occurred sometime between 2008-2012. In March 2016, a verdict was rendered in favor of the two former employees. The jury held Safety Marking, Inc. liable for the conduct of five of the employees. However, after the verdict, the parties settled the matter confidentially. Due to this litigation, in Spring 2016, both CTDOT and NYDOT conducted an in depth Contract Compliance Review of Safety Marking, Inc. and both concluded that Safety Marking, Inc. was a responsible bidder.

In 2018, the New York State Department of Transportation investigated Safety Marking's qualifications as a responsible contractor/bidder arising out of an allegation raised that Safety Marking was somehow affiliated with another company. After a hearing was held in August 2018 before the New York State Department of Transportation, Safety Marking was determined to be a responsible contractor/bidder under New York regulations.

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 requires the company to provide documentation to the government relating to The Fence Man, Inc., an unaffiliated company. The company is complying with the investigative demand and disclosing documents in accordance thereto.

## **BUSINESS HISTORY FORM**

**13)**

Over four years ago, the Company was involved in a lawsuit filed by two former employees under 42 U.S.C. Sec. 1981, relating to the conduct of five Safety Marking employees that occurred sometime between 2008-2012. In March 2016, a verdict was rendered in favor of the two former employees. The jury held Safety Marking, Inc. liable for the conduct of five of the employees. However, after the verdict, the parties settled the matter confidentially. Due to this litigation, in Spring 2016, both CTDOT and NYDOT conducted an in depth Contract Compliance Review of Safety Marking, Inc. and both concluded that Safety Marking, Inc. was a responsible bidder.

In 2018, the New York State Department of Transportation investigated Safety Marking's qualifications as a responsible contractor/bidder arising out of an allegation raised that Safety Marking was somehow affiliated with another company. After a hearing was held in August 2018 before the New York State Department of Transportation, Safety Marking was determined to be a responsible contractor/bidder under New York regulations.

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In January 2020 an employee who was terminated for aggressive and bullying conduct filed a Charge with the NLRB alleging that his bullying 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.



*Established 1973*

*An Equal Opportunity Employer M/F*

**"OUR REPUTATION IS BUILT ONE LINE AT A TIME."**

Letter from the President regarding SMC's involvement in a litigation

Safety Marking, Inc. feels that it is important to be forth coming that it was indeed the subject of litigation for several years involving two former employees. These two employees alleged that they were victims of discrimination for incidents relating to the conduct of five Safety Marking, Inc. employees that occurred sometime between 2008-2012. The company fought the unsubstantiated litigation through trial and then through post-trial motions, but due to what it believes were grievous errors of law and clearly erroneous rulings by the judge, in March 2016, a verdict was rendered in favor of the two former employees. The jury held Safety Marking, Inc. liable for the conduct of five of the employees. However, after the verdict, the parties settled the matter confidentially. Following the verdict, both CT DOT and NY DOT did their due diligence and investigated Safety Marking and its practices and both concluded that there were no findings of non-responsibility. Both confirmed Safety Marking's status as a responsible contractor and Safety Marking was awarded the contracts.

Safety Marking believes strongly in its EEO policies and employs approximately 50% minorities. Safety Marking and its management do not tolerate harassment or discrimination of any kind and communicate our Company's policies and Complaint Procedures with each and every employee. Our Company's Employee Handbook was updated in 2015 and revised in 2017 and includes all policies and procedures. It has been distributed and reviewed with every employee by our Human Resources Manager who was hired in January 2015. All of our employees, supervisors and managers attend mandatory annual training that is conducted each year by our Human Resources Manager which covers Harassment training and our Company's EEO Policy. And our EEO Policy is posted on our bulletin boards at each of our locations as well as in our Compliance Books that we have on our work sites.

Our company prides itself on our Company's 360 Review processes which we have been doing since 1997. This process gives each employee the opportunity to evaluate every employee, supervisor and manager that he/she works with in the company and has the opportunity to confidentially review the person's ability, attitude and how the person helped, taught or provided the tools to help the employee do their job. In the past, I conducted these reviews with every employee. Last year, we enhanced the process and now each employee meets with three other members of our management team in addition to me in their review process. Each employee sits down with the Safety Director, the Operations Manager, the Human Resources Manager and then I. During these meetings the employee is able to discuss the pertinent aspects of their job, bring up any ideas or suggestions they may have on making things better or any problems or concerns that they may have as well. We spend over three months each year on the employee review process and take it very seriously to ensure that our employees are in



the right position, getting the right tools and training to do their job and address any concerns that they bring to our attention.

Safety Marking, Inc. is committed to providing a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits any unlawful discriminatory practices. Through our continued communications, training and Open Door Policy that we have with our employees, we are confident that our employees feel good about the company that they work for. Unfortunately, anyone can accuse you of something without any witness or proof that it in fact occurred and all you can do is defend yourself. There were many facts that we were not allowed by the judge to be presented to the jury in our defense case which if allowed may have led to a different outcome. But the process is far from being perfect and the grievous errors of law and rulings by the judge only compounded our fate.

Please feel free to contact me with any questions or if you require any further information pertaining to this matter. You can also reach out to our Human Resources Manager, Kelly Lavoie, who would be happy to answer any questions or provide you with any other information you may need. She can be reached at 203-814-3416. We welcome you to visit our operation as well if you wish so that you have a better understanding of what we do. I would be happy to give you a tour of our facility and have you meet our Safety Marking family.

*Mark Kelly*  
Mark Kelly  
President



Established 1973  
An Affirmative Action-Equal Opportunity Employer  
Providing Equal Opportunities for Minorities, Females,  
Veterans & Individuals with Disabilities

"OUR REPUTATION IS BUILT ONE LINE AT A TIME."

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Re: Letter from the President regarding SMC's involvement in a litigation

To Whom It May Concern:

Safety Marking, Inc. feels that it is important to be forth coming that it was indeed the subject of litigation for several years involving two former employees. These two employees alleged that they were victims of discrimination for incidents relating to the conduct of five Safety Marking, Inc. employees that occurred sometime between 2008-2012. The company fought the unsubstantiated litigation through trial and then through post-trial motions, but due to what it believes were grievous errors of law and clearly erroneous rulings by the judge, in March 2016, a verdict was rendered in favor of the two former employees. The jury held Safety Marking, Inc. liable for the conduct of five of the employees. However, after the verdict, the parties settled the matter confidentially. Following the verdict, both CT DOT and NY DOT did their due diligence and investigated Safety Marking and its practices and both concluded that there were no findings of non-responsibility. Both confirmed Safety Marking's status as a responsible contractor and Safety Marking was awarded the contracts.

Safety Marking believes strongly in its EEO policies and employs approximately 50% minorities. Safety Marking and its management do not tolerate harassment or discrimination of any kind. Since the lawsuit, Safety Marking has taken many steps to enhance our operation to ensure the highest level of professionalism and compliance.

One of the first of many steps that the company took was to hire an experienced, seasoned Human Resources Manager in January 2015. The Human Resources role in a company is to evaluate all procedures and processes to ensure that the company and its practices follow all state and federal laws and requirements. A complete audit was done and some of the changes that were immediately implemented included revising the Employee Handbook which was distributed to every employee in the company and all policies and procedures were reviewed with all employees in mandatory meetings. We enhanced the existing New Employee Orientation program and changed it from a one-day session to a 4-day program. The first day starts with the Human Resources Manager covering a number of things including all company policies and procedures, a review of the Employee Handbook, as well as a thorough explanation and outline of the company's EEO/Affirmative Action and Anti-Harassment Policies which also includes interactive exercises along with follow up discussions. The other three days of the program are led by Safety Marking's Safety Director and three other Managers and cover other topics including Safe Driving and Work Zone Safety, OSHA, PPE and other key training areas applicable to our equipment and our operation. This training is also modified and condensed into a one-day program and done annually as a refresher for all current employees at the beginning of each season at mandatory Return to Work meetings. The purpose of these meetings is to communicate, educate and train all employees in the key areas of our operation. It is imperative for our employees to know that we do not tolerate any form of discrimination, harassment or bullying and will take every action possible to ensure that we are providing a workplace free from that behavior.

Every employee is welcomed and treated with respect here at our company from day one. One of the things that we feel is important in ensuring this, is that everyone addresses each other by the person's name. For this to happen, we added the employees' name to their shirts, vests and jackets so that everyone can address each other by their name immediately, even if they are just meeting the person for the first time.

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Our company prides itself on our Company's 360 Review processes which we have been doing since 1997. This process gives each employee the opportunity to evaluate every employee, supervisor and manager that he/she works with in the company and has the opportunity to confidentially review the person's ability, attitude and how the person helped, taught or provided the tools to help the employee do their job. In the past, I conducted these reviews with every employee. In 2016, we enhanced the process and now each employee meets with three other members of our management team in addition to me in their review process. Each employee sits down with the Safety Director, the Operations Manager, the Human Resources Manager and then me. During these meetings the employee is able to discuss the pertinent aspects of their job, bring up any ideas or suggestions they may have on making things better or any problems or concerns that they may have as well. We spend over three months each year on the employee review process and take it very seriously to ensure that our employees are in the right position, getting the right tools and training to do their job and address any concerns that they bring to our attention.

In January 2018, Safety Marking hired a Manager of Learning and Development. Bringing 25 years' experience to our company, this individual has helped create a Learning-Focused Organization by 1) increasing the frequency of Operations Training, 2) instituting a Professional Development Training Program in tandem with a Competencies Framework for all employees, and 3) building a Learning Management System into the company's website. A newly built 30-seat training facility was added to our Bridgeport, CT headquarters where instructor-led classes are delivered weekly to employees, video training is produced, and employee coaching can take place. Additionally, this role also provides Success Coaching to employees across all three locations.

In summary, Safety Marking, Inc. is committed to providing a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits any unlawful discriminatory practices. Through our continued communications, training and Open Door Policy that we have with our employees, we are confident that our employees feel good about Safety Marking.

Please feel free to contact me with any questions or if you require any further information pertaining to this matter. You can also reach out to our Human Resources Manager, Kelly Lavoie, who would be happy to answer any questions or provide you with any other information you may need. She can be reached at 203-814-3416. We welcome you to visit our operation as well if you wish so that you have a better understanding of what we do. I would be happy to give you a tour of our facility and have you meet our Safety Marking family.



Mark K. Kelly  
President

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

Inspection Number: 1304526  
Inspection Date(s): 03/28/2018 - 03/28/2018  
Issuance Date: 03/28/2018



Citation and Notification of Penalty

Company Name: Safety Marking Inc.  
Inspection Site: Route 84, New Britain, CT 06051

Citation 1 Item 1 - Type of Violation: **Other-than-Serious**

29 CFR 1904.39(a)(2): The employer did not report an in-patient hospitalization, amputation, or loss of an eye as a result of a work-related incident to OSHA within twenty-four (24) hours:

Jobsite located on I-84, New Britain, Connecticut: On, or about, March 28, 2018, the employer had not reported a work-related injury that occurred on September 28, 2017 that resulted in the hospitalization of an employee.

Date By Which Violation Must be Abated:  
Proposed Penalty:

05/14/2018  
\$7068.00

A handwritten signature in black ink, appearing to read "Dale Varney", written over a horizontal line.

Dale Varney  
Area Director

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.



# SMC Safety Marking Inc.

Established 1973

An Equal Opportunity Employer M/F

"OUR REPUTATION IS BUILT ONE LINE AT A TIME."

Occupational Safety and Health Administration

May 30, 2018

William Cotter Federal Building

135 High Street, Suite 361

Hartford, CT 06103

RE: OSHA Inspection No. 1304526

Mr. Dale Varney

OSHA, Hartford, CT,

Please accept this letter of abatement for OSHA Inspection No. 1304526.

Citation 1, Item 1, Violation: Other-than-Serious. Jobsite located on I-84, New Britain, CT: Safety Marking Inc. failed to report a work related injury that occurred on September 28, 2017 that resulted in hospitalization of an employee. Corrected on March 28, 2017 by answering to OSHA Citation and putting into place Reporting and Recordkeeping protocols to report within 24 hours any in-patient hospitalizations, amputations, or loss of eye.

All Safety Marking Inc. management has been informed of this new protocol, so that any injuries that meet the new OSHA Reporting requirements are reported to the Safety Department and reported within 24 hours.

I, Patrick Clyne, Safety Director of Safety Marking Inc. confirm that this information submitted is accurate and Safety Marking Inc. will report all injuries as required by the new OSHA Reporting requirements.

Thank you,



Patrick Clyne

Safety Director

Safety Marking Inc.

255 Hancock Ave

Bridgeport, CT 06605

255 Hancock Avenue, Bridgeport, Connecticut 06605 Phone: 203-333-6870 FAX: 203-333-9099  
59 Stilson Road, Richmond, Rhode Island 02898 Phone: 401-539-1016 FAX: 401-539-3153  
84 Sylvester Street, Westbury, NY 11590 Phone: 516-333-0489 FAX: 516-334-0813  
[www.safetymarking.net](http://www.safetymarking.net)

U.S. DEPARTMENT OF LABOR  
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

In the Matter of: **Safety Marking, Inc.**  
OSHA Inspection Number: **1304526**

INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA), in settlement of the above citation and penalties, which were issued on **03/28/2018** hereby, agree as follows:

1. The Employer agrees to correct the violations as cited in the above citations or as amended below.
2. The Employer agrees to pay the proposed penalties, if any, as issued with the above citation(s), or, if amended by this agreement, as amended below.
3. The Employer and OSHA agree that the following citations and penalties, if any, are not being amended:

N/A

4. OSHA agrees that the following citations and penalties are being amended as shown below:

**Citation 1 Item 1 penalty is reduced by 50%**

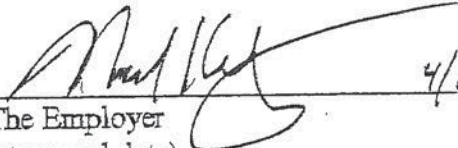
5. The employer, by signing this informal settlement agreement, hereby waives its right to contest.
6. The employer agrees to immediately post a copy of this Settlement Agreement in a prominent place at or near the location of the violation(s) referred to in paragraph 4 above. This Settlement Agreement must remain posted until the violations cited have been corrected, or for 3 working days (excluding weekends and Federal Holidays), whichever is longer.
7. The employer agrees to continue to comply with the applicable provisions of the Occupational Safety and Health Act of 1970, and the applicable safety and health standards promulgated pursuant to the Act.



8. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.
9. If the modified penalty, \$3,534.00 is not paid by May 1, 2018, the penalty will revert to the original amount of \$7,068.00 plus administrative cost.

---

For Occupational Safety  
And Health Administration  
Dale Varney  
(Signature and date)

  
For The Employer  
(Signature and date)

4/10/18

-----Original Message-----

From: [notification@pay.gov](mailto:notification@pay.gov) <[notification@pay.gov](mailto:notification@pay.gov)>

Sent: Wednesday, April 18, 2018 6:05 PM

To: PJ Clyne <[PClyne@safetymarking.net](mailto:PClyne@safetymarking.net)>

Subject: Pay.gov Payment Confirmation: OSHA Penalty Collection

Your payment has been submitted to Pay.gov and the details are below. To confirm that the payment processed as expected, you may refer to your bank statement on the scheduled payment date. If you have any questions or wish to cancel this payment, you will need to contact the agency you paid at your earliest convenience.

Application Name: OSHA Penalty Collection

Pay.gov Tracking ID: 2694PTT7

Agency Tracking ID: 75469043469

Account Holder Name: Safety Marking, Inc.

Transaction Type: ACH Debit

Transaction Amount: \$3,534.00

Payment Date: 04/19/2018

Account Type: Business Checking

Routing Number: 011900445

Account Number: \*\*\*\*\*1323

Transaction Date: 04/18/2018 06:04:50 PM EDT

Total Payments Scheduled: 1

Frequency: OneTime

Company Name: Safety Marking, Inc.

Company Address: 255 Hancock Ave, BRIDGEPORT, CT 06605

Doing Business As:

Contact Name: Mark Kelly

Contact Phone Number: (203) 333-6870

Contact Email Address: [jmatis@safetymarking.net](mailto:jmatis@safetymarking.net)

Inspection 1: Number: 1304526 -- Amount: \$3,534.00

Inspection 2:

Inspection 3:

Inspection 4:

Transaction ID:

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.

14e

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

Inspection Number: 1304526  
Inspection Date(s): 03/28/2018 - 03/28/2018  
Issuance Date: 03/28/2018



**Citation and Notification of Penalty**

**Company Name:** Safety Marking Inc.  
**Inspection Site:** Route 84, New Britain, CT 06051

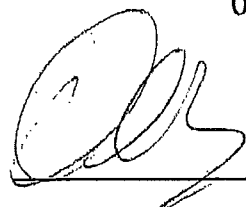
**Citation 1 Item 1** - Type of Violation: **Other-than-Serious**

29 CFR 1904.39(a)(2): The employer did not report an in-patient hospitalization, amputation, or loss of an eye as a result of a work-related incident to OSHA within twenty-four (24) hours:

Jobsite located on I-84, New Britain, Connecticut: On, or about, March 28, 2018, the employer had not reported a work-related injury that occurred on September 28, 2017 that resulted in the hospitalization of an employee.

Date By Which Violation Must be Abated:  
Proposed Penalty:

05/14/2018  
\$7068.00

  
Dale Varney  
Area Director

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

# SMC Safety Marking Inc.

*Established 1973*

*An Equal Opportunity Employer M/F*

**"OUR REPUTATION IS BUILT ONE LINE AT A TIME."**

Occupational Safety and Health Administration

May 30, 2018

William Cotter Federal Building

135 High Street, Suite 361

Hartford, CT 06103

RE: OSHA Inspection No. 1304526

Mr. Dale Varney

OSHA, Hartford, CT,

Please accept this letter of abatement for OSHA Inspection No. 1304526.

Citation 1, Item 1, Violation: Other-than-Serious. Jobsite located on I-84, New Britain, CT: Safety Marking Inc. failed to report a work related injury that occurred on September 28, 2017 that resulted in hospitalization of an employee. Corrected on March 28, 2017 by answering to OSHA Citation and putting into place Reporting and Recordkeeping protocols to report within 24 hours any in-patient hospitalizations, amputations, or loss of eye.

All Safety Marking Inc. management has been informed of this new protocol, so that any injuries that meet the new OSHA Reporting requirements are reported to the Safety Department and reported within 24 hours.

I, Patrick Clyne, Safety Director of Safety Marking Inc. confirm that this information submitted is accurate and Safety Marking Inc. will report all injuries as required by the new OSHA Reporting requirements.

Thank you,



Patrick Clyne

Safety Director

Safety Marking Inc.

255 Hancock Ave

Bridgeport, CT 06605

255 Hancock Avenue, Bridgeport, Connecticut 06605 Phone: 203-333-6870 FAX: 203-333-9099

59 Stillson Road, Richmond, Rhode Island 02898 Phone: 401-539-1016 FAX: 401-539-3153

84 Sylvester Street, Westbury, NY 11590 Phone: 516-333-0489 FAX: 516-334-0813

[www.safetymarking.net](http://www.safetymarking.net)

U.S. DEPARTMENT OF LABOR  
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

In the Matter of: **Safety Marking, Inc.**  
OSHA Inspection Number: **1304526**

INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the undersigned Occupational Safety and Health Administration (OSHA), in settlement of the above citation and penalties, which were issued on **03/28/2018** hereby, agree as follows:

1. The Employer agrees to correct the violations as cited in the above citations or as amended below.
2. The Employer agrees to pay the proposed penalties, if any, as issued with the above citation(s), or, if amended by this agreement, as amended below.
3. The Employer and OSHA agree that the following citations and penalties, if any, are not being amended:

N/A

4. OSHA agrees that the following citations and penalties are being amended as shown below:

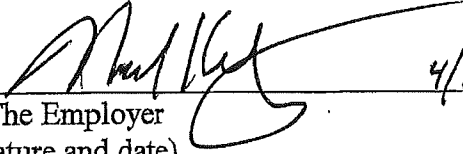
**Citation 1 Item 1 penalty is reduced by 50%**

5. The employer, by signing this informal settlement agreement, hereby waives its right to contest.
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 paragraph 4 above. This Settlement Agreement must remain posted until the violations cited have been corrected, or for 3 working days (excluding weekends and Federal Holidays), whichever is longer.
7. The employer agrees to continue to comply with the applicable provisions of the Occupational Safety and Health Act of 1970, and the applicable safety and health standards promulgated pursuant to the Act.

8. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.
9. If the modified penalty, **\$3,534.00** is not paid by **May 1, 2018**, the penalty will revert to the original amount of **\$7,068.00** plus administrative cost.

---

For Occupational Safety  
And Health Administration  
Dale Varney  
(Signature and date)

  
For The Employer  
(Signature and date)

4/10/18



The Office of  
**Secretary of the State Denise W. Merrill**

## Business Inquiry

### Business Details

Business Name: SAFETY MARKING, INC.  
Business ID: 0228841  
Business Address: 255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605  
Mailing Address: 255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605  
Date Inc/Registration: Feb 10, 1989  
Annual Report Due Date: 02/07/2019

### Principals Details

Name/Title	Business Address	Residence Address
MARK K. KELLY PRESIDENT, SECRETARY AND TREASURER	255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605	
MARK K. KELLY DIRECTOR	255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605	

### Agent Summary

Agent Name MARK K. KELLY  
Agent Business Address C/O SAFETY MARKING, INC., 255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605  
Agent Residence Address  
Agent Mailing Address NONE





## The Office of Secretary of the State Denise W. Merrill

### Business Inquiry

#### Business Details

Business Name: SAFETY MARKING, INC.

Business ID: 0228841

Business Address: 255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605

Mailing Address: 255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605

Date Inc/Registration: Feb 10, 1989

Annual Report Due Date: 02/07/2019

#### Principals Details

##### Name/Title

MARK K. KELLY PRESIDENT, SECRETARY AND TREASURER

MARK K. KELLY DIRECTOR

##### Business Address

255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605

255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605

##### Residence Address

[REDACTED]

[REDACTED]

#### Agent Summary

Agent Name MARK K. KELLY

Agent Business Address C/O SAFETY MARKING, INC., 255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605

Agent Residence Address

[REDACTED]

Agent Mailing Address NONE



## The Office of Secretary of the State Denise W. Merrill

### Business Inquiry

#### Business Details

Business Name: **SAFETY MARKING, INC.**

Business ID: **0228841**

Business Address: **255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605**

Mailing Address: **255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605**

Date Inc/Registration: **Feb 10, 1989**

Annual Report Due Date: **02/07/2019**

#### Principals Details

##### Name/Title

MARK K. KELLY PRESIDENT, SECRETARY AND TREASURER

MARK K. KELLY DIRECTOR

##### Business Address

255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605

255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605

##### Residence Address

[REDACTED]

[REDACTED]

#### Agent Summary

Agent Name: **MARK K. KELLY**

Agent Business Address: **C/O SAFETY MARKING, INC., 255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605**

Agent Residence Address: [REDACTED]

Agent Mailing Address: **NONE**

A. Please see attached history & resumes

- i) Incorporated February 10, 1989
- ii) Mark Kelly, President, Secretary, Treasurer (sole officer) 55 West Rd, Easton, CT 06612 – 100% of Shares;
- iii) See Item ii
- iv) Incorporated in the State of Connecticut
- v) 150 Employees
- vi) Annual Revenue - \$30 Million - \$35 Million
- vii) Awarded the 3 striping projects in 2011-12 for the County of Nassau DPW. Have had the maintenance contract with the PANYNJ for JFK, LGA, EWR, SWF & TEB for over 13 years; Have and have had the striping contract with the NYSDOT – Region 10 for over 20 years; Have and have had multiple striping contracts with CTDOT – Have and have had striping contracts with RIDOT; Have the Prime contract with the MTA TBTA; Have and have had the striping contracts with the NYSTA.

Opened a shop/office in Westbury, NY dedicated to Nassau and Suffolk Counties in 2005

Opened a shop/office in Richmond, RI dedicated to the State of RI in 1999

Acquired a waterblasting truck in 2012 and have added 3 more to our fleet

- viii) Not Applicable/None

B. In business for 46 Years

C. We own our own vehicles – please see attached equipment list  
Safety Marking, Inc. has very little turn over and has high quality, experienced personnel.  
Please see attached resumes



***SAFETY MARKING, INC.***

***255 Hancock Avenue***

***Bridgeport, CT 06605***

***FEIN: 06-1267005***

- 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 \$35,000,000.00. 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.

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 and COO, Mark Kelly
- 1988 - Company launches a full-time highway and roadway marking operation
- 1993 - Company celebrates its 20<sup>th</sup> 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 & 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 contract with Suffolk County, MacArthur Airport Contract, Dutchess County striping contract, 2 striping contracts with Westchester County and a RIDOT striping contract.

Incorporated February 10, 1989 in business for 46 Years with approximately 150 employees  
Mark Kelly, President owns 100% of Shares and is the sole officer of Safety Marking, Inc.



## **MARK KELLY, President**

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### **Contact Information**

Office # - 203.333-6870

Email - [mkelly@safetymarking.net](mailto:mkelly@safetymarking.net)

### ***Safety Marking, Inc.***

255 Hancock Ave.  
Bridgeport, CT 06605

***The #1 Striping Company in the Northeast & in the Top 5 in the Country***

### **Position**

**President & Owner**

### **Experience**

- Founded Safety Marking in 1973 serving Fairfield County
- Launched full time highway and roadway marking operation 1988
- Managed first Prime contract in CT 1993
- Established Headquarters in Bridgeport, CT 1994
- Managed first NYSDOT Prime contract 1995
- Managed first RIDOT Prime contract 1996
- Established Rhode Island Office 1990
- Managed PANY & NJ Airport Prime (JFK, LGA, EWR, TEB & SWF) 2002-Present
- Established Long Island Office 2005
- Managed multiple DOT construction and maintenance projects in CT, RI, NJ, MA, ME, NH & VT ranging in value from \$10,000 to \$8 million
- Working knowledge of all MUTCD, DOT, & FAA specs and regulations.
- 46 Years experience in the line striping industry

### **Memberships**

Advisory Council Member, Donor and Supporter – *The Thomas Merton Center, Bridgeport, CT since 1996*  
Former Board of Trustees – *St Vincent's Foundation Medical Center, Bridgeport, CT*  
Former Board Member – *Wakeman Boys and Girls Club, Bridgeport & Southport, CT from 2006 - 2016. Continuing substantial involvement & commitment*



## **LUCAS PAPAGEORGE, General Manager**

### **Contact Information**

Office # - 203.814-3401

Email – [LPapageorge@safetymarking.net](mailto:LPapageorge@safetymarking.net)

**Safety Marking, Inc.**  
255 Hancock Avenue  
Bridgeport, CT 06605

### **Position**

(203) 333 - 6870  
**General Manager**

### **Experience**

- Employed by Safety Marking since 1991
- Managed various construction and maintenance projects in 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.
- 

### **Additional Training**

- First Aid & CPR certified
- OSHA 10
-





## **David Steffens**

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### **Contact Information**

Office # - 203.814-3402

Email - [dsteffens@safetymarking.net](mailto:dsteffens@safetymarking.net)

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

### **Position**

**Operations Manager**

### **Experience**

- B.S. in Marketing - Plymouth State University
- Employed by Safety Marking since 1994
- Experienced Operations Manager since 1997
- Managed various DOT construction and maintenance projects in CT, NY & RI ranging in value from \$10,000 to \$8,000,000
- Working knowledge of all MUTCD, DOT, & FAA specs and regulations.
- Experienced in new and phase construction
- Experienced in all phases of line striping operations





## **James Cody**

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### **Contact Information**

Office # - 203.814-3423

Email - [jcody@safetymarking.net](mailto:jcody@safetymarking.net)

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

### **Position**

**Long Island Superintendent**

### **Experience**

- Employed by Safety Marking since 1996
- 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
- 32 Years experience in the line striping industry

### **Additional Training**

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



## **CHRIS BONN**

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**Contact  
Information**

[REDACTED]  
Office # - 203.814-3420

Email - cbonn@safetymarking.net

**Safety Marking, Inc.**  
255 Hancock Ave.  
Bridgeport, CT 06605  
(203) 333 - 6870

**RI Office**  
59 Stilson Rd  
Richmond, RI 02898  
(401) 539 - 1016

**Position**

**Rhode Island Manager**

**Experience**

- Employed by Safety Marking since 2015
- 20 Years' Experience in the Construction Industry
- Managed various construction and maintenance projects in RI, CT, VT, NH, MA, and ME, 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
- ATSSA certified Traffic Control Technician
- ATSSA certified Traffic Control Supervisor

**References**

**RIDOT**  
Jim Deleo  
[REDACTED]

**D'Ambra Construction**  
Mike D'ambra, Jr.  
[REDACTED]

**Cardi Construction**  
Robert Knox  
[REDACTED]

**Education**

- University of Rhode Island BS Civil Engineering



## **Abraham Nieves**

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### **Contact Information**

[REDACTED]  
Email - anieves@safetymarking.net

#### ***Safety Marking, Inc.***

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



## **Patrick J. Clyne**

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### **Contact Information**

Office # - 203.814-3410

Email - [pjclyne@safetymarking.net](mailto:pjclyne@safetymarking.net)

***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 \$6,000,000
- 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

Equipment	Description	Year	Make	Model	Vin #	Marker#	
ATTENUATOR CONE RACK							
CT-0051	AT-51	ATTENUATOR/CONE/MSGBRD	2005	ISUZU	FXR	4GTM8F1385F700860	39705-A
CT-0052	AT-52	ATTENUATOR/CONE/FLATBED	2005	ISUZU	FXR	4GTM8F1375F700879	39863-A
CT-0053	AT-53	ATTENUATOR/CONE/MSGBRD	2006	ISUZU	FXR	4GTM8F1336F700265	59674A
CT-0054	AT-54	ATTENUATOR/SIGNBOARD	2000	INTERNATIO	4700	1HTSCAAM21H331594	K61437
CT-0055	AT-55	ATTENUATOR/SIGNBOARD	2000	INTERNATIO	4700	1HTSCAAM9YH315452	K67593
CT-0056	AT-56	ATTENUATOR/TAPE TRUCK	2003	FREIGHTLIN	FL 70	1FVABTAKX3HK38593	47973-A
CT-0057	AT-57	ATTENUATOR/CONE/FLATBED	2010	FORD	F750	3FRXF7FFXAV275369	49360A
CT-0058	AT-58	ATTENUATOR/CONE/RACK BODY	2010	FORD	F-750	3FRXF7FG8AV271152	50431A
CT-0059	AT-59	ATTENUATOR/CONE/RACK BODY	2010	FORD	F-750	3FRXF7FE5AV274217	50430A
CT-0060	AT-60	ATTENUATOR/MESSAGE BOARD	2004	INTERNATIO	4300	1HTMMAAL14H663124	K79890
CT-0061	AT-61	ATTENUATOR/MESSAGE BOARD	2004	INTERNATIO	4300	1HTMMAAL84H663122	102775-RI
CT-0062	AT-62	ATTENUATOR/MESSAGE BOARD	2011	INTERNATIO	4300	1HTJTSKL4BH363813	K95995
CT-0063	AT-63	ATTENUATOR/MESSAGE BOARD	2011	INTERNATIO	4300	1HTJTSKL7BH363806	K95994
CT-0064	AT-64	ATTENUATOR/MESSAGE BOARD	2000	GMC/ISUZU	FTR	1GDM7C1C1YJ515307	32655A
CT-0065	AT-65	ATTENUATOR CONE MESSAGE B	2015	FORD	F-750	3FRXF7FL1FV003113	57103A
CT-0066	AT-66	ATTENUATOR/CONE/MSGBRD	2016	INTERNATIO	4300 SBA 4	1HTMMMN5GH283142	58173A
CT-0067	AT-67	ATTENUATOR/CONE/MSGBRD	2008	FORD	F-750	3FRXF75C88V075270	48963A
BOX TRUCK							
BX-0007	V-7	BOX TRUCK	1999	CHEVROLET	W-4	J8BC4B140X7015136	J-87321
BX-0010	V-10	BOX TRUCK	2006	ISUZU	NQR	JALE5B16967903395	K38457
BX-0011	V-11	BOX TRUCK	2003	ISUZU	NQR	JALE5B14437902164	K71639
BX-0013	V-13	BOX TRUCK	2010	ISUZU	NQR	JALE5W162C7900213	K83845
BX-0014	V-14	BOX TRUCK	2004	ISUZU	FRR	JALF5C13647700946	J22139
BX-0015	AV-15	AIRPORT BOX VAN	2012	FORD	F-750	3FRXF7FE7BV692327	53640A
BX-0016	AV-16	AIRPORT BOX VAN	2015	FORD	F-750	3FRXW7FE7FV720150	57102A
BX-0017	V-17	BOX TRUCK	2012	ISUZU	NPR	JALC4W164C7002206	AB10954
BX-0018	V-18	BOX TRUCK	2012	ISUZU	NPR	JALC4W160C7002199	AB10953
BX-0019	V-19	BOX TRUCK	2012	ISUZU	NPR	JALC4W16XC7002324	AB52549
BX-0020	V-20	BOX TRUCK	2010	ISUZU	NPR	JALE5W162A7900435	AE05890
BX-0021	AV-21	AIRPORT BOX VAN	2017	FORD	F-750	1FDYW7DE8HDB06518	61110A
BX-0022	AV-22	AIRPORT BOX VAN	2017	FORD	F-750	1FDYW7DE6HDB06517	61179A
BX-0023	V-23	BOX TRUCK	2001	GMC	W55042	J8DE5B14917900973	K90616
BX-0024	V-24	BOX VAN	2013	ISUZU	NRR	JALE5W165D7901664	AE31953
BX-0025	V-25	BOX VAN	2014	ISUZU	NRR	JALE5W161E7900657	AE31952
BX-0026	AV-26	BOX TRUCK	2019	ISUZU	NRR	JALE5J161K7004950	AE53685
BROOM							
BR-0004	BCT-4	BROOM/CONE TRUCK	2004	GMC	WT550	J8DF5C13147700451	K-38467
SW-0002	S-2	BROOM BEAR SWEEPER	2000	FREIGHTLIN	FL70	1FV6HJBA6YHG76794	31304-A
CAR							
CR-0015	CAR-15	CODYS TAHOE	2011	CHEVY	TAHOE	1GNSKAE01BR311430	488YYZ
CR-0016	CAR-16	JACKS JEEP	2013	JEEP	GR CHK	1C4RJFCTOEC239437	912UAN
CR-0017	CAR-17	DEKES JEEP	2014	JEEP	GR CHK	1C4RJFBG1EC415173	AL70672
CR-0018	CAR-18	MARKS JEEP	2015	JEEP	GR CHK	1C4RJFCT5FC914443	8AWAE1
CR-0019	CAR-19	LUKES EQUINOX	2017	CHEVY	EQUINOX	2GNLFEEK7H6279763	C102225
DUMP							
DT-0003	D-3	DUMP TRUCK	2005	STERLING	ACTERRA	2FZACGS05AU32815	41892A
DT-0005	D-5	DUMP TRUCK	2008	FREIGHTLIN	M2	1FVHCYBS38HAB0237	57608A

Equipment	Description	Year	Make	Model	Vin #	Marker#
<b>EPOXY</b>						
EP-0013	ED-13 EPOXY DETAIL SPRAY TRUCK	2008	ISUZU	FVR	4GTJ7F1B68F700146	K47988
EP-0014	E-14 EPOXY PAINT TRUCK 700 GAL	2009	PETERBILT	320	3BPZL00XX9F719864	47727A
EP-0015	EB-15 EPOXY PAINT TRUCK BLACK	2002	ISUZU	FTR	4GTK7C1382J700679	J-85500
EP-0016	E-16 EPOXY PAINT TRUCK 700 GAL	2011	PETERBILT	320	3BPZL70X2CF160021	59673A
EP-0017	E-17 EPOXY PAINT TRUCK 450 GAL	2014	PETERBILT	320	3BPZHJ8XXEF247476	55221A
EP-0018	E-18 EPOXY PAINT TRUCK 825 GAL	2015	PETERBILT	320	3BPZLJ0X9FF292579	57850A
EP-0019	E-19 EPOXY PAINT TRUCK 825 GAL	2016	PETERBILT	320	3BPZLJ0X5GF100785	60090A
EP-0020	ED-20 EPOXY DETAIL SPRAY TRUCK	2017	PETERBILT	220	3BPPHM7X8HF591273	58958A
EP-0021	ED-21 EPOXY DETAIL SPRAY TRUCK	2017	PETERBILT	220	3BPPHM7XXHF591274	58959A
EP-0022	ED-22 EPOXY DETAIL SPRAY TRUCK	2016	ISUZU	NRR	JALE5W164G7303148	AB06911
EP-0023	E-23 EPOXY PAINT TRUCK 450 GAL	2018	PETERBILT	520	3BPDHJ8X0JF177796	60960A
EP-0024	E-24 EPOXY PAINT TRUCK 825 GAL	2018	PETERBILT	520	3BPDJXJEX4JF188470	61955A
EP-0025	ED-25 EPOXY DETAIL W/Y SPRAY TR	2018	ISUZU	NRR	JALE5W163J7304380	AE29929
EP-0026	E-26 EPOXY PAINT TRUCK 525 GAL	2019	PETERBILT	520	3BPDJXJ8XXKF102963	63798A
EP-0027	E-27 EPOXY PAINT TRUCK 600 GAL	2020	PETERBILT	520	3BPDJLJ0X3LF107092	65628A
<b>FLATBED</b>						
FL-0059	CT-59 CONE TRUCK	2000	ISUZU	NPR	JALC4B141Y7017437	K13712
FL-0060	CT-60 CONE TRUCK	2000	CHEV	W5500	J8BE5B146Y7901386	K32457
FL-0061	CT-61 CONE TRUCK	2000	ISUZU	NPR	JALB4B14817004119	K38454
FL-0062	CT-62 CONE TRUCK	2001	ISUZU	NPR	JALB4B14927005085	K38456
FL-0063	CT-63 CONE TRUCK	2005	FORD	F-450	1FDXF46P65EA40369	K47843
FL-0064	CT-64 CONE TRUCK	2015	ISUZU	NRR	JALE5W169F7301832	L25300
FL-0065	CT-65 CONE TRUCK	2015	ISUZU	NRR	JALE5W16XF7301998	L22273
FL-0066	CT-66 CONE TRUCK	2001	ISUZU	FRR	JALF5C13017701165	J78839
FL-0067	CT-67 CONE TRUCK	2000	ISUZU	FRR	JALF5C131Y7701475	J71130
FL-0068	CT-68 CONE TRUCK	1998	ISUZU	NQR	JALC4B1K1W7001153	J-87713
FL-0069	CT-69 CONE TRUCK	2003	ISUZU	FRR	JALF5C13637700816	K10847
<b>DETAIL GLUE</b>						
GL-0004	D-4 DETAIL GLUE TRUCK	2004	INTERNATIO	4000	1HTMMAAMX4H680917	K90617
<b>GRINDING</b>						
GR-0008	G-8 GRINDING TRUCK	2006	ISUZU	FXR	4GTP8F1346F700109	41849A
GR-0009	SAW-9 GROOVING TRUCK	2006	ISUZU	FXR	4GTP8F1396F700414	44622A
GR-0010	G-10 GRINDING TRUCK	2009	ISUZU	FVR	4GTK7F1B09F700004	K58329
GR-0011	G-11 GRINDING TRUCK	2008	ISUZU	FTR	4GTK7F1B68F700328	K78639
GR-0012	G-12 GRINDING TRUCK	2009	ISUZU	T7F042	4GTJ7F1B59F700074	K92585
GR-0014	G-14 GRINDING TRUCK	2006	CHEVY	T7F042	1GBJ7F1386F417159	K94655
GR-0015	SAW-15 GROOVING TRUCK	2015	PETERBILT	320	3BPZHJ8XOFF256690	55220A
GR-0016	G-16 GRINDING TRUCK	2017	PETERBILT	220	3BPPHM7X6HF591272	58960A
GR-0017	G-17 GRINDING TRUCK	2018	PETERBILT	220	3BPPHM7X9JF591577	61111A
<b>PICKUP</b>						
PI-0005	P-5 S-10 PICKUP	2002	CHEVROLET	S-10 PICKU	1GCCS145928193532	3CA604
PI-0006	P-6 F350 PICKUP	2002	FORD	F350 PICKU	1FTSF30F92EA92874	2CW534
PI-0007	P-7 PICK-UP	2003	CHEV	SILVERADO	1GCEK19V03E71980	6CX981
PI-0008	P-8 F250 PICKUP	2004	FORD	F250 2WD	1FTNF20P04ED07352	8CX 303
PI-0009	P-9 F250 PICKUP	2005	FORD	F250	1FTSX21515EB82652	19CV50
PI-0010	P-10 PICK-UP	2000	FORD	SWR SUPE	1FTNF21F8YEA03391	19CZ03
PI-0011	P-11 PICK-UP	2006	FORD	F-250	1FTSF20P46ED24127	57152-RI
PI-0012	P-12 PICKUP	2008	CHEVROLET	SILVERADO	2GCEK13C181115184	64CY39
PI-0013	P-13 PICKUP	2008	CHEVROLET	SILVERADO	2GCEK13CX81177764	64CY40
PI-0014	P-14 PICKUP	2000	CHEVROLET	C2500	1GCGC23R7YF451169	K69153
PI-0015	P-15 F-350 PICKUP	2008	FORD	F-350	1FTWF30518ED04104	K58338
PI-0016	P-16 CHEVY SILVERADO 4X4	2009	CHEVROLET	SILVERADO	3GCEK13C49G286939	101781-RI
PI-0017	P-17 1500 SILVERADO	2017	CHEVY	1500 SILVE	3GCUKREC7HG320281	C102224
PI-0018	P-18 1500 SILVERADO	2017	CHEVY	SILVERADO	1GCVKREC0HZ381959	C129521
PI-0019	P-19 1500 SILVERADO	2014	CHEVY	1500 SILVE	1GCVKREC7EZ379525	C147861
PI-0020	P-20 1500 SILVERADO	2018	CHEVY	SILVERADO	3GCUKREC9JG582518	AP71679

Equipment		Description	Year	Make	Model	Vin #		Marker#
PAINT								
PT-0019	PT-19	PAINT TRUCK 120 GAL	2006	ISUZU	FXR	JALE5B16567301366		K-38502
PT-0020	PT-20	AIRPORT PAINT TRUCK	2007	GMC	T850	1GDP8F1B47F421913		45689A
PT-0021	PT-21	PAINT TRUCK 120 GAL.	2008	ISUZU	FVR	4GTK7F1B88F700315		K66551
PT-0022	PT-22	PAINT TRUCK 120 GAL	2009	ISUZU	FVR	4GTK7F1B88F700363		K76669
PT-0023	PT-23	PAINT TRUCK 700 GAL	2010	PETERBUILT	320	3BPZH58X1AF107141		48864A
PT-0024	PT-24	PAINT TRUCK 700 GAL	2010	PETERBUILT	320	3BPZH58X1AF107142		48865A
PT-0026	PT-26	PAINT TRUCK 700 GAL	2014	PETERBILT	320	3BPZHJ8X5EF251998		55626A
PT-0027	PT-27	PAINT TRUCK 240 GAL	2016	PETERBILT	220	3BPPHM7XGF591043		58369A
PT-0028	PT-28	PAINT TRUCK 700 GAL	2017	PETERBILT	320	3BPZHJ8X4HF107749		59113A
PT-0029	PT-29	PAINT TRUCK 60 GAL	2017	ISUZU	NRR	JALE5W168H7301940		AB06943
PT-0030	PT-30	PAINT TRUCK 120 GALLON	2018	ISUZU	FTR	54DK6S163JSG00439		AE05617
PT-0031	PT-31	PAINT TRUCK 700 GAL YELLO	2019	PETERBILT	520	3BPDKJ8X8KF104307		63699A
RACK								
RA-0040	R-40	RACK BODY	1999	ISUZU	NQR	07/ JALE5B145X7902468		J44536
RA-0041	R-41	RACK BODY	1999	ISUZU	NQR	JALE5B145X7902471		J44541
RA-0042	R-42	RACK BODY	1999	ISUZU	NQR	07/9 JALE5B147X7902245		J44537
RA-0043	R-43	RACK BODY	2001	ISUZU	NQR	01/01 JALE5B14027900023		J77376
RA-0044	R-44	RACK BODY	2002	ISUZU	NQR	01/01 JALE5B14727900049		J77375
RA-0046	R-46	RACK BODY	2003	ISUZU	NQR	JALE5B14937901382		H-99231
RA-0047	R-47	RACK BODY	2003	ISUZU	NQR	JALE5J14237901928		J-99015
RA-0048	R-48	RACK BODY	2005	ISUZU	NQR	JALE5B16057901162		J17780
RA-0049	R-49	RACK BODY	2006	ISUZU	NQR	JALE5J16567900598		K31130
RA-0050	R-50	RACK BODY	2007	ISUZU	FVR	4GTM7F1347F700022		60549A
RA-0051	R-51	RACK BODY	2008	ISUZU	NQR	JALE5W16187900341		K-47885
RA-0052	R-52	RACK BODY	2011	ISUZU	NQR	JALE5J168B7901822		K82656
RA-0053	R-53	RACK BODY	2015	ISUZU	NRR	JALE5W163F7301566		L22274
RAMP								
RT-0002	RT-2	RAMP TRUCK	1998	ISUZU	NPR	JALC4BIKIW7002965		J-93069
RT-0003	RT-3	RAMP TRUCK	2004	ISUZU	FRR	JALF5C13547700923		K14691
THERMO								
TH-0002	TP-2	THERMO PAINT TRUCK	2004	STERLING	ACTERRA	2FZACGAK34AM18439		36101A
TH-0004	TP-4	THERMO PAINT TRUCK	2016	INTERNATIO	4300	1HTMMMMN2GH210116		57609A
RACK BODY HYDRO-BLAST								
WT-0004	WB-4	HYDROBLAST TRUCK	2016	PETERBILT	320	3BPZX7EX9GF103009		57997A
WT-0005	WB-5	HYDROBLAST TRUCK	2018	PETERBILT	M520	3BPDX7EX1JF196657		61879A
WT-0006	WB-6	HYDROBLAST TRUCK	2019	PETERBILT	M520	3BPDX7EX3KF104160		63493A
WT-0007	WB-7	HYDROBLAST TRUCK	2019	PETERBILT	520	3BPDX7EX1KF103945		64657A



## COUNTY OF NASSAU

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

1. Name of the Entity: Safety Marking, Inc,Address: 255 Hancock AvenueCity: Bridgeport State/Province/Territory: CT Zip/Postal Code: 06605Country: US2. Entity's Vendor Identification Number: 0612670053. Type of Business: Other (specify) S Corp

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 C.O.N.C.O.R.pdf

*No principals have been attached to this form.*

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

Mark Kelly,

*No shareholders, members, or partners have been attached to this form.*

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

Safety Marking of NY, Inc is an affiliate whose sole function is to supply union labor to Safety Marking, Inc. when a contract requires unionized labor. Safety Marking of NY, Inc. supplies unionized labor to Safety Marking, Inc. exclusively and will not be performing any active work on these projects.

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 ☒

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

NONE

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

NONE

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

NONE

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

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

Electronically signed and certified at the date and time indicated by:

Mark Kelly [MKELLY@SAFETYMARKING.NET]

Dated: 04/07/2020 01:01:00 PM

Title: President

**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.



## The Office of Secretary of the State Denise W. Merrill

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### Business Inquiry

#### Business Details

Business Name: **SAFETY MARKING, INC.**

Business ID: **0228841**

Business Address: **255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605**

Mailing Address: **255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605**

Date Inc/Registration: **Feb 10, 1989**

Annual Report Due Date: **02/07/2019**

#### Principals Details

Name/Title	Business Address	Residence Address
MARK K. KELLY PRESIDENT, SECRETARY AND TREASURER	255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605	55 WEST ROAD, EASTON, CT, 06612
MARK K. KELLY DIRECTOR	255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605	55 WEST ROAD, EASTON, CT, 06612

#### Agent Summary

Agent Name **MARK K. KELLY**

Agent Business Address **C/O SAFETY MARKING, INC., 255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605**

Agent Residence Address **55 WEST ROAD, EASTON, CT, 06612**

Agent Mailing Address **NONE**

COUNTY OF NASSAU

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

1. Name of the Entity: Safety Marking of NY, Inc.

Address: 90 Sylvester Street

City: Westbury State/Province/Territory: NY Zip/Postal Code: 11590

Country: US

2. Entity's Vendor Identification Number: 208807933

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

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 Safety Marking of NY, Inc. - Officer Information.pdf

*No principals have been attached to this form.*

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

1 File(s) uploaded Safety Marking of NY, Inc. - Officer Information.pdf

*No shareholders, members, or partners have been attached to this form.*

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

Affiliate - Safety Marking, Inc. - 255 Hancock Avenue, Bridgeport, CT 06605

1 File(s) uploaded ccvd - Safety Marking, Inc..pdf

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 ☒

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

NONE

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

NONE

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

NONE

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

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

Electronically signed and certified at the date and time indicated by:

Caroline Sumner [CAROLINE.SUMNER@SAFETYMARKING.NET]

Dated: 05/28/2020 07:44:51 AM

Title: Contract Specialist



**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.

Safety Marking of NY, Inc.

Mark Kelly, President & Sole Officer  
Owns 100% of Shares

**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Office of the County Executive  
Att: Brian J. Schneider, Deputy County Executive

**FROM:** Department of Public Works

**DATE:** December 27, 2019

**SUBJECT: RECOMMENDATION OF AWARD**

Contract Number: H62153-10G

Title: Pavement Markings Phase 11

Engineer's Estimate: \$2,194,492.40

Bids Received On: March 26, 2019

The bids received for the above referenced contract have been examined and the bid submitted by Safety Marking Inc., in the amount of \$1,783,183.49 is acceptable as the lowest bid. The low bid by Safety Marking Inc. is below the engineer's estimate by \$411,308.91 or 18.74%. Please note that adequate funds for this work are available in Capital Project H62153-11G.

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



Kenneth G. Arnold  
Commissioner

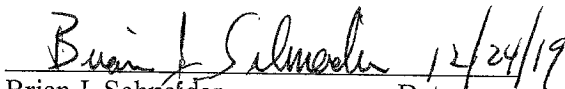
KGa:JGP:HTL:jd

Attachments

c: Joseph G. Pecora, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Harold T. Lutz, Director of Traffic Engineering  
Christopher Paggi, Assistant Director of Traffic Engineering  
David Cotter, Traffic Engineer I

APPROVED:

DISAPPROVED:

  
Brian J. Schneider Date 12/24/19  
Deputy County Executive

\_\_\_\_\_  
Brian J. Schneider Date  
Deputy County Executive




**COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo**

**TO:** Kenneth G. Arnold, P.E. Commissioner  
**FROM:** Joseph G. Pecora, P.E., Deputy Commissioner  
**DATE:** December 16, 2019  
**SUBJECT:** RECOMMENDATION OF AWARD

**Contract No.:** H62153-11G / PIN 0760.61  
**Title:** Pavement Markings Phase 11  
**Engineer's Estimate:** \$1,783,183.49  
**Bids Received On:** March 22, 2019

The bids received for the above referenced contract have been examined and the bid submitted by Safety Marking Inc. in the amount of \$1,783,183.49 is acceptable as the lowest responsible bidder.

Since the low bid is below the engineer's estimate and adequate funds are budgeted in the operating budget, it is requested that the Recommendation of Award be prepared for the Commissioner's signature and forwarded to the County Executive for his action.

  
Joseph G. Pecora  
Deputy Commissioner

JGP:

c: Harold T. Lutz, Director of traffic Engineering  
Christopher Paggi, Assistant Director of Traffic Engineering  
David Cotter, Traffic Engineer



Department of Public Works  
Nassau County

BID SUMMARY FOR CONTRACT: H62153-11G / NYSDOT PIN #0760.61

PAVEMENT MARKING PHASE 11

Bid Attempt Number: 1

Project Manager: David Cotter

Advertising Dates: 03/01/2019-03/26/2019

Bid Opening Date: 03/26/2019

NYSDOT PIN 0760.61

Item No.	Item Description	Unit	Engineers Estimate (EE)			LOW BIDDER Safety Marking Inc.		
			Unit Price	Bid Quantity	Extension	Unit Price	Extension	Percent Difference
619.01	Work Zone Traffic Control	LS	\$ 100,000.00	1	\$ 100,000.00	\$ 40,000.00	\$ 40,000.00	-60%
619.24	Nighttime Operations	LS	\$ 25,000.00	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	0%
635.0103	Cleaning And Preparation Of Pavement for Pavement Marking - Stripes	LF	\$ 0.60	1,417,702	\$ 850,621.20	\$ 0.33	\$ 467,841.66	-45%
635.0203	Cleaning And Preparation Of Pavement for Pavement Marking - Letters	EA	\$ 65.00	356	\$ 23,140.00	\$ 20.00	\$ 7,120.00	-69%
635.0303	Cleaning And Preparation Of Pavement for Pavement Marking - Symbols	EA	\$ 65.00	1,104	\$ 71,760.00	\$ 20.00	\$ 22,080.00	-69%
685.07200110	Pavement Marking - Symbols	LF	\$ 0.40	593,624	\$ 237,449.60	\$ 0.38	\$ 225,577.12	-5%
685.07200210	White Epoxy ReflectORIZED Pavement Stripes -20 mils (Wet Night Visibility Spheres)	EA	\$ 90.00	356	\$ 32,040.00	\$ 155.00	\$ 55,180.00	72%
685.07200310	White Epoxy ReflectORIZED Pavement Letters -20 mils (Wet Night Visibility Spheres)	EA	\$ 110.00	1,019	\$ 112,090.00	\$ 195.00	\$ 198,705.00	77%
685.07200410	White Epoxy ReflectORIZED Pavement Stripes -20 mils (Wet Night Visibility Spheres)	LF	\$ 1.60	69,505	\$ 111,208.00	\$ 0.95	\$ 66,029.75	-41%
685.07200510	Cross Hatching (Wet Night Visibility Spheres)	LF	\$ 1.60	156,958	\$ 251,132.80	\$ 2.35	\$ 368,851.30	47%
685.07200610	Special Markings (Wet Night Visibility Spheres)	LF	\$ 0.40	504,057	\$ 201,622.80	\$ 0.38	\$ 191,541.66	-5%
685.07200710	Yellow Epoxy ReflectORIZED Pavement Stripes -20 mils (Wet Night Visibility Spheres)	LF	\$ 1.30	93,560	\$ 121,628.00	\$ 0.95	\$ 88,882.00	-27%
685.07200810	Cross Hatching (Wet Night Visibility Spheres)	EA	\$ 80.00	85	\$ 6,800.00	\$ 75.00	\$ 6,375.00	-6%
685.07200910	White Epoxy ReflectORIZED Pavement Markings (Wet Night Visibility Spheres)	EA	\$ 90.00	0	\$ -	\$ 95.00	\$ -	0%
699.040001	Mobilization	LS	\$ 50,000.00	1	\$ 50,000.00	\$ 20,000.00	\$ 20,000.00	-60%
TOTALS:					\$ 2,194,492.40	\$ 1,783,183.49	\$ 1,783,183.49	-18.74%
Percentage difference between Engineer's Estimate and each of the Bidders Total Monetary Bids					\$ 2,194,492.40	Low Bidder Highlighted in Yellow		

**Bid Opening:** 3 /26/2019**Engineer:** Harold Lutz **Phone:** (516) 571-9453

<b>Contractor</b>	<b>Address</b>	<b>Insurance</b>	<b>Payment</b>	<b>Bid Amount</b>	<b>Alternate Bid</b>
Safety Marking Inc.	255 Hancock Avenue Bridgeport, CT 06605	Travelers Casualty And Surety	10% Amt Bid	\$1,783,183.49	\$0.00

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The above is a review of the bids and subsequent list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.



COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

**TO:** Kenneth G. Arnold, P.E., Commissioner

**FROM:** Harold T. Lutz, P.E., Director of Traffic Engineering

**DATE:** December 16, 2019

**SUBJECT:** Low Participation for Pavement Marking Contract  
Various County Roadways  
Bid Contract No. H62153-11G

The Pavement Marking Contract for various County roads throughout Nassau County was advertised in Newsday on March 1<sup>st</sup>, 8<sup>th</sup>, and 15<sup>th</sup> of 2019; and in the New York State Contract Reporter from March 1, 2019 through March 26, 2019; and in eProcure from March 1, 2019 through March 26, 2019.

Eighteen (18) vendors viewed the solicitation on eProcure. One (1) vendor purchased the Contract Documents and one (1) bid was received. Of the thirteen (13) firms that downloaded the Contract documents from eProcure, only two (2) are construction firms.

Upon investigating the low participation via inquiry, it has been determined that the general response has been consistent. The general claim is that the contract is for construction work and the vendors who viewed the Solicitation are design and engineering firms who are not capable of completing the necessary construction work. Only two construction firms downloaded the Contract Documents from eProcure and only one of the two firms submitted a bid. The other construction firm was contacted regarding their decision not to submit a bid, and they responded that although they are a construction firm, they do not install pavement markings.

The following are the questions from the Low Vendor Participation memo from DCE John Chiara, with responses:

1. Review the specification to ensure that it is not unduly restrictive so as to limit competition. Is any component of the solicitation so restrictive that only one or a small number of vendors is capable of responding to the solicitation? If so, were those vendors notified of the solicitation?

**Response:** *The solicitation was not restrictive; however, there is a limited pool of qualified construction firms that have the appropriate staff and resources necessary for the installation of epoxy pavement markings on roadway surfaces and meet the requirements of the contract.*

2. Was the solicitation advertised and posted on the County website as required?

**Response:** *Yes.*

3. Would we be likely to obtain greater vendor participation by advertising in other venues (e.g. New York State Contract Reporter, trade journals, and other local media, etc.)?

**Response:** *The solicitation was advertised in NYSCR and Newsday.*



Kenneth G. Arnold, Commissioner

December 16, 2019

SUBJECT: Low Participation for Pavement Marking Contract  
Various County Roadways  
Bid Contract No. H62153-11G

4. Was the NIGP commodity code used to conduct the solicitation appropriately? Were appropriate vendors registered with the County for that code or otherwise notified?

***Response: The correct commodity codes were utilized in eProcure, accordingly, the vendors registered for that commodity code received an automatic notification.***

5. Is the market for the specified goods or services structurally limited (i.e. are there geographic, capital, vendor capacity, service schedule, or other requirements) such that greater vendor participation is not possible?

***Response: No.***

6. Survey vendors that receive notice of the solicitation but did not respond to determine why the vendor chose not to do so. Typical responses include but are not limited to:

- a. The vendor did not see the advertisement.

***Response: Thirty (30) vendors were notified on eProcure, eighteen (18) downloaded the documents.***

- b. The vendor does not offer the specified goods/services as a follow-up ask if the specification is too specific to a competitor's product (is the specification "brand specific" or written to one manufacturer's or service provider's offering?).

***Response: The work specification was not too specific so as to restrict participation.***

- c. The vendor is too busy with other work at this time.

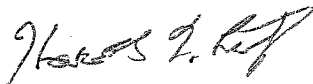
***Response: Most vendors contacted stated that they did not install pavement markings.***

- d. The vendor is not interested in pursuing a County contract at this time as a follow-up ask as to why this is the case.

***Response: Most vendors contacted stated that they did not install pavement markings.***

It has been determined that potential for increased bidding if the contract were to be rebid does not exist. It has also been determined that revisions to the contract requirements would not result in lower bids through increased competition or clarification of ambiguities. The contract is essential to maintaining the pavement markings on County roadways and there does not exist any potential for increased bidding if this contract were to be rebid.

Very truly yours,



Harold T. Lutz  
Director of Traffic Engineering

HTL:

Low Participation for Pavement Marking Contract  
Various County Roadways  
Bid Contract No. H62153-11G

In general, we have heard from the Vendors that the reason that they did not bid on the above-mentioned contract is that they do not install pavement markings. They viewed the solicitation on eProcure out of curiosity, or ignorant of the fact that it was a construction contract and not a design contract.

We reached out to Cashin Associates, D&B Engineering, Field Associates, Gannett Fleming Engineers, Gedeon Engineering, Grace Industries, GPI, LiRo Engineers, LK McLean, SIMCO Engineers, STV Incorporated, NV5, and Tully Environmental. We received the following responses:

- Good morning Mr. Cotter,  
We downloaded this solicitation thinking it was an RFP to provide engineering design services. GPI is not a contractor, and therefore we did not submit a bid.

Danielle Washington  
*Marketing Coordinator*

---

325 West Main Street, Babylon, NY 11702  
d +1 (631) 761-7203  
[dWASHINGTON@qpinet.com](mailto:dWASHINGTON@qpinet.com) | [www.qpinet.com](http://www.qpinet.com)

- David,  
We were under the impression that this was a construction bid. We are an engineering firm.

**Raymond DiBiase, PE, PTOE, PTP | President & CEO**

**L.K. McLean Associates, P.C.**

437 South Country Road

Brookhaven, NY 11719

t (631) 286-8668 x239 | f (631) 286-6314

[www.lkma.com](http://www.lkma.com) | [rdibiase@lkma.com](mailto:rdibiase@lkma.com)

- Good Morning David,  
We did not submit a bid for this because we do not do pavement markings.

Thank you,

**Alanna Fisher, Assoc. DBIA | Haugland Group LLC**

336 South Service Road - Melville, NY 11747

☎ 516.336.6720 ext. 1036 | Fax: 516.336.6722

## REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ☒ RFP ☐ RFBC ☐ In-House or Requirements Work Order

Project Title: Nassau County Pavement Markings Phase 11 PIN 0760.61

Department: Public Works Project Manager: David Cotter Date: February 7, 2019

Service Requested: Requesting authorization to advertise and let a pavement markings maintenance and refurbishment project.

Justification: This project is part of an ongoing Nassau County maintenance program and will result in the refurbishment of worn and faded pavement markings on Nassau County Federal Aid eligible roads including long lines, stop lines, crosswalks, hatching, symbols, and letters to assure good visibility and promote safe and efficient traffic movement and operation.

Requested by: Harold Lutz PE, Director of Traffic Engineering Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) \$2,500,000.00  
Circle appropriate phaseTotal Project Cost: \$2,500,000.00  
Includes, design, construction and CMDate Start Work: June 2019  
Phase being requestedDuration: 12 Months  
Phase being requestedCapital Funding Approval: YES ☒ NO ☐

SIGNATURE

DATE

Funding Allocation (Capital Project):

See Attached Sheet if multiyear ☐NIFS Entered: 62153  
SIGNATURE DATEAIM Entered: 62153  
SIGNATURE DATEFunding Code: 62153-061  
use this on all encumbrancesTimesheet Code: 62153-061  
use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation

Department Head Approval: YES ☒ NO ☐

SIGNATURE

DCE/Ops Approval: YES ☒ NO ☐

SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

Vendor	Quote	Comment	See Attached Sheet <input checked="" type="checkbox"/>
1. Safety Marking Inc.	\$1,783,183.49		
2.			
3.			
4.			

DCE/Ops Approval: YES NO Signature

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

**TO:** Aryeh Lemberger, Planner III

**FROM:** Office of the Commissioner

**DATE:** February 28, 2019

**SUBJECT:** CSEA Sub-Contracting Approval  
C19-014, Proposed Contract No: H62153- PIN 076061 NC Pavement Marking Ph11

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. The Department has determined that it will proceed with the above-referenced contract known as **C19-014**.

Please prepare the necessary documentation to proceed with your work.

If you have any questions, please speak with Jonathan Lesman.



Roseann D'Alleva  
Deputy Commissioner

KGA:las

C     Rakhal Maitra, Deputy Commissioner  
       Loretta Dionisio, Assistant to Deputy Commissioner of Public Works  
       Jonathan Lesman, Management Analyst II



**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Civil Service Employees Association, Local 830  
Att: Ronald Gurrieri, Executive Vice President

**FROM:** Commissioner Kenneth Arnold  
Department of Public Works

**DATE:** February 28, 2019

**SUBJECT:** CSEA Notification of the Department's Intent to Issue a Notice to Proceed  
C19-014, Proposed Contract No: H62153- PIN 076061 NC Pavement Marking Ph11

The Department notified the CSEA of the above-referenced contract on February 27, 2019 via email in order to comply with the spirit and intent of §32-3(a) of the County/CSEA contract (the "CBA"), to allow DPW to go out to bid with this work. Pursuant to CBA §32-3(b), Mr. Cloudman from the CSEA wrote on February 28, 2019, proposing as an alternative that the County perform the above-referenced work using current or anticipated County employees with no details. DPW will meet with Mr. Dopkin and Mr. Cloudman from the CSEA on March 5th, 2019 with Roseann D'Alleva, Christopher Nicolino from the County pursuant to CBA §32-3(c). At that meeting, DPW will confer with those CSEA representatives on exact details of the work and hope to receive a detail plan of the CSEA alternative or have their alternative withdrawn. At this point DPW will proceed with the bid process in order to achieve strict time lines from the State and Federal government in order to receive reimbursement for the work.

My staff and I have made a good faith effort to avoid the unnecessary assignment of claimed CSEA unit work by carefully analyzing the proposal put forth by the CSEA and weighing the proposed alternative against the current financial and logistical abilities of the County. The purpose of this memo is to advise you that, based upon that analysis as set forth below, I find that it is not feasible to perform the work at issue in the manner suggested by the CSEA.

To begin with, based on that analysis, I find that the current County workforce does not have the equipment to perform the work or the knowledge and capacity.

DPW plans to recommend a contract/agreement for the following services: The replacement of existing pavement markings with epoxy paint on all Nassau County roadways.

The work involves the following: Restriping of all long lines, stop bars, crosswalks, letters, and symbols along County roadways with epoxy paint. Please note that the use of epoxy paint has not been historically done by County staff at the pavement marking shop. This shop is trained for the application of tape, thermos, and water-based paints. The shop will continue to apply these materials. The Department is looking to utilize epoxy as it is now the preferred specification of the New York State Department of Transportation as the project is funded through NYS pass thru Federal funds. An estimate of the cost is: \$2,500,000.00 An estimate of the duration of twelve (12) months. Due to the nature and complexity of this work, historically, projects of this type have not been completed utilizing County work force.

Therefore, time is of the essence is starting this project and attaining each benchmark called for in a timely fashion. Any newly hired staff, as called for in the CSEA's alternative proposal, would have to be hired, onboarded and trained, which would seriously impair the County's ability to perform this work in a timely manner.





Civil Service Employees Association, Local 830

Att: Ronald Gurrieri, Executive Vice President

February 28, 2019

Page 2

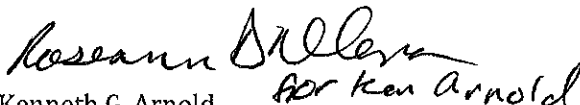
Re: CSEA Notification of the Department's Intent to Issue a Notice to Proceed  
19-014, Proposed Contract No: H62153- PIN 076061 NC Pavement Marking Ph11

I also note that the County has instituted four Voluntary Separation Incentive Programs (VSIP) since 2009 to provide financial stability by reducing overhead as mandated by the Financial Control Board overseeing County operations. Please remember that the CSEA approved, supported and its members benefitted from all four of those incentives. As a result, the Department has 100 less fulltime staff from March 2008 compared to the present even though the workload has increased. This fact, by necessity, requires that DPW personnel focus on the maintenance of County facilities to ensure we protect the health and safety of the public and County employees rather than specialized or large-scale work or capital projects.

My analysis further indicates that the awarding of this work to an outside vendor will not result in any layoffs of CSEA personnel. Nor will DPW staff suffer any diminishment of overtime opportunities as a result of this work being performed by an outside vendor as this is work which has not historically been performed by CSEA members. In fact, overtime opportunities will increase because of the need for more management of these additional outside vendors.

As such, I find it necessary to issue a Notice to Proceed for the work referenced above. If it the intent of the CSEA to file a grievance associated with this item, the Department requests that it be expedited so that this important project can proceed in a timely fashion.

Thank you for your time and attention to this matter.

  
Kenneth G. Arnold  
Commissioner

KGA:jm

c: Christopher Nicolino, Director, Office of Labor Relations  
Brian Schneider, Deputy County Executive  
Roseann D'Alleva, Deputy Commissioner  
Loretta Dionisio, Assistant to Deputy Commissioner  
Diane Pyne, Unit Head, Human Resources Unit  
Jonathan Lesman, Management Analyst II  
Jack Cloudman, CSEA  
Richard Dopkin, CSEA

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, INC.

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 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 26th day of March, 2019

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. H62153-11G for the  
NASSAU COUNTY PAVEMENT MARKINGS PHASE 11  
NYS DOT PIN 0760.61

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

- a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and
- b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and
- c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience

and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

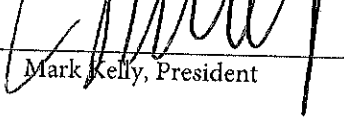
Provided, however, that this bond is subject to the following additional conditions and limitations.

- a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.
- b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SAFETY MARKING, INC.  
Contractor

by   
Mark Kelly, President

(L.S.) (Corporate seal of Contractor  
Title if a corporation)

by \_\_\_\_\_ (L.S.)

Title

by \_\_\_\_\_ (L.S.)

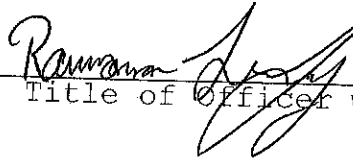
Title

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety

by  (L.S.)  
Title of Officer

Kenneth P. Morotto Jr. Attorney In Fact

Attest:  (L.S.)  
Title of Officer Witness

(Corporate seal of Surety)

**NO TEXT ON THIS PAGE**

(Acknowledgment by Contractor if a corporation)

STATE OF CONNECTICUT )

ss.: Bridgeport  
COUNTY OF FAIRFIELD )

On this 26th day of March, 2019, 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 that he is the President of the SAFETY MARKING, INC. 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.

Caroline Sumner  
Notary Public

Caroline Sumner  
My Commission Expires: January 31, 2024

(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 CONNECTICUT )

ss.: Farmington )

COUNTY OF HARTFORD )

On this 26th day of March, 2019, before me personally came Kenneth P. Morotto Jr. to me Known, who being by me duly sworn, did depose and say that he resides in Newington, CT

that he is the Attorney In Fact of the Travelers Casualty & 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 Caroline Sumner further said that he is acquainted with Kenneth P. Morotto Jr. and knows him to be the Attorney In Fact of said company; that the signature of the said Kenneth P. Morotto Jr. subscribed to the within instrument is in the genuine handwriting of the said Kenneth P. Morotto Jr. and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said

*Caroline Sumner*  
Notary Public

Caroline Sumner  
My Commission Expires:  
January 31, 2024

**NO TEXT ON THIS PAGE**

**POWER OF ATTORNEY**

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



**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 **Kenneth P. Morotto Jr.** of Farmington, their true and lawful Attorney-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 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 26th day of March, 2019



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

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

**NO TEXT ON THIS PAGE**

## 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 JUNE 30, 2018

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 44,550,066	UNEARNED PREMIUMS	\$ 970,342,074
BONDS	3,617,885,104	LOSSES	808,962,856
STOCKS	289,538,315	LOSS ADJUSTMENT EXPENSES	187,851,523
INVESTMENT INCOME DUE AND ACCRUED	38,675,091	COMMISSIONS	31,711,775
OTHER INVESTED ASSETS	2,450,987	TAXES, LICENSES AND FEES	11,381,517
PREMIUM BALANCES	274,615,086	OTHER EXPENSES	31,582,332
NET DEFERRED TAX ASSET	49,388,680	CURRENT FEDERAL AND FOREIGN INCOME TAXES	7,314,814
REINSURANCE RECOVERABLE	20,590,578	REMITTANCES AND ITEMS NOT ALLOCATED	10,186,462
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	16,739,896	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	33,838,714
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	32,956,470	RETROACTIVE REINSURANCE RESERVE ASSUMED	799,616
OTHER ASSETS TRI-PARTY / TAX CREDIT BONDS	4,978,191	POLICYHOLDER DIVIDENDS	10,703,491
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	626,488	PROVISION FOR REINSURANCE	5,068,341
OTHER ASSETS	469,503	ADVANCE PREMIUM	1,466,163
		REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ EXPENSES	14,059,893
		PAYABLE FOR SECURITIES LENDING	16,739,896
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,530,912
		OTHER ACCRUED EXPENSES AND LIABILITIES	386,299
		TOTAL LIABILITIES	\$ 2,168,704,267
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	438,803,760
		OTHER SURPLUS	1,784,474,307
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,224,758,067
TOTAL ASSETS	\$ 4,393,462,334	TOTAL LIABILITIES & SURPLUS	\$ 4,393,462,334

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) SS.  
CITY OF HARTFORD )

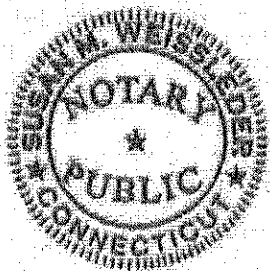
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2018.

*Michael J. Doody*  
SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
23RD DAY OF AUGUST, 2018

*Susan M. Weissleder*  
NOTARY PUBLIC

SUSAN M. WEISSLEDER  
Notary Public  
My Commission Expires November 30, 2022



**NO TEXT ON THIS PAGE**

**CERTIFICATE OF SOLVENCY**

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

**CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW  
YORK INSURANCE LAW**

STATE OF NEW YORK  
DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

**Travelers Casualty and Surety Company of America**  
Of Hartford, Connecticut

a corporation organized under the laws of the State of Connecticut and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$2,088,189,284 (Capital \$6,480,000) as is shown by its sworn financial statement for the year ending December 31, 2016 on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have

unto set my hand and affixed

official seal of this Department  
in the City of Albany, this

17th day of April, 2017.

Maria T. Vullo  
Superintendent

By *Jacqueline Catalfamo*

Jacqueline Catalfamo  
Special Deputy Superintendent

**NO TEXT ON THIS PAGE**

PROPOSAL  
To the County of Nassau

NASSAU COUNTY PAVEMENT MARKING PHASE 11 IMPROVEMENTS  
P.I.N. 0760.61  
VARIOUS LOCATIONS  
NASSAU COUNTY NEW YORK

Contract No. H62153-11G

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Advertisement for Bids and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the plans and specifications for the amount named in the proposal hereinafter described.

In making this proposal the Bidder hereby declares that the Addenda which has been issued by the County of Nassau and has been received by him, that all provisions thereof have been complied with in preparing his bids.

Name of Bidder: Safety Marking Inc.  
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 255 Hancock Avenue, Bridgeport, CT 06605

Telephone: 203.333-6870 Date: March 26, 2019

FAX Tele: 203.333-9099 E-Mail: mkelly@safetymarking.net

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: ~~XX~~

Name of Vice Pres: None

Vice Pres's Domicile: N/A

Corporate Officer: Mark Kelly Title: President

Corporate Officer's Domicile: ~~XX~~

Corporate Officer: Mark Kelly Title: Treasurer

Corporate Officer's Domicile: ~~XX~~

The Following Paragraphs are Applicable to the Contract

THE BIDDER AFFIRMS AND DECLARES:

1. That the above bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.
2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same work, and is in all respects fair and without collusion or fraud.
3. That said bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.
4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.
5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.
6. The bidder also declares that he has carefully examined and fully understands all the component parts of this Contract that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.
7. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay or North Hempstead or by the Cities Glen Cove or Long Beach, the contractor shall be required to have such a license.



## INFORMATION FOR BIDDERS

### I. Rejection of Bids.

#### A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. 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 less than estimated.

### III. Lump Sum Contracts, Comparison of Bids.

Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if any.

### IV. Apprenticeship Training Program

For all contracts in excess of \$500,000 attach here  
-- verification letter regarding your firm's having an approved  
State of New York Apprenticeship Training Program.

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

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

UNION - P.O. BOX 206, FARMINGDALE, N.Y. 11735-0206

SCHOOL - 575 HORSEBLOCK ROAD, BROOKHAVEN, N.Y. 11719

March 5, 2019

Nassau County Dept. of Public Works  
1550 Franklin Ave  
Mineola, NY 11501

Re: Local 138 Apprenticeship School (the "Apprenticeship School")  
NYS Sponsor # 00422  
NYS ATP Code # 18318  
Safety Marking, Inc.

**Project # H62153-11G Nassau County Pavement Marking Improvements, Phase 11**

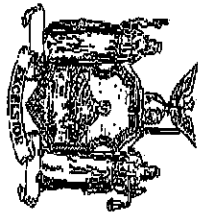
To Whom It May Concern,

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, Inc., to the Local 138 Agreement Covering Working Conditions, dated June 1, 2015 to May 31, 2019. 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



**Department  
of Labor**



**Certificate of Completion  
for Apprenticeship Training**  
*under standards approved by  
the Commissioner of Labor*

*Robert Reardon*  
Robert Reardon  
Commissioner of Labor

Andrew M. Cuomo, Governor

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

# Certificate of Completion of Apprenticeship Training

to certify that

**Brandon Farley**

HAS SERVED AN APPRENTICESHIP OF 3 YEAR(S)  
IN THE OCCUPATION OF: Op'g. Engineer (Heavy Equipment)  
IN THE EMPLOY OF: Intl Union Operating Engineers IU #138 ETC LI  
UNDER STANDARDS APPROVED BY THE COMMISSIONER OF LABOR  
AND IS A QUALIFIED: Op'g. Engineer (Heavy Equipment)  
GIVEN AT ALBANY, NEW YORK, ON: Monday, June 13, 2016



*Robert Reardon*  
Robert Reardon  
Commissioner of Labor  
Andrew M. Cuomo, Governor

## MINORITY, WOMEN'S AND DISADVANTAGED GOALS

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

MBE Goal – 0 percent  
WBE Goal – 0 percent

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

Disadvantaged Business Enterprise (DBE) Goal – 3%

Directories and/or information related to the current certification status of Minority and Women's Enterprises, can be obtained by contacting the:

New York State Department of Economic Development  
Division of Minority and Women's Business Development  
One Commerce Plaza  
Albany, New York 12223  
(518) 473-6442

### Minority/Women's Business Enterprise Officer

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

Bidder Designated D/M/WBE

Officer Kelly Lavvie, HR Mgr/EEO officer  
(Name, Title)

Telephone Number 203.333-6870 x 416

**RETURN THIS PAGE WITH BID**

NO TEXT ON THIS PAGE

Pavement Markings Phase 11

PIN 0760.61

Contract # H62153-11G

## 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.

*Safety Marking, Inc.*  
Bidder

Officer: \_\_\_\_\_

*Mark Kelly*

(Name, Title)

*President*

Telephone Number: \_\_\_\_\_

*203. 333-6870*

## RETURN THIS PAGE WITH BID



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# PROPOSAL

H62153-11G - PIN 0760.61

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
619.01	1 LS	Basic Work Zone Traffic Control FOR: <u>Forty Thousand Dollars and Zero Cents</u> Dollars Cents	\$ 40,000	00	\$ 40,000	00
619.24	1 LS	Nighttime Operations FOR: <u>Twenty Five Thousand Dollars and Zero Cents</u> Dollars Cents	\$ 25,000	00	\$ 25,000	00
635.0103	1,417,702 LF	Remove Existing Pavement Marking Striping FOR: <u>Zero Dollars and Thirty-Three Cents</u> Dollars Cents	\$ 0	33	\$ 467,841	66
635.0203	356 EA	Remove Existing Pavement Marking Letters FOR: <u>Twenty Dollars and Zero Cents</u> Dollars Cents	\$ 20	00	\$ 7,120	00
635.0303	1,104 EA	Remove Existing Pavement Marking Symbols FOR: <u>Twenty Dollars and Zero Cents</u> Dollars Cents	\$ 20	00	\$ 22,080	00
685.07200110	593,624 LF	White Epoxy ReflectORIZED Pavement Stripes - 20 MILS (Wet Night Visibility Spheres) FOR: <u>Zero Dollars and Thirty-Eight Cents</u> Dollars Cents	\$ 0	38	\$ 225,577	12
685.07200210	356 EA	White Epoxy ReflectORIZED Pavement Letters: 20 MILS (Wet Night Visibility Spheres) FOR: <u>One Hundred Fifty-Five Dollars and Zero Cents</u> Dollars Cents	\$ 155	00	\$ 55,180	00
685.07200310	1,019 EA	White Epoxy ReflectORIZED Pavement Symbols: 20 MILS (Wet Night Visibility Spheres) FOR: <u>One Hundred Ninety-Five Dollars and Zero Cents</u> Dollars Cents	\$ 195	00	\$ 198,705	00

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# PROPOSAL

## H62153-11G - PIN 0760.61

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
685.07200410	69,505 LF	White Epoxy ReflectORIZED Pavement Stripes - 20 MILS Cross Hatching (Wet Night Visibility Spheres) FOR: <u>zero dollars and ninety-five cents</u> Dollars Cents	\$ 0	95	\$ 66,029	75
685.07200510	156,958 LF	White Epoxy ReflectORIZED Pavement Stripes - 20 MILS Special Markings (Wet Night Visibility Spheres) FOR: <u>two dollars and thirty-five cents</u> Dollars Cents	\$ 2	35	\$ 368,851	30
685.07200610	504,057 LF	Yellow Epoxy ReflectORIZED Pavement Stripes - 20 MILS (Wet Night Visibility Spheres) FOR: <u>zero dollars and thirty-eight cents</u> Dollars Cents	\$ 0	38	\$ 191,541	66
685.07200710	93,580 LF	Yellow Epoxy ReflectORIZED Pavement Stripes - 20 MILS Cross Hatching (Wet Night Visibility Spheres) FOR: <u>zero dollars and ninety-five cents</u> Dollars Cents	\$ 0	95	\$ 88,882	00
685.07200810	85 EA	White Epoxy ReflectORIZED Pavement Markings - 20 MILS Yield Line Symbol - Small - (Wet Night Visibility Spheres) FOR: <u>twenty-five dollars and zero cents</u> Dollars Cents	\$ 75	00	\$ 6,375	00
685.07200910	0 EA	White Epoxy ReflectORIZED Pavement Markings - 20 MILS Yield Line Symbol - Large - (Wet Night Visibility Spheres) FOR: <u>ninety-five dollars and zero cents</u> Dollars Cents	\$ 95	00	\$ 0	00
699.040001	1 LS	Mobilization FOR: <u>Twenty thousand dollars and zero cents</u> Dollars Cents	\$ 20,000	00	\$ 20,000	00

Nassau County Pavement Markings Phase 11  
Nassau County Department of Public Works  
NYSDOT PIN 0760.56 / H62153

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NUMERIC TOTAL OR GROSS BID:

FOR \$1,783,183.49

Dollars

Cents

TOTAL OR GROSS BID MUST BE WRITTEN IN WORDS:

FOR

One Million Seven Hundred Eighty Three Thousand One Hundred Eighty Three Dollars and Forty-Nine Cents

Dollars

Cents

CONTRACTOR:

Safety Marking, Inc.


BY:

Mark Kelly

TITLE:

President

SIGNATURE:



DATE:

March 26, 2019

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# NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

## WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. H62153-11G

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 <i>Safety Marking Inc. 255 Hancock Avenue Bridgewater, CT 06605</i>	Project Description (Project Title, Facility Name and Address): <i>Nassau County Pavement Marking Phase 11 Improvements - Pin No. 0760.61 - Various Locations - Nassau County</i>	Bid Date: <i>3/26/19</i>	Total Contract Amt: <i>\$1,783,183.49</i>
--	--	-----------------------------	--

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.			General Description of Work	Subcontractor's Contract Amt.
	Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixtures		
Federal ID No.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Federal ID No.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Federal ID No.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

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: *Mark Kelly* Title: *President* Date: *3/26/2019*

**NO TEXT ON THIS PAGE**

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

Safety Marking Inc.

(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number N/A

Firm or Corporation's Federal ID Number 06-1267005

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

Municipal Licensing Agency N/A

By: [Signature] Date: March 26, 2019  
(Print) Mark Kelly Title: President

WHERE BIDDER IS A CORPORATION, ADD:

ATTEST:

[Signature]  
Mark Kelly Secretary

(CORPORATE)  
(SEAL)

NO TEXT ON THIS PAGE

# SMC Safety Marking Inc.

*Established 1973*

*An Affirmative Action-Equal Opportunity Employer  
Providing Equal Opportunities for Minorities, Females,  
Veterans & Individuals with Disabilities*

**"OUR REPUTATION IS BUILT ONE LINE AT A TIME."**

## ***CORPORATE RESOLUTION***

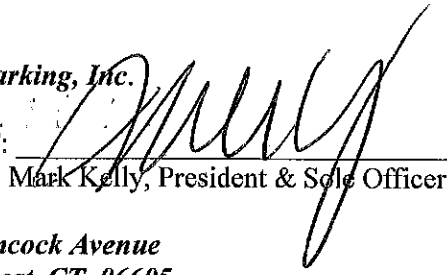
DATE: March 26, 2019

On the 16<sup>th</sup> day of April 2018, due notice having been given, a special meeting of the Board of Directors being present and voting, the following resolution was made, seconded and adopted:

That I, Mark Kelly in the capacity as President, Secretary, Treasurer and Sole Officer of Safety Marking, Inc. am fully authorized to execute and sign, on behalf of Safety Marking, Inc. all bond(s) and Contract Documents including requisitions, change orders, etc. in connection with Safety Marking, Inc. and to affix the corporate seal on such documents and his signature shall be legal and binding upon the corporation as the sole officer.

*Safety Marking, Inc.*

ATTEST:

  
Mark Kelly, President & Sole Officer

Seal

**255 Hancock Avenue  
Bridgeport, CT 06605**

*Incorporated in the State of Connecticut 2/10/89*

State of Connecticut

ss: Bridgeport

County of Fairfield

On this 26<sup>th</sup> day of March 2019 before me personally appeared Mark Kelly personally known to me and proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President and Sole Officer and Director of SAFETY MARKING, INC. the corporation described in and which executed the within instrument, and acknowledged that he owns all the issued and outstanding capital stock of said corporation, and that he signed the within instrument on behalf of said corporation.



Caroline Sumner, Notary Public

My Commission expires: January 31, 2024

[illegible]

the corporation described in and which executed the within instrument, and acknowledged that he/she owns all the issued and outstanding capital stock of said corporation, and that he/she signed the within instrument on behalf of said corporation.

*My Commission Expires: January 31, 2024*

The Office of  
**Secretary of the State Denise W. Merrill**

**Business Inquiry**

**Business Details**

Business Name: SAFETY MARKING, INC.

Business ID: 0228841

Business Address: 255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605

Mailing Address: 255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605

Date Inc/Registration: Feb 10, 1999

Annual Report Due Date: 02/07/2019

**Principals Details**

**Name/Title**

MARK K. KELLY PRESIDENT, SECRETARY AND TREASURER

MARK K. KELLY DIRECTOR

**Business Address**

255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605

255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605

**Residence Address**

55 WEST ROAD, EASTON, CT, 06612

55 WEST ROAD, EASTON, CT, 06612

**Agent Summary**

Agent Name MARK K. KELLY

Agent Business Address C/O SAFETY MARKING, INC., 255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605

Agent Residence Address 55 WEST ROAD, EASTON, CT, 06612

Agent Mailing Address NONE



COUNTY OF NASSAU

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

1. Name of the Entity: Safety Marking, Inc.  
Address: 255 Hancock Avenue  
City, State and Zip Code: Bridgeport, CT 06605
2. Entity's Vendor Identification Number: 06-1267005
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp Corporation Other (specify)
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):  
Mark Kelly, President, Secretary & Treasurer  
/
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.  
Mark Kelly, - 100% of shares

- 
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.

*Safety Marking of NY, Inc. is an Affiliate of Safety Marking, Inc. Safety Marking of NY, Inc. supplies union labor to Safety Marking, Inc. exclusively.*

- 
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

*None*

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

*None*

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

*None*

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

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

Dated: March 24, 2019

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature]*

*Mark Kelly*

*President*

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.

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE  
COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER  
DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU  
COUNTY

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

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

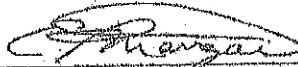
ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015

  
EDWARD P. MANGANO  
NASSAU COUNTY ATTORNEY

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

*None*

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

*None*

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

*None*

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

*None*

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

*None*



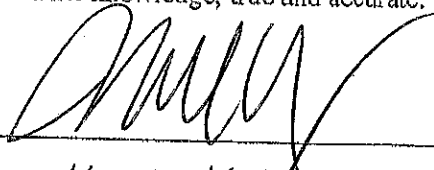
VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: March 26, 2019

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Mark Kelly  
President

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.

### 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: March 26, 2019

- 1) Proposer's Legal Name: Safety Marking, Inc.
- 2) Address of Place of Business: 255 Hancock Avenue, Bridgeport, CT 06605

List all other business addresses used within last five years:

460 Boston Ave Bridgeport, CT 06605, 500 Boston Ave Bridgeport, CT 06605  
84 Sylvester St., Westbury, NY 11590, 85 New York Ave, Westbury, NY 11590

3) Mailing Address (if different): 271 Shilson Rd, Richmond, RI 02892

Phone: 203.333-6870

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 010138881

5) Federal I.D. Number: 06-1267005

6) The proposer is a (check one): Sole Proprietorship Partnership X  
Corporation Other (Describe)

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

Yes    No X If Yes, please provide details:   

8) Does this business control one or more other businesses? Yes X No    If Yes, please provide details: Safety Marking, Inc. is affiliated with Safety Marking of NY, Inc. which provides union labor solely & exclusively to Safety Marking, Inc.

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☒ No ☐ If Yes, provide details. Affiliate: Safety Marking of NY, Inc. - supplies union labor to Safety Marking, Inc. exclusively.
- 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 ☒ 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 ☒ 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 ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☒ No ☐ If Yes, provide details for each such investigation.  
Please see attached letter from the president of Safety Marking, Inc.
- 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 ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

13) On May 9, 2016, a former employee, Peter P. Klosterman, filed an administrative complaint with the State of New York, Division of Human Rights against Safety Marking of New York, Inc. an affiliate of Safety Marking. Mr. Klosterman alleges that he was terminated in violation of New York disability discrimination laws. After an investigation and following opportunity for review of related information and evidence by the named parties, the Division of Human Rights determined that there was NO PROBABLE CAUSE to believe that the respondent had engaged in or is engaging in the unlawful discriminatory practice complained of. The complaint was dismissed and the file was closed.

# **SMC** **Safety Marking Inc.**

*Established 1973*

*An Equal Opportunity Employer M/F*

**"OUR REPUTATION IS BUILT ONE LINE AT A TIME."**

## **Letter from the President regarding SMC's involvement in a litigation**

Safety Marking, Inc. feels that it is important to be forth coming that it was indeed the subject of litigation for several years involving two former employees. These two employees alleged that they were victims of discrimination for incidents relating to the conduct of five Safety Marking, Inc. employees that occurred sometime between 2008-2012. The company fought the unsubstantiated litigation through trial and then through post-trial motions, but due to what it believes were grievous errors of law and clearly erroneous rulings by the judge, in March 2016, a verdict was rendered in favor of the two former employees. The jury held Safety Marking, Inc. liable for the conduct of five of the employees. However, after the verdict, the parties settled the matter confidentially. Following the verdict, both CT DOT and NY DOT did their due diligence and investigated Safety Marking and its practices and both concluded that there were no findings of non-responsibility. Both confirmed Safety Marking's status as a responsible contractor and Safety Marking was awarded the contracts.

Safety Marking believes strongly in its EEO policies and employs approximately 50% minorities. Safety Marking and its management do not tolerate harassment or discrimination of any kind and communicate our Company's policies and Complaint Procedures with each and every employee. Our Company's Employee Handbook was updated in 2015 and revised in 2017 and includes all policies and procedures. It has been distributed and reviewed with every employee by our Human Resources Manager who was hired in January 2015. All of our employees, supervisors and managers attend mandatory annual training that is conducted each year by our Human Resources Manager which covers Harassment training and our Company's EEO Policy. And our EEO Policy is posted on our bulletin boards at each of our locations as well as in our Compliance Books that we have on our work sites.

Our company prides itself on our Company's 360 Review processes which we have been doing since 1997. This process gives each employee the opportunity to evaluate every employee, supervisor and manager that he/she works with in the company and has the opportunity to confidentially review the person's ability, attitude and how the person helped, taught or provided the tools to help the employee do their job. In the past, I conducted these reviews with every employee. Last year, we enhanced the process and now each employee meets with three other members of our management team in addition to me in their review process. Each employee sits down with the Safety Director, the Operations Manager, the Human Resources Manager and then I. During these meetings the employee is able to discuss the pertinent aspects of their job, bring up any ideas or suggestions they may have on making things better or any problems or concerns that they may have as well. We spend over three months each year on the employee review process and take it very seriously to ensure that our employees are in

255 Hancock Avenue, Bridgeport, Connecticut 06605 Phone: 203-333-6870 FAX: 203-333-9099

59 Stilson Road, Richmond, Rhode Island 02898 Phone: 401-539-1016 FAX: 401-539-3153

84 Sylvester Street, Westbury, NY 11590 Phone: 516-333-0489 FAX: 516-334-0813

[www.safetymarking.net](http://www.safetymarking.net)

the right position, getting the right tools and training to do their job and address any concerns that they bring to our attention.

Safety Marking, Inc. is committed to providing a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits any unlawful discriminatory practices. Through our continued communications, training and Open Door Policy that we have with our employees, we are confident that our employees feel good about the company that they work for. Unfortunately, anyone can accuse you of something without any witness or proof that it in fact occurred and all you can do is defend yourself. There were many facts that we were not allowed by the judge to be presented to the jury in our defense case which if allowed may have led to a different outcome. But the process is far from being perfect and the grievous errors of law and rulings by the judge only compounded our fate.

Please feel free to contact me with any questions or if you require any further information pertaining to this matter. You can also reach out to our Human Resources Manager, Kelly Lavole, who would be happy to answer any questions or provide you with any other information you may need. She can be reached at 203-814-3416. We welcome you to visit our operation as well if you wish so that you have a better understanding of what we do. I would be happy to give you a tour of our facility and have you meet our Safety Marking family.

*Mark Kelly*  
Mark Kelly  
President

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes \_\_\_ No X If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_ No X If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_ No X; If Yes, provide details for each such instance. \_\_\_\_\_

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

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

If a safety marking inc. employee had any conflict of interest that employee would not be allowed to be involved with the project in any capacity nor 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.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
  - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
  - iii) Name, address and position of all officers and directors of the company;
  - iv) State of incorporation (if applicable);
  - v) The number of employees in the firm;
  - vi) Annual revenue of firm;
  - vii) Summary of relevant accomplishments
  - viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business. 46 years
- 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 attached
- 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 NYS DOT

Contact Person Jeffrey Dionisio, EIC

Address 3380 Veterans Memorial Highway

City/State Bohemia, NY 11716

Telephone 631.905-7139 cell

Fax # 631.761-6474

E-Mail Address jeffrey.dionisio@dot.ny.gov

A. Please see attached history & resumes

- i) Incorporated February 10, 1989
- ii) Mark Kelly, President, Secretary, Treasurer (sole officer)– 100% of Shares;
- iii) See Item ii
- iv) Incorporated in the State of Connecticut
- v) 150 Employees
- vi) Annual Revenue - \$30 Million - \$35 Million
  
- vii) Awarded the 3 striping projects in 2011-12 for the County of Nassau DPW. Have had the maintenance contract with the PANYNJ for JFK, LGA, EWR, SWF & TEB for over 13 years; Have and have had the striping contract with the NYSDOT – Region 10 for over 20 years; Have and have had multiple striping contracts with CTDOT – Have and have had striping contracts with RIDOT; Have the Prime contract with the MTA TBTA; Have and have had the striping contracts with the NYSTA.  
  
Opened a shop/office in Westbury, NY dedicated to Nassau and Suffolk Counties in 2005  
  
Opened a shop/office in Richmond, RI dedicated to the State of RI in 1999  
  
Acquired a waterblasting truck in 2012 and have added 3 more to our fleet
- viii) Not Applicable/None

B. In business for 46 Years

C. We own our own vehicles – please see attached equipment list  
Safety Marking, Inc. has very little turn over and has high quality, experienced personnel.  
Please see attached resumes



***SAFETY MARKING, INC.***

***255 Hancock Avenue***

***Bridgeport, CT 06605***

***FEIN: 06-1267005***

- 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 \$35,000,000.00. 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.

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 and COO, Mark Kelly
- 1988 - Company launches a full-time highway and roadway marking operation
- 1993 - Company celebrates its 20<sup>th</sup> 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 & 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 contract with Suffolk County, MacArthur Airport Contract, Dutchess County striping contract, 2 striping contracts with Westchester County and a RIDOT striping contract.

Incorporated February 10, 1989 in business for 46 Years with approximately 150 employees  
Mark Kelly, President owns 100% of Shares and is the sole officer of Safety Marking, Inc.



## **MARK KELLY, President**

### **Contact Information**

Cell # - 203.257-4071  
Office # - 203.333-6870

Email - [mkelly@safetymarking.net](mailto:mkelly@safetymarking.net)

**Safety Marking, Inc.**  
255 Hancock Ave.  
Bridgeport, CT 06605

***The #1 Striping Company in the Northeast & in the Top 5 in the Country***

### **Position**

**President & Owner**

### **Experience**

- Founded Safety Marking in 1973 serving Fairfield County
- Launched full time highway and roadway marking operation 1988
- Managed first Prime contract in CT 1993
- Established Headquarters in Bridgeport, CT 1994
- Managed first NYSDOT Prime contract 1995
- Managed first RIDOT Prime contract 1996
- Established Rhode Island Office 1990
- Managed PANY & NJ Airport Prime (JFK, LGA, EWR, TEB & SWF) 2002-Present
- Established Long Island Office 2005
- Managed multiple DOT construction and maintenance projects in CT, RI, NJ, MA, ME, NH & VT ranging in value from \$10,000 to \$8 million
- Working knowledge of all MUTCD, DOT, & FAA specs and regulations.
- 46 Years' experience in the line striping industry

### **Memberships**

Advisory Board Member, Donor and Supporter – *The Thomas Merton Center, Bridgeport, CT since 1996*  
Board of Trustees – *St Vincent's Foundation Medical Center, Bridgeport, CT*  
Former Board Member – *Wakeman Boys and Girls Club, Bridgeport & Southport, CT from 2006 - 2016. Continuing substantial involvement & commitment*



## **LUCAS PAPAGEORGE, General Manager**

### **Contact Information**

Cell # - 203.258-8342

Email – [LPapageorge@safetymarking.net](mailto:LPapageorge@safetymarking.net)

Office # - 203.814-3401

### ***Safety Marking, Inc.***

255 Hancock Avenue  
Bridgeport, CT 06605

### **Position**

(203) 333 - 6870  
**General Manager**

### **Experience**

- Employed by Safety Marking since 1991
- Managed various construction and maintenance projects in 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.
- 

### **Additional Training**

- First Aid & CPR certified
- OSHA 10
-



## **David Steffens**

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### **Contact Information**

Cell # - 203. 258-7364  
Office # - 203.814-3402

Email - [dsteffens@safetymarking.net](mailto:dsteffens@safetymarking.net)

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

### **Position**

**Operations Manager**

### **Experience**

- B.S. in Marketing - Plymouth State University
- Employed by Safety Marking since 1994
- Experienced Operations Manager since 1997
- Managed various DOT construction and maintenance projects in CT, NY & RI ranging in value from \$10,000 to \$8,000,000
- Working knowledge of all MUTCD, DOT, & FAA specs and regulations.
- Experienced in new and phase construction
- Experienced in all phases of line striping operations



## **James Cody**

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### **Contact Information**

Cell # - 860.601-8236  
Office # - 203.814-3423

Email - [jcody@safetymarking.net](mailto:jcody@safetymarking.net)

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

### **Position**

**Long Island Superintendent**

### **Experience**

- Employed by Safety Marking since 1996
- 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
- 32 Years experience in the line striping industry

### **Additional Training**

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



## **Patrick J. Clyne**

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### **Contact Information**

Cell # - 203. 258-7367  
Office # - 203.814-3410

Email - [pjclyne@safetymarking.net](mailto:pjclyne@safetymarking.net)

***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 \$6,000,000
- 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





## **William Orsini**

---

**Contact  
Information**

Cell # - 203.509-3720  
Office # -203.333-6870

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

**Position**

**Foreman**

**Experience**

- Employed by Safety Marking since 2004
- Managed various construction and maintenance projects in CT & NY ranging in value from \$10,000 to \$2,000,000
- 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
- 10 Hr OSHA Certified

Equipment	Description	Year	Make	Model	Vin #	Marker#	
ATTENUATOR CONE RACK							
CT-0051	AT-51	ATTENUATOR/CONE/MSGBRD	2005	ISUZU	FXR	4GTM8F1385F700860	39705-A
CT-0052	AT-52	ATTENUATOR/CONE/FLATBED	2005	ISUZU	FXR	4GTM8F1375F700879	39863-A
CT-0053	AT-53	ATTENUATOR/CONE/MSGBRD	2006	ISUZU	FXR	4GTM8F1336F700265	59674A
CT-0054	AT-54	ATTENUATOR/SIGNBOARD	2000	INTERNATIO	4700	1HTSCAAM21H331594	K61437
CT-0055	AT-55	ATTENUATOR/SIGNBOARD	2000	INTERNATIO	4700	1HTSCAAM9YH315452	K67593
CT-0056	AT-56	ATTENUATOR/TAPE TRUCK	2003	FREIGHTLIN	FL 70	1FVABTAKX3HK38593	47973-A
CT-0057	AT-57	ATTENUATOR/CONE/FLATBED	2010	FORD	F750	3FRXF7FFXAV275369	49360A
CT-0058	AT-58	ATTENUATOR/CONE/RACK BODY	2010	FORD	F-750	3FRXF7FG8AV271152	50431A
CT-0059	AT-59	ATTENUATOR/CONE/RACK BODY	2010	FORD	F-750	3FRXF7FE5AV274217	50430A
CT-0060	AT-60	ATTENUATOR/MESSAGE BOARD	2004	INTERNATIO	4300	1HTMMAAL14H663124	K79890
CT-0061	AT-61	ATTENUATOR/MESSAGE BOARD	2004	INTERNATIO	4300	1HTMMAAL84H663122	102775-RI
CT-0062	AT-62	ATTENUATOR/MESSAGE BOARD	2011	INTERNATIO	4300	1HTJTSKL4BH363813	K95995
CT-0063	AT-63	ATTENUATOR/MESSAGE BOARD	2011	INTERNATIO	4300	1HTJTSKL7BH363806	K95994
CT-0064	AT-64	ATTENUATOR/MESSAGE BOARD	2000	GMC/ISUZU	FTR	1GDM7C1C1YJ515307	32655A
CT-0065	AT-65	ATTENUATOR CONE MESSAGE B	2015	FORD	F-750	3FRXF7FL1FV003113	57103A
CT-0066	AT-66	ATTENUATOR/CONE/MSGBRD	2016	INTERNATIO	4300 SBA 4	1HTMMMN5GH283142	58173A
CT-0067	AT-67	ATTENUATOR/CONE/MSGBRD	2008	FORD	F-750	3FRXF75C88V075270	48963A
BOX TRUCK							
BX-0007	V-7	BOX TRUCK	1999	CHEVROLET	W-4	J8BC4B140X7015136	J-87321
BX-0010	V-10	BOX TRUCK	2006	ISUZU	NQR	JALE5B16967903395	K38457
BX-0011	V-11	BOX TRUCK	2003	ISUZU	NQR	JALE5B14437902164	K71639
BX-0013	V-13	BOX TRUCK	2010	ISUZU	NQR	JALE5W162C7900213	K83845
BX-0014	V-14	BOX TRUCK	2004	ISUZU	FRR	JALF5C13647700946	J22139
BX-0015	AV-15	AIRPORT BOX VAN	2012	FORD	F-750	3FRXF7FE7BV692327	53640A
BX-0016	AV-16	AIRPORT BOX VAN	2015	FORD	F-750	3FRXW7FE7FV720150	57102A
BX-0017	V-17	BOX TRUCK	2012	ISUZU	NPR	JALC4W164C7002206	AB10954
BX-0018	V-18	BOX TRUCK	2012	ISUZU	NPR	JALC4W160C7002199	AB10953
BX-0019	V-19	BOX TRUCK	2012	ISUZU	NPR	JALC4W16XC7002324	AB52549
BX-0020	V-20	BOX TRUCK	2010	ISUZU	NPR	JALE5W162A7900435	AE05890
BX-0021	AV-21	AIRPORT BOX VAN	2017	FORD	F-750	1FDYW7DE8HDB06518	61110A
BX-0022	AV-22	AIRPORT BOX VAN	2017	FORD	F-750	1FDYW7DE6HDB06517	61179A
BX-0023	V-23	BOX TRUCK	2001	GMC	W55042	J8DE5B14917900973	K90616
BROOM							
BR-0004	BCT-4	BROOM/CONE TRUCK	2004	GMC	WT550	J8DF5C13147700451	K-38467
SW-0002	S-2	BROOM BEAR SWEEPER	2000	FREIGHTLIN	FL70	1FV6HJBA6YHG76794	31304-A
CAR							
CR-0015	CAR-15	CODYS TAHOE	2011	CHEVY	TAHOE	1GNSKAE01BR311430	488YYZ
CR-0016	CAR-16	JACKS JEEP	2013	JEEP	GR CHK	1C4RJFCTOEC239437	912UAN
CR-0017	CAR-17	DEKES JEEP	2014	JEEP	GR CHK	1C4RJFBG1EC415173	AL70672
CR-0018	CAR-18	MARKS JEEP	2015	JEEP	GR CHK	1C4RJFCT5FC914443	8AWAE1
CR-0019	CAR-19	LUKES EQUINOX	2017	CHEVY	EQUINOX	2GNFLFEK7H6279763	C102225
DUMP							
DT-0003	D-3	DUMP TRUCK	2005	STERLING	ACTERRA	2FZACGS05AU32815	41892A
DT-0005	D-5	DUMP TRUCK	2008	FREIGHTLIN	M2	1FVHCYBS38HAB0237	57608A

Equipment	Description	Year	Make	Model	Vin #	Marker#
<b>EPOXY</b>						
EP-0013	ED-13	2008	ISUZU	FVR	4GTJ7F1B68F700146	K47988
EP-0014	E-14	2009	PETERBILT	320	3BPZL00XX9F719864	47727A
EP-0015	EB-15	2002	ISUZU	FTR	4GTK7C1382J700679	J-85500
EP-0016	E-16	2011	PETERBILT	320	3BPZL70X2CF160021	59673A
EP-0017	E-17	2014	PETERBILT	320	3BPZHJ8XXEF247476	55221A
EP-0018	E-18	2015	PETERBILT	320	3BPZLJ0X9FF292579	57850A
EP-0019	E-19	2016	PETERBILT	320	3BPZLJ0X5GF100785	60090A
EP-0020	ED-20	2017	PETERBILT	220	3BPPHM7X8HF591273	58958A
EP-0021	ED-21	2017	PETERBILT	220	3BPPHM7XXHF591274	58959A
EP-0022	ED-22	2016	ISUZU	NRR	JALE5W164G7303148	AB06911
EP-0023	E-23	2018	PETERBILT	520	3BPDHJ8X0JF177796	60960A
EP-0024	E-24	2018	PETERBILT	520	3BPDHJ8X4JF188470	61955A
EP-0025	ED-25	2018	ISUZU	NRR	JALE5W163J7304380	AE29929
EP-0026	E-26	2019	PETERBILT	520	3BPDKJ8XXKF102963	63798A
<b>FLATBED</b>						
FL-0059	CT-59	2000	ISUZU	NPR	JALC4B141Y7017437	K13712
FL-0060	CT-60	2000	CHEV	W5500	J8BE5B146Y7901386	K32457
FL-0061	CT-61	2000	ISUZU	NPR	JALB4B14817004119	K38454
FL-0062	CT-62	2001	ISUZU	NPR	JALB4B14927005085	K38456
FL-0063	CT-63	2005	FORD	F-450	1FDXP46P65EA40369	K47843
FL-0064	CT-64	2015	ISUZU	NRR	JALE5W169F7301832	L25300
FL-0065	CT-65	2015	ISUZU	NRR	JALE5W16XF7301998	L22273
FL-0066	CT-66	2001	ISUZU	FRR	JALF5C13017701165	J78839
FL-0067	CT-67	2000	ISUZU	FRR	JALF5C131Y7701475	J71130
FL-0068	CT-68	1998	ISUZU	NQR	JALC4B1K1W7001153	J-87713
FL-0069	CT-69	2003	ISUZU	FRR	JALF5C13637700816	K10847
<b>DETAIL GLUE</b>						
GL-0004	D-4	2004	INTERNATIO	4000	1HTMMAAMX4H680917	K90617
<b>GRINDING</b>						
GR-0008	G-8	2006	ISUZU	FXR	4GTP8F1346F700109	41849A
GR-0009	SAW-9	2006	ISUZU	FXR	4GTP8F1396F700414	44622A
GR-0010	G-10	2009	ISUZU	FVR	4GTK7F1B09F700004	K58329
GR-0011	G-11	2008	ISUZU	FTR	4GTK7F1B68F700328	K78639
GR-0012	G-12	2009	ISUZU	T7F042	4GTJ7F1B59F700074	K92585
GR-0014	G-14	2006	CHEVY	T7F042	1GBJ7F1386F417159	K94655
GR-0015	SAW-15	2015	PETERBILT	320	3BPZHJ8XOFF256690	55220A
GR-0016	G-16	2017	PETERBILT	220	3BPPHM7X6HF591272	58960A
GR-0017	G-17	2018	PETERBILT	220	3BPPHM7X9JF591577	61111A
<b>PICKUP</b>						
PI-0005	P-5	2002	CHEVROLET	S-10 PICKU	1GCCS145928193532	3CA604
PI-0006	P-6	2002	FORD	F350 PICKU	1FTSF30F92EA92874	2CW534
PI-0007	P-7	2003	CHEV	SILVERADO	1GCEK19V03E71980	6CX981
PI-0008	P-8	2004	FORD	F250 2WD	1FTNF20P04ED07352	8CX 303
PI-0009	P-9	2005	FORD	F250	1FTSX21515EB82652	19CV50
PI-0010	P-10	2000	FORD	SWR SUPE	1FTNF21F8YEA03391	19CZ03
PI-0011	P-11	2006	FORD	F-250	1FTSF20P46ED24127	57152-RI
PI-0012	P-12	2008	CHEVROLET	SILVERADO	2GCEK13C181115184	64CY39
PI-0013	P-13	2008	CHEVROLET	SILVERADO	2GCEK13CX81177764	64CY40
PI-0014	P-14	2000	CHEVROLET	C2500	1GCGC23R7YF451169	K69153
PI-0015	P-15	2008	FORD	F-350	1FTWF30518ED04104	K58338
PI-0016	P-16	2009	CHEVROLET	SILVERADO	3GCEK13C49G286939	101781-RI
PI-0017	P-17	2017	CHEVY	1500 SILVE	3GCUKREC7HG320281	C102224
PI-0018	P-18	2017	CHEVY	SILVERADO	1GCVKREC0HZ381959	C129521
PI-0019	P-19	2014	CHEVY	1500 SILVE	1GCVKREC7EZ379525	C147861

Equipment	Description	Year	Make	Model	Vin #	Marker#
<b>PAINT</b>						
PT-0019	PT-19 PAINT TRUCK 120 GAL	2006	ISUZU	FXR	JALE5B16567301366	K-38502
PT-0020	PT-20 AIRPORT PAINT TRUCK	2007	GMC	T850	1GDP8F1B47F421913	45689A
PT-0021	PT-21 PAINT TRUCK 120 GAL.	2008	ISUZU	FVR	4GTK7F1B88F700315	K66551
PT-0022	PT-22 PAINT TRUCK 120 GAL	2009	ISUZU	FVR	4GTK7F1B88F700363	K76669
PT-0023	PT-23 PAINT TRUCK 700 GAL	2010	PETERBUILT	320	3BPZH58X1AF107141	48864A
PT-0024	PT-24 PAINT TRUCK 700 GAL	2010	PETERBUILT	320	3BPZH58X1AF107142	48865A
PT-0026	PT-26 PAINT TRUCK 700 GAL	2014	PETERBILT	320	3BPZHJ8X5EF251998	55626A
PT-0027	PT-27 PAINT TRUCK 240 GAL	2016	PETERBILT	220	3BPPHM7XGF591043	58369A
PT-0028	PT-28 PAINT TRUCK 700 GAL	2017	PETERBILT	320	3BPZHJ8X4HF107749	59113A
PT-0029	PT-29 PAINT TRUCK 60 GAL	2017	ISUZU	NRR	JALE5W168H7301940	AB06943
PT-0030	PT-30 PAINT TRUCK 120 GALLON	2018	ISUZU	FTR	54DK6S163JSG00439	AE05617
PT-0031	PT-31 PAINT TRUCK 700 GAL YELLO	2019	PETERBILT	520	3BPDKJ8X8KF104307	63699A
<b>RACK</b>						
RA-0040	R-40 RACK BODY	1999	ISUZU	NQR	07/ JALE5B145X7902468	J44536
RA-0041	R-41 RACK BODY	1999	ISUZU	NQR	JALE5B145X7902471	J44541
RA-0042	R-42 RACK BODY	1999	ISUZU	NQR	07/9 JALE5B147X7902245	J44537
RA-0043	R-43 RACK BODY	2001	ISUZU	NQR	01/01 JALE5B14027900023	J77376
RA-0044	R-44 RACK BODY	2002	ISUZU	NQR	01/01 JALE5B14727900049	J77375
RA-0046	R-46 RACK BODY	2003	ISUZU	NQR	JALE5B14937901382	H-99231
RA-0047	R-47 RACK BODY	2003	ISUZU	NQR	JALE5J14237901928	J-99015
RA-0048	R-48 RACK BODY	2005	ISUZU	NQR	JALE5B16057901162	J17780
RA-0049	R-49 RACK BODY	2006	ISUZU	NQR	JALE5J16567900598	K31130
RA-0050	R-50 RACK BODY	2007	ISUZU	FVR	4GTM7F1347F700022	60549A
RA-0051	R-51 RACK BODY	2008	ISUZU	NQR	JALE5W16187900341	K-47885
RA-0052	R-52 RACK BODY	2011	ISUZU	NQR	JALE5J168B7901822	K82656
RA-0053	R-53 RACK BODY	2015	ISUZU	NRR	JALE5W163F7301566	L22274
<b>RAMP</b>						
RT-0002	RT-2 RAMP TRUCK	1998	ISUZU	NPR	JALC4BIKIW7002965	J-93069
RT-0003	RT-3 RAMP TRUCK	2004	ISUZU	FRR	JALF5C13547700923	K14691
<b>THERMO</b>						
TH-0002	TP-2 THERMO PAINT TRUCK	2004	STERLING	ACTERRA	2FZACGAK34AM18439	36101A
TH-0004	TP-4 THERMO PAINT TRUCK	2016	INTERNATIO	4300	1HTMMMMN2GH210116	57609A
<b>RACK BODY HYDRO-BLAST</b>						
WT-0004	WB-4 HYDROBLAST TRUCK	2016	PETERBILT	320	3BPZX7EX9GF103009	57997A
WT-0005	WB-5 HYDROBLAST TRUCK	2018	PETERBILT	M520	3BPDX7EX1JF196657	61879A
WT-0006	WB-6 HYDROBLAST TRUCK	2019	PETERBILT	M520	3BPDX7EX3KF104160	63493A
WT-0007	WB-7 HYDROBLAST TRUCK	2019	PETERBILT	520	3BPDX7EX1KF103945	64657A

Company Nassau County DPW

Contact Person Richard Kramer

Address 1194 Prospect Avenue

City/State Westbury, NY 11590-2723

Telephone 516.571-1950

Fax # -

E-Mail Address rKramer@nassaucountyny.gov

Company MTA TBTA

Contact Person Glenn Olsen

Address 2 Broadway

City/State New York, NY 10004

Telephone 212.360-2905

Fax # -

E-Mail Address golson@mtatbt.org

## CERTIFICATION

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

I, Mark Kelly, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 26<sup>th</sup> day of March 2019

Caroline Sumner  
Notary Public Caroline Sumner  
My Commission Expires: 1/31/2024

Name of submitting business: Safety Marking, Inc.

By: Mark Kelly  
Print Name  
Signature  
President  
Title

03/26/2019  
Date



## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Mark Kelly - Safety Marking, Inc.  
Date of birth XXXXXXXXXXXX  
Home address XXXXXXXXXXXX  
City/state/zip XXXXXXXXXXXX  
Business address 255 Hancock Avenue  
City/state/zip Bridgport, CT 06612  
Telephone 203.333-6870  
Other present address(es) 460 Boston Ave Bridgport CT 06605, 500 Postwick Ave, Bridgport, CT 06605, 84-05 Kissin Lakes, Westbury, NY 11590, 85 New York Ave, Westbury, NY 11591  
City/state/zip 06605, 06605, 11590, 11590  
Telephone 203.333-6870  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 02/10/1989 Treasurer 02/10/1989  
Chairman of Board   /  /   Shareholder   /  /    
Chief Exec. Officer 02/10/1989 Secretary 05/01/2016  
Chief Financial Officer   /  /   Partner   /  /    
Vice President   /  /     /  /    
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO ☐ If Yes, provide details. Mark Kelly owns 100% shares
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 ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO ☐  
If Yes, provide details. Mark Kelly is the sole officer of Safety Marking of NY, Inc. since May 1, 2016. Safety Marking of NY, Inc. exclusively provides union labor to Safety Marking, Inc.

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO X If Yes, provide details for each such conviction.



- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☒ NO ☐ If Yes, provide details for each such occurrence. *Please see details attached & letter from the President of Safety Marking, Inc.*
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☒ NO ☐ If Yes; provide details for each such investigation. *Please see attached*
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

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

I, Mark Kelly, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 20<sup>th</sup> day of March 2019

Caroline Sumner  
Notary Public Caroline Sumner  
My commission expires: 1/31/2024

Safety Marking, Inc.  
Name of submitting business

Mark Kelly  
Print name

[Signature]  
Signature

President  
Title

03 126 12019  
Date

Item 8 (f) - The Company was involved in a lawsuit filed by two former employees under 42 U.S.C. Sec. 1981, relating to the conduct of five Safety Marking employees that occurred sometime between 2008-2012. In March 2016, a verdict was rendered in favor of the two former employees. The jury held Safety Marking, Inc. liable for the conduct of five of the employees. However, after the verdict, the parties settled the matter confidentially. In Spring 2016, both CTDOT and NYDOT conducted an in depth Contract Compliance Review of Safety Marking, Inc. and both concluded that Safety Marking, Inc. was a responsible bidder.

Item 10 - NYSDOT & CTDOT conducted a compliance review due to the lawsuit and concluded that Safety Marking Inc. to be a responsible contractor and no sanctions were imposed. Please refer to attached letter for more information.

# **SMC** **Safety Marking Inc.**

*Established 1973*

*An Equal Opportunity Employer M/F*

**"OUR REPUTATION IS BUILT ONE LINE AT A TIME."**

## **Letter from the President regarding SMC's involvement in a litigation**

Safety Marking, Inc. feels that it is important to be forth coming that it was indeed the subject of litigation for several years involving two former employees. These two employees alleged that they were victims of discrimination for incidents relating to the conduct of five Safety Marking, Inc. employees that occurred sometime between 2008-2012. The company fought the unsubstantiated litigation through trial and then through post-trial motions, but due to what it believes were grievous errors of law and clearly erroneous rulings by the judge, in March 2016, a verdict was rendered in favor of the two former employees. The jury held Safety Marking, Inc. liable for the conduct of five of the employees. However, after the verdict, the parties settled the matter confidentially. Following the verdict, both CT DOT and NY DOT did their due diligence and investigated Safety Marking and its practices and both concluded that there were no findings of non-responsibility. Both confirmed Safety Marking's status as a responsible contractor and Safety Marking was awarded the contracts.

Safety Marking believes strongly in its EEO policies and employs approximately 50% minorities. Safety Marking and its management do not tolerate harassment or discrimination of any kind and communicate our Company's policies and Complaint Procedures with each and every employee. Our Company's Employee Handbook was updated in 2015 and revised in 2017 and includes all policies and procedures. It has been distributed and reviewed with every employee by our Human Resources Manager who was hired in January 2015. All of our employees, supervisors and managers attend mandatory annual training that is conducted each year by our Human Resources Manager which covers Harassment training and our Company's EEO Policy. And our EEO Policy is posted on our bulletin boards at each of our locations as well as in our Compliance Books that we have on our work sites.

Our company prides itself on our Company's 360 Review processes which we have been doing since 1997. This process gives each employee the opportunity to evaluate every employee, supervisor and manager that he/she works with in the company and has the opportunity to confidentially review the person's ability, attitude and how the person helped, taught or provided the tools to help the employee do their job. In the past, I conducted these reviews with every employee. Last year, we enhanced the process and now each employee meets with three other members of our management team in addition to me in their review process. Each employee sits down with the Safety Director, the Operations Manager, the Human Resources Manager and then I. During these meetings the employee is able to discuss the pertinent aspects of their job, bring up any ideas or suggestions they may have on making things better or any problems or concerns that they may have as well. We spend over three months each year on the employee review process and take it very seriously to ensure that our employees are in

the right position, getting the right tools and training to do their job and address any concerns that they bring to our attention.

Safety Marking, Inc. is committed to providing a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits any unlawful discriminatory practices. Through our continued communications, training and Open Door Policy that we have with our employees, we are confident that our employees feel good about the company that they work for. Unfortunately, anyone can accuse you of something without any witness or proof that it in fact occurred and all you can do is defend yourself. There were many facts that we were not allowed by the judge to be presented to the jury in our defense case which if allowed may have led to a different outcome. But the process is far from being perfect and the grievous errors of law and rulings by the judge only compounded our fate.

Please feel free to contact me with any questions or if you require any further information pertaining to this matter. You can also reach out to our Human Resources Manager, Kelly Lavoie, who would be happy to answer any questions or provide you with any other information you may need. She can be reached at 203-814-3416. We welcome you to visit our operation as well if you wish so that you have a better understanding of what we do. I would be happy to give you a tour of our facility and have you meet our Safety Marking family.

*Mark Kelly*  
Mark Kelly  
President



## Department of Transportation

ANDREW M. CUOMO  
Governor

MATTHEW J. DRISCOLL  
Commissioner

Cathy Calhoun  
Chief of Staff

BY EMAIL and US MAIL

June 6, 2016

Mark Kelly, President  
Safety Marking, Inc.  
255 Hancock Avenue  
Bridgeport, Connecticut 06605

Dear Mr. Kelly,

Safety Marking, Inc. ("Safety Marking") is the putative low bidder on New York State Department of Transportation (the "Department") Contract D253122, a 2016 Durable Pavement Marking Contract. The Department has a statutory responsibility to award contracts to the lowest responsible bidder as will best promote the public interest.

By letter of May 4, 2016, Safety Marking was called in to meet with the Department's Contract Review Unit (CRU) to discuss Safety Marking's status as a responsible contractor following a federal jury verdict awarding punitive and compensatory damages to two Safety Marking employees who sued Safety Marking and a number of the company's employees in the United States District Court for the District of Connecticut. In the lawsuit, Plaintiffs alleged that Safety Marking and the individual defendants created, tolerated, and ignored a racially hostile work environment. The Department was also concerned about the accuracy of the New York State Vendor Responsibility Questionnaire For-Profit Construction form (CCA-2) submitted by Safety Marking in January 2016, which does not disclose this lawsuit.

The Department asked Safety Marking to set forth its position on these issues, and to submit materials for consideration by a CRU panel prior to a May 18, 2016 CRU Meeting. Safety Marking's submissions included a May 12, 2016 letter from Safety Marking's attorney Joshua Hawks-Ladds, which, broadly speaking, stated that the trial suffered from erroneous decisions made by the Judge and that the verdict was improper and would be overturned after post-verdict briefing or on appeal. The May 12 letter also noted that you, as President of Safety Marking, were exonerated. Additionally, the letter explained that after the verdict, Connecticut Department of Transportation officials reviewed Safety Marking's status, and deemed Safety Marking a responsible bidder eligible for award of state contracts.

The May 12 letter also asserted that you did not think the CCA-2 solicited information about the lawsuit. Furthermore, both the letter and attached affidavits state that Jack Matis, Safety Marking's Controller, filled out the CCA-2 and that he was unaware of the lawsuit. Additionally, the letter says that the lawsuit was disclosed to other governmental entities. Accompanying the May 12 letter were submissions including relevant Safety Marking's policies and procedures, training materials, an organization chart, a summary of employment data, submissions to The City of New York Department of Small Business Services disclosing the lawsuit, Plaintiffs' evaluations of fellow employees and Safety Marking, an overview of Safety Marking, and minutes from a post-verdict, company-wide meeting.

#### The CRU Meeting

You, Kelly Lavole, Safety Marking's Human Resources Manager, and Mr. Hawks-Ladds attended the May 18, 2016 CRU Meeting. After introductions and an overview of the CRU meeting process, I summarized the Department's concerns regarding the lawsuit and the CCA-2 reporting. Mr. Hawks-Ladds discussed the lawsuit, and then you discussed the both the lawsuit and Safety Marking more generally. Ms. Lavole gave some background on the process Safety Marking undertook to improve company policies regarding discrimination and harassment. Also discussed was the March 29, 2016 company-wide meeting held shortly after the verdict in the lawsuit, at which you addressed all Safety Marking employees and discussed the company's Anti-Harassment/Anti-Discrimination Policy and Complaint Procedures. The CRU panel and Safety Marking representatives engaged in a discussion of these issues. After the May 18 meeting, in response to a question from the Department, Mr. Hawks-Ladds confirmed that the Safety Marking Employee Handbook, 2015 version, copies of which were distributed at the CRU meeting, contained the Anti-Harassment/Anti-Discrimination Policy and Complaint Procedures referred to in the minutes of the March 29, 2016 company meeting.

#### Determination and Conditions

The Department has considered Safety Marking's submitted materials, presentation and responses at the CRU Meeting, and follow-up communications. The Department finds that Safety Marking is deemed to be the lowest responsible bidder on Contract D263122, subject to compliance with certain conditions. These conditions are as follows:

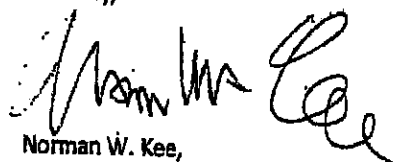
- (1) Safety Marking must revise and resubmit a CCA-2 setting forth the lawsuit and details of the jury verdict. The revised CCA-2 should be submitted no later than June 17, 2016.

(2) Safety Marking must insure that it fulfills Section 105-02 of the Department's Standard Specifications, which addresses the Character of Workers. Section 105-02 requires that work be done under the supervision of a reliable Superintendent, and that orders given by the Engineer will be followed by a foreperson in charge of work at issue. Safety Marking must designate supervisory staff whenever it works on a Department project, and must make that designation known to Department personnel.

The CRU finds that Safety Marking is a responsible contractor and may be awarded Contract D263122, subject to Safety Marking's compliance with the conditions set forth above and all other requirements of the Contract. The Contract award is made in express reliance on Safety Marking's promises and assertions, and its commitment to prevent discrimination and harassment at all times and in all respects. If Safety Marking performs according to its promises and assertions and fulfills the conditions set forth above, then it will continue to be the lowest responsible bidder as will best promote the public interest on Contract D263122, and will remain eligible for award on future Department contracts. Upon award of D263122, Safety Marking agrees to proceed with due diligence to commence work on the same.

Safety Marking understands and agrees that in the event of any future responsibility issue, the Department retains any and all rights that it would have under the terms of its contracts with Safety Marking.

Sincerely,

  
Norman W. Kee,  
Assistant Counsel

Agreed and Accepted:

Safety Marking, Inc.

By:   
Mark Kelly, President

cc: Joshua Hawks-Ladds, Esq.





**STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION**

2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546

Phone: 860-594-3128



June 16, 2016

Mark Kelly, President  
Safety Marking, Inc.  
460 Bostwick Avenue  
Bridgeport, Connecticut 06605

Re: Contractor's Prequalification  
Statement (CON-16)

Dear Mr. Kelly;

This is to notify you that your Firm's subject statement has been found to be satisfactory by this Department.

It will expire June 30, 2019

Your Maximum Capacity Rating is \_\_\_\_\_

Your Construction Group Classifications are:

Group No. 16 Pavement Markings

A Proposal Request (Part "C") can be obtained via this link:  
<http://www.ct.gov/dot/lib/dot/documents/dcontractdev/partc.xls>

No bidders that have mutual financial interests, or common ownership, directors, officers or principal shareholders (i.e., shareholders holding at least five percent [5%] of either the common or the preferred shares of the company's stock) may bid for the same Department contract. Such proscribed bidders shall include, but not be limited to, affiliates and subsidiaries of each other. If any non-bidding party has an ownership interest in more than one bidder that is bidding for a given contract, either directly or through the former's ownership interests in another company, no matter how high up or far removed in a vertical or horizontal chain of ownership that party might be from the bidders, the bids of those bidders shall not be accepted.

In addition, with respect to any given Department contract that is advertised for bidding, no bidder owned by, or in the chain of ownership of, a company which provides surety bonds may bid against a bidder for whom a bond has been or will be provided by that company for the given contract bidding. All bids proscribed by the terms of this paragraph will be rejected by the Commissioner.



## Department of Transportation

ANDREW M. CUOMO  
Governor

PAUL A. KARAS  
Acting Commissioner

JANICE A. McLACHLAN  
Acting Chief Counsel

BY EMAIL and US MAIL

Mark Kelly, President  
Safety Marking, Inc.  
255 Hancock Avenue  
Bridgeport, Connecticut 06605

August 22, 2018

Dear Mr. Kelly,

Safety Marking, Inc. ("Safety Marking") is a potential subcontractor on several New York State Department of Transportation (the "Department") contracts, including D263661, D263682, D263687, D263711, D263724, D263735, and D263744. The Department has a statutory responsibility to award contracts and subcontracts to responsible entities as will best promote the public interest.

In May 2016, Safety Marking met with the Department's Contract Review Unit (CRU) to discuss Safety Marking's status as a responsible contractor following a jury verdict awarding damages to two Safety Marking employees who alleged that Safety Marking created, tolerated, and ignored a racially hostile work environment. The Department was also concerned about the accuracy of the New York State Vendor Responsibility Questionnaire For-Profit Construction form (CCA-2) submitted by Safety Marking in January 2016. Safety Marking was deemed a responsible contractor provided that it submit a corrected CCA-2, and that Safety Marking fulfill Section 105-02 of the Department's Standard Specifications, which requires contractors to designate supervisory staff. Safety Marking complied with these requirements, and that determination was spread to cover numerous subcontracts.

Recently, the CRU learned that The FenceMan, Inc. ("FenceMan"), a company owned by your daughter Samantha Kelly, had its Disadvantaged Business Enterprise ("DBE") certification removed. Among the reasons cited for the removal of certification was: (1) a sharing of resources and employees between Safety Marking and FenceMan; (2) Safety Marking performing work assigned to FenceMan; and (3) FenceMan invoicing for work done by Safety Marking. By letter of August 3, 2018, you were asked to meet with the CRU to address these issues.

Prior to meeting with the CRU, Safety Marking, through an August 16, 2018 letter (the "Response") from attorney Joshua A. Hawks-Ladds, submitted materials for consideration. Stated broadly, the Response notes that "even though [FenceMan] is owned by Mark Kelly's estranged daughter, Samantha, there

never was an 'affiliation' between the two companies and, as relevant to this current inquiry, a complete fracture has occurred between the two companies (and, unfortunately, between Mr. Kelly and his daughter)." The Response adds that "Mark Kelly is estranged from his daughter and has not seen her since December 2017. They barely communicate with each other and their business associations were always limited as described herein and are currently nonexistent."

Additionally, the Response notes that since Samantha Kelly's 2013 acquisition of FenceMan, neither Mr. Kelly nor Safety Marking have had anything to do with FenceMan other than occasionally leasing specialized equipment and personnel to run the equipment, and selling material to FenceMan at fair market value. The Response states that "[t]he leasing of specialized equipment and providing personnel to run the machines is commonplace in the line striping industry because the equipment costs hundreds of thousands of dollars and only certain companies (like Safety Marking) have the wherewithal to buy this equipment and employ the qualified personnel to run it." The Response further states that it has leased equipment and personnel to at least six other line-striping companies.

Safety Marking continued leasing various equipment to FenceMan through 2017. However, in 2018, Safety Marking has not leased any trucks to FenceMan. FenceMan no longer rents property from an LLC affiliated with you. The Response also notes that Safety Marking and FenceMan do not share personnel. "However, the line striping industry is small and personnel often move between companies." Some personnel are hired out of union halls. Others quit Safety Marking, worked for FenceMan, and came back to Safety Marking.

The Response adds that in 2014, over Mr. Kelly's protests, MTA required Safety Marking to subcontract with FenceMan for five years to meet WBE goals. "Safety Marking has contracted with many other DBE/WBE striping companies on numerous occasions and if Mr. Kelly wanted to favor his daughter's company (or enrich his own company) he could have subcontracted out the work to [FenceMan] instead of these other DBE/WBE companies." Lastly, "Safety Marking does not intend to do business with [FenceMan] any longer," unless required to do so.

At the August 21, 2018 meeting with the CRU, the above points made in the Response were further explained. In addition, you, along with Mr. Hawks-Ladds, explained the expense of running epoxy striping equipment due to cost of acquisition, maintenance, and training of personnel.

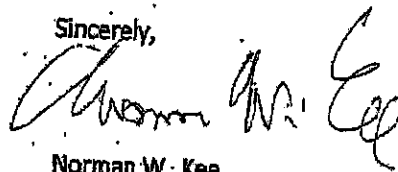
Determination and Conditions

The Department has considered Safety Marking's submitted materials, as well as the presentation and responses from the CRU Meeting. The Department finds that Safety Marking is deemed to be a responsible entity eligible for award of the above referenced subcontracts, subject to compliance with the following conditions:

- (1) If FenceMan is again designated as a DBE or MWBE entity, any business conducted between Safety Marking and FenceMan must be reviewed by an independent monitor, to be hired by Safety Marking and approved by the Department. The independent monitor will report its findings directly to the Department.
- (2) If any entity owned or operated, in whole or part, by Samantha Kelly or any other relative of yours is designated as a DBE or MWBE entity, any business conducted between Safety Marking and that entity must be reviewed by an independent monitor, to be hired by Safety Marking and approved by the Department. The independent monitor will report its findings directly to the Department.
- (3) Safety Marking has an affirmative obligation to inform the Department if it learns that Samantha Kelly or any other relative of yours owns or operates, in whole or part, any entity designated as a DBE or MWBE entity.

Safety Marking understands and agrees that in the event of any future responsibility issue, the Department retains all rights that it would have under the terms of its contracts with Safety Marking.

Sincerely,



Norman W. Kee,  
Assistant Counsel

Agreed and Accepted:

Safety Marking, Inc.

By:   
Mark Kelly, President

cc: Joshua Hawks-Ladds, Esq.

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.

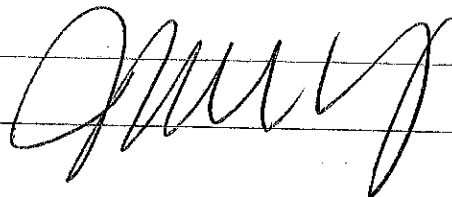
CONTRACTOR'S NAME: Safety Marking, Inc.

TELEPHONE NUMBER: 203.333-6870

WORK SITE OR FACILITY NAME: Nassau County DPW

WORK SITE OR FACILITY ADDRESS OR  
OTHER IDENTIFYING DESCRIPTION: Various locations  
in Nassau County

Signature



3/26/2019  
Date

Mark Kelly, President  
Print Name and Title of Signer

**NO TEXT ON THIS PAGE**

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

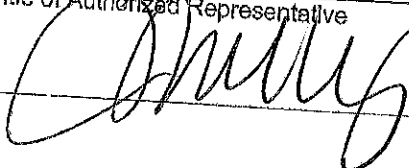
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).  
**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Mark Kelly, President  
Name and Title of Authorized Representative

3/26/19  
m/d/yy

Signature



3/26/19  
Date

Safety Marking, Inc.  
Name of Organization

255 Hancock Ave, Bridgeport, CT 06605  
Address of Organization

U.S. GPO: 1989 OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or 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.



## MacBride Fair Employment Principles

### NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

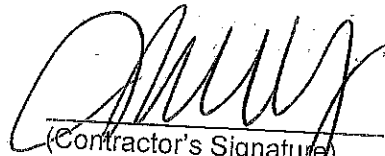
(1) have business operations in Northern Ireland,

Yes \_\_\_ No X

if yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes \_\_\_ No \_\_\_

  
(Contractor's Signature)  
Mark Kelly, President

Safety Marking, Inc.  
(Name of Business)

**NO TEXT ON THIS PAGE**

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

Safety Marking, Inc.

(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number NA

Firm or Corporation's Federal ID Number 06-1267005

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

Municipal Licensing Agency N/A

By: [Signature] Date: March 26, 2019  
(Print) Mark Kelly Title: President

WHERE BIDDER IS A CORPORATION, ADD:

ATTEST: [Signature]  
Mark Kelly Secretary

(CORPORATE)  
(SEAL)

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**SOLE CORPORATE OFFICER ACKNOWLEDGMENT**

STATE OF CONNECTICUT    )  
  ss: Bridgeport  
COUNTY OF FAIRFIELD    )

On this 26th day of March 2019 , before me personally

came Mark K. Kelly personally known to me or proved to me on  
*(Name of Sole Officer)*

the basis of satisfactory evidence to be the individual whose name is subscribed to the within  
instrument and acknowledged to me that he/she executed the same in his/her capacity as  
President and Sole Officer and Director of SAFETY MARKING, INC.

*(Name of Corporation)*

the corporation described in and which executed the within instrument, and acknowledged that  
he/she owns all the issued and outstanding capital stock of said corporation, and that he/she  
signed the within instrument on behalf of said corporation.

*Caroline Sumner*

Notary Public

Caroline Sumner

My Commission Expires: January 31, 2024

The Office of  
**Secretary of the State Denise W. Merrill**

---

## Business Inquiry

### Business Details

Business Name: SAFETY MARKING, INC.

Business ID: 0228841

Business Address: 255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605

Mailing Address: 255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605

Date of Registration: Feb 10, 1989

Annual Report Due Date: 02/07/2019

### Principals Details

Name/Title	Business Address	Residence Address
MARK K. KELLY PRESIDENT, SECRETARY AND TREASURER	255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605	55 WEST ROAD, EASTON, CT, 06612
MARK K. KELLY DIRECTOR	255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605	55 WEST ROAD, EASTON, CT, 06612

### Agent Summary

Agent Name MARK K. KELLY

Agent Business Address C/O SAFETY MARKING, INC., 255 HANCOCK AVENUE, BRIDGEPORT, CT, 06605

Agent Residence Address 55 WEST ROAD, EASTON, CT, 06612

Agent Mailing Address NONE

# QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 46 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 29 YEARS

b. as a Subcontractor 46 YEARS

3. List below the construction projects your firm has under way as of this date: PLEASE SEE ATTACHED

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
--------------------	------------------	----------------------	---

(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:

PLEASE SEE ATTACHED

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
--------------------	------------------	----------------------	---

(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.

**NO TEXT ON THIS PAGE**



OWNER, ADDRESS, & TELEPHONE NO.	CONTRACT	LOCATION	TYPE OF WORK	CONTACT	START DATE	% COMPLETE	ESTIMATED COMPLETE DATE
STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION 250 VETERANS MEMORIAL HIGHWAY HAUPPAUGE, N.Y. 11788-5518 (631)420-7333	d2633	NASSAU/SUFFOLK COUNTIES	INSTALLATION OF DURABLE PVMT MKGS VARIOUS	J. DIONISIO (631)918-2539	5/19	0.0	8/20
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	18PSX0127AB	CT DISTRICTS 1,2,3,4	INSTALLATION OF EPOXY PVMT MKGS NON-INTERSTATE, EXPRESSWAYS & ROADWAYS	DIST.1-BETH LANE (860)-258-4518 DIST.2-BILL CARON (860)-564-7371 DIST.3-DAVID PADDEN (203)488-8450 DIST.4-CLIFTON HENDERSON (860)585-2715	09/18	30.0	08/21
COUNTY OF SUFFOLK SUFFOLK CTY DEPT OF PUBLIC WORKS 335 YAPHANK AVENUE YAPHANK, NY 11980	CP-6037	VARIOUS IN SUFFOLK CTY	PAVEMENT MKGS REPLACEMENT PROGRAM - VARIOUS ROADWAYS COUNTY-WIDE	WILLIAM HILMAN (631)852-4002	5/18	50.0	12/20
RHODE ISLAND DEPARTMENT OF TRANSPORTATION TWO CAPITOL HILL-ROOM 110 PROVIDENCE, RI 02903 (401)478-2570	2018-CT-025	STATEWIDE STRIPING-CENTRAL	EPOXY PVMT STRIPING	JAMES DELEO (401)265-8352	08/18	50.0	11/19
RHODE ISLAND DEPARTMENT OF TRANSPORTATION TWO CAPITOL HILL-ROOM 110 PROVIDENCE, RI 02903 (401)478-2570	2018-CT-026	STATEWIDE STRIPING-SOUTH	EPOXY PVMT STRIPING	JAMES DELEO (401)265-8352	08/18	50.0	11/19
TOWN OF ISLIP MACARTHUR AIRPORT 100 ARRIVAL AVE RONKONKOMA, NY 11779	DAT 2017-5	MACARTHUR AIRPORT	RUNWAY RUBBER AND PAINT REMOVAL AND RE-PAINTING SERVICES	CARL VOGT 9631)467-3300	12/17	30.0	12/22

QUESTION NO. 3

SAFETY MARKING, INC.  
CONSTRUCTION EXPERIENCE  
PRIME CONTRACTS IN PROGRESS

PAGE 2

OWNER, ADDRESS, & TELEPHONE NO.	CONTRACT	LOCATION	TYPE OF WORK	CONTACT	START DATE	% COMPLETE	ESTIMATED COMPLETE DATE
COUNTY OF WESTCHESTER 148 MARTINE AVENUE WHITE PLAINS, NY 10601 (914)995-2594	WCA14006	WESTCHESTER CTY AIRPORT	RUNWAY AND TAXIWAY PAINTING AND RUBBER REMOVAL	TOM RUMBARGER (914)995-4885	8/14	95.0	07/19
MTA BRIDGES AND TUNNELS (TBTA) 2 BROADWAY NEW YORK, NY 10004	13-MNT-2911	NEW YORK CITY	PLACEMENT & REMOVAL OF TRAFFIC PVMT MKGS AT VARIOUS AUTHORITY FACILITIES	GLENN OLSEN (212)360-2905	5/14	90.0	5/19
PORT AUTHORITY OF NY AND NJ 225 PARK AVENUE, SOUTH NEW YORK, NY 10003	4600009777	JFK, LGA, EWR, TEB AIRPORTS	REMOVAL OF EPOXY AND LATEX PAINT AND APPLICATION OF LATEX PAINT	JFK-MARCELO MORELLI (718)244-3787 LGA-LIZZETTE ROBLES (718)533-3600 EWR-WARD HOEKSTRA (973)961-6804 TEB-PAM PHILLIPS (201)807-4018	4/14	60.0	11/20
COUNTY OF DUTCHESS DEPARTMENT OF PUBLIC WORKS 38 DUTCHESS TURNPIKE POUGHKEEPSIE, NY 12603 (845)486-2925	DCH-2017-03	DUTCHESS CTY ROADS	EPOXY & PAINT PAVEMENT STRIPING	MATTHEW DAVIS (845)486-2925	07/17	75.0	11/19

## QUESTION NO. 4

SAFETY MARKING, INC.  
WORK EXPERIENCE  
PRIME CONTRACTS 2016-2018

PAGE 1

OWNER, ADDRESS, & TELEPHONE NO.	CONTRACT NUMBER	LOCATION	PROJECT/CONTRACT DESCRIPTION	CONTACT	START DATE	COMPLETE DATE
RHODE ISLAND DEPARTMENT OF TRANSPORTATION TWO CAPITOL HILL-ROOM 110 PROVIDENCE, RI 02903 (401)478-2570	2017-CT-001	STATEWIDE STRIPING-EAST BAY	EPOXY PVMT STRIPING	JAMES DELEO (401)265-8352	06/17	11/18
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	16PSX0035	CT DISTRICTS 1,2,3,4	INSTALLATION OF EPOXY PVMT MKGS NON-INTERSTATE, EXPRESSWAYS & ROADWAYS	DIST.1-BETH LANE (860) 258-4518 DIST.2-BILL CARON (860) 564-7371 DIST.3-DAVID PADDEN (203)488-8450 DIST.4-CLIFTON HENDERSON (860)585-2715	06/16	11/18
STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION 250 VETERENS MEMORIAL HIGHWAY HAUPPAUGE, N.Y. 11788-5518 (631)420-7333	D263305	NASSAU/SUFFOLK COUNTIES	INSTALLATION OF DURABLE PVMT MKGS VARIOUS	J. DIONISIO (631)918-2539	06/17	7/18
RHODE ISLAND DEPARTMENT OF TRANSPORTATION TWO CAPITOL HILL-ROOM 110 PROVIDENCE, RI 02903 (401)478-2570	2015-CT-094	STATEWIDE STRIPING-CENTRAL	EPOXY PVMT STRIPING	JAMES DELEO (401)265-8352	06/17	12/17
COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS 1550 FRANKLIN AVENUE MINEOLA, NY 11501-4822	H62153A	NASSAU COUNTY	PAVEMENT MARKING IMPROVEMENTS - PHASE 8	RICHARD KRAMER (516)571-1950	5/17	10/17
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	174-415	VARIOUS IN DISTRICT 4	INSTALLATION OF CENTERLINE RUMBLE STRIPS	CRAIG ALBERT (860)321-7428	10/17	10/17

## QUESTION NO. 4

SAFETY MARKING, INC.  
WORK EXPERIENCE  
PRIME CONTRACTS 2016-2018

PAGE 2

OWNER, ADDRESS, & TELEPHONE NO.	CONTRACT NUMBER	LOCATION	PROJECT/CONTRACT DESCRIPTION	CONTACT	START DATE	COMPLETE DATE
STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION 250 VETERANS MEMORIAL HIGHWAY HAUPPAUGE, N.Y. 11788-5518 (631)420-7333	D263122	NASSAU/SUFFOLK COUNTIES	INSTALLATION OF DURABLE PVMT MKGS VARIOUS	J. DIONISIO (631)918-2539	6/16	7/17
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	171-403	VARIOUS IN DISTRICT 1	EPOXY PVMT MKG INSTALLATION AND GROOVING ON VARIOUS ROUTES	DANIEL STAFKO (203)389-3156	6/16	9/16
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	172-445	VARIOUS IN DISTRICT 2	EPOXY PVMT MKG INSTALLATION AND GROOVING ON VARIOUS ROUTES	MICHAEL WASHINGTON (860)823-3105	6/16	9/16
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	173-459	VARIOUS IN DISTRICT 3	EPOXY PVMT MKG INSTALLATION AND GROOVING ON VARIOUS ROUTES	STEVE HEBERT (203)389-3154	6/16	10/16
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	174-398	VARIOUS IN DISTRICT 4	EPOXY PVMT MKG INSTALLATION AND GROOVING ON VARIOUS ROUTES	MARK SOSNOWSKI (203)591-3576	6/16	10/16
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	171-386	VARIOUS IN DISTRICT 1	EPOXY PVMT MKG INSTALLATION AT PUBLIC RAILROAD/HIGHWAY AT GRADE CROSSINGS	DANIEL STAFKO (203)389-3156	4/16	7/16
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	170-3315	VARIOUS IN DISTRICT 3-4	EPOXY PVMT MKG INSTALLATION AT PUBLIC RAILROAD/HIGHWAY AT GRADE CROSSINGS	VINCENT D'ALEO (203)591-3567	7/16	11/16

QUESTION NO. 4

SAFETY MARKING, INC.  
WORK EXPERIENCE  
PRIME CONTRACTS 2016-2018

PAGE 3

OWNER, ADDRESS, & TELEPHONE NO.	CONTRACT NUMBER	LOCATION	PROJECT/CONTRACT DESCRIPTION	CONTACT	START DATE	COMPLETE DATE
COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS 1550 FRANKLIN AVENUE MINEOLA, NY 11501-4822	H62153	NASSAU COUNTY	PAVEMENT MARKING IMPROVEMENTS - PHASE 7	RICHARD KRAMER (516)571-1950	10/15	10/16
STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION 250 VETERANS MEMORIAL HIGHWAY HAUPPAUGE, N.Y. 11788-5518 (631)420-7333	D262821	NASSAU/SUFFOLK COUNTIES	INSTALLATION OF DURABLE PVT MKGS VARIOUS	J. DIONISIO (631)918-2539	06/15	6/16
COUNTY OF DUTCHESS DEPARTMENT OF PUBLIC WORKS 38 DUTCHESS TURNPIKE POUGHKEEPSIE, NY 12603 (845)486-2925	DCH-2014-07	DUTCHESS CTY ROADS	EPOXY & PAINT PAVEMENT STRIPING	JOSEPH KELLEY (845)206-1328	7/14	12/16

- 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.

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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. please see Attached.

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



**NO TEXT ON THIS PAGE**

Question # 8 - In July 2016, an audit was done by the NYC Parks & Recreation and the finding was a misclassification of Painter-Striper and should have been a Painter-Lineperson resulting in a small underpayment. Payment was made for the underpayments and the matter was resolved.

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

*None*

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
<i>Mark Kelly</i>	<i>President</i>	<i>46 years</i>	<i>All phases of line striping &amp; removal</i>	<i>All capacities</i>
<i>David Steffens</i>	<i>Operations Mgr.</i>	<i>24 years</i>	<i>All phases of line striping &amp; removal</i>	<i>All capacities</i>
<i>James Cody</i>	<i>LI Superintendent</i>	<i>32 years</i>	<i>All phases of line striping &amp; removal</i>	<i>All capacities</i>
<i>Lucas Papageorgis</i>	<i>General Mgr.</i>	<i>27 years</i>	<i>All phases of line striping &amp; removal</i>	<i>All capacities</i>

(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:

*Please see Attached. - Location - Westbury office*

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
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(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.

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Equipment	Description	Year	Make	Model	Vin #	Marker#
<b>ATTENUATOR CONE RACK</b>						
AT-0051	AT-51 ATTENUATOR/CONE/MSGBRD	2005	ISUZU	FXR	4GTM8F1385F700860	39705-A
AT-0052	AT-52 ATTENUATOR/CONE/FLATBED	2005	ISUZU	FXR	4GTM8F1375F700879	39863-A
AT-0053	AT-53 ATTENUATOR/CONE/MSGBRD	2006	ISUZU	FXR	4GTM8F1336F700265	59674A
AT-0054	AT-54 ATTENUATOR/SIGNBOARD	2000	INTERNATIO	4700	1HTSCAAM21H331594	K61437
AT-0055	AT-55 ATTENUATOR/SIGNBOARD	2000	INTERNATIO	4700	1HTSCAAM9YH315452	K67593
AT-0056	AT-56 ATTENUATOR/TAPE TRUCK	2003	FREIGHTLIN	FL 70	1FVABTAKX3HK38593	47973-A
AT-0057	AT-57 ATTENUATOR/CONE/FLATBED	2010	FORD	F750	3FRXF7FFKAV275369	49360A
AT-0058	AT-58 ATTENUATOR/CONE/RACK BODY	2010	FORD	F-750	3FRXF7FG8AV271152	50431A
AT-0059	AT-59 ATTENUATOR/CONE/RACK BODY	2010	FORD	F-750	3FRXF7FE5AV274217	50430A
AT-0060	AT-60 ATTENUATOR/MESSAGE BOARD	2004	INTERNATIO	4300	1HTMMAAL14H663124	K79890
AT-0061	AT-61 ATTENUATOR/MESSAGE BOARD	2004	INTERNATIO	4300	1HTMMAAL84H663122	102775-RI
AT-0062	AT-62 ATTENUATOR/MESSAGE BOARD	2011	INTERNATIO	4300	1HTJTSKL4BH363813	K95995
AT-0063	AT-63 ATTENUATOR/MESSAGE BOARD	2011	INTERNATIO	4300	1HTJTSKL7BH363806	K95994
AT-0064	AT-64 ATTENUATOR/MESSAGE BOARD	2000	GMC/ISUZU	FTR	1GDM7C1CIYJ515307	32655A
AT-0065	AT-65 ATTENUATOR CONE MESSAGE B	2015	FORD	F-750	3FRXF7FL1FV003113	57103A
AT-0066	AT-66 ATTENUATOR/CONE/MSGBRD	2016	INTERNATIO	4300 SBA 4	1HTMMMN5GH283142	58173A
AT-0067	AT-67 ATTENUATOR/CONE/MSGBRD	2008	FORD	F-750	3FRXF75C88V075270	48963A
<b>BOX TRUCK</b>						
EX-0007	V-7 BOX TRUCK	1999	CHEVROLET	W-4	J8BC4B140X7015136	J-87321
EX-0010	V-10 BOX TRUCK	2006	ISUZU	NQR	JALE5B16967903395	K38457
EX-0011	V-11 BOX TRUCK	2003	ISUZU	NQR	JALE5B14437902164	K71639
EX-0013	V-13 BOX TRUCK	2010	ISUZU	NQR	JALE5W162C7900213	K83845
EX-0014	V-14 BOX TRUCK	2004	ISUZU	FRR	JALF5C13647700946	J22139
EX-0015	AV-15 AIRPORT BOX VAN	2012	FORD	F-750	3FRXF7FE7BV692327	53640A
EX-0016	AV-16 AIRPORT BOX VAN	2015	FORD	F-750	3FRXW7FE7FV720150	57102A
EX-0017	V-17 BOX TRUCK	2012	ISUZU	NPR	JALC4W164C7002206	AB10954
EX-0018	V-18 BOX TRUCK	2012	ISUZU	NPR	JALC4W160C7002199	AB10953
EX-0019	V-19 BOX TRUCK	2012	ISUZU	NPR	JALC4W16XC7002324	AB52549
EX-0020	V-20 BOX TRUCK	2010	ISUZU	NPR	JALE5W162A7900435	AE05890
EX-0021	AV-21 AIRPORT BOX VAN	2017	FORD	F-750	1FDYW7DE8HDB06518	61110A
EX-0022	AV-22 AIRPORT BOX VAN	2017	FORD	F-750	1FDYW7DE8HDB06517	61179A
EX-0023	V-23 BOX TRUCK	2001	GMC	W55042	J8DE5B14917900973	K90616
<b>BROOM</b>						
BR-0004	BCT-4 BROOM/CONE TRUCK	2004	GMC	WT550	J8DF5C13147700451	K-38467
BW-0002	S-2 BROOM BEAR SWEEPER	2000	FREIGHTLIN	FL70	1FV6HJBA6YHG76794	31304-A
<b>CAR</b>						
CR-0015	CAR-15 CODYS TAHOE	2011	CHEVY	TAHOE	1GNSKAE01BR311430	488YYZ
CR-0016	CAR-16 JACKS JEEP	2013	JEEP	GR CHK	1C4RJFCTOEC239437	912UAN
CR-0017	CAR-17 DEKES JEEP	2014	JEEP	GR CHK	1C4RJFBG1EC415173	AL70672
CR-0018	CAR-18 MARKS JEEP	2015	JEEP	GR CHK	1C4RJFCT5FC914443	8AWAE1
CR-0019	CAR-19 LUKES EQUINOX	2017	CHEVY	EQUINOX	2GNFLFEK7H6279763	C102225
<b>DUMP</b>						
DT-0003	D-3 DUMP TRUCK	2005	STERLING	ACTERRA	2FZACGS05AU32815	41892A
DT-0005	D-5 DUMP TRUCK	2008	FREIGHTLIN	M2	1FVHCYBS38HAB0237	57608A

Equipment	Description	Year	Make	Model	Vin #	Marker#
<b>EPOXY</b>						
EP-0013	ED-13 EPOXY DETAIL SPRAY TRUCK	2008	ISUZU	FVR	4GTJ7F1B68F700146	K47988
IP-0014	E-14 EPOXY PAINT TRUCK 700 GAL	2009	PETERBILT	320	3BPZL00XX9F719864	47727A
IP-0015	EB-15 EPOXY PAINT TRUCK BLACK	2002	ISUZU	FTR	4GTK7C1382J700679	J-85500
IP-0016	E-16 EPOXY PAINT TRUCK 700 GAL	2011	PETERBILT	320	3BPZL70X2CF160021	59673A
IP-0017	E-17 EPOXY PAINT TRUCK 450 GAL	2014	PETERBILT	320	3BPZLJ0X9FF247476	55221A
IP-0018	E-18 EPOXY PAINT TRUCK 825 GAL	2015	PETERBILT	320	3BPZLJ0X9FF292579	57850A
IP-0019	E-19 EPOXY PAINT TRUCK 825 GAL	2016	PETERBILT	320	3BPZLJ0X5GF100785	60090A
IP-0020	ED-20 EPOXY DETAIL SPRAY TRUCK	2017	PETERBILT	220	3BPPEM7X8HF591273	58958A
IP-0021	ED-21 EPOXY DETAIL SPRAY TRUCK	2017	PETERBILT	220	3BPPEM7XXHF591274	58959A
IP-0022	ED-22 EPOXY DETAIL SPRAY TRUCK	2016	ISUZU	NRR	JALE5W164G7303148	AB06911
IP-0023	E-23 EPOXY PAINT TRUCK 450 GAL	2018	PETERBILT	520	3BPDHJ8X0JF177796	60960A
IP-0024	E-24 EPOXY PAINT TRUCK 825 GAL	2018	PETERBILT	520	3BPDJXJEX4JF188470	61955A
IP-0025	ED-25 EPOXY DETAIL W/Y SPRAY TR	2018	ISUZU	NRR	JALE5W163J7304380	AE29929
IP-0026	E-26 EPOXY PAINT TRUCK 525 GAL	2019	PETERBILT	520	3BPDKJ8XXKF102963	63798A
<b>ATBED</b>						
L-0059	CT-59 CONE TRUCK	2000	ISUZU	NPR	JALC4B141Y7017437	K13712
L-0060	CT-60 CONE TRUCK	2000	CHEV	W5500	J8BE5B146Y7901386	K32457
L-0061	CT-61 CONE TRUCK	2000	ISUZU	NPR	JALB4B14817004119	K38454
L-0062	CT-62 CONE TRUCK	2001	ISUZU	NPR	JALB4B14927005085	K38456
L-0063	CT-63 CONE TRUCK	2005	FORD	F-450	1FDXF46P65EA40369	K47843
L-0064	CT-64 CONE TRUCK	2015	ISUZU	NRR	JALE5W169F7301832	L25300
L-0065	CT-65 CONE TRUCK	2015	ISUZU	NRR	JALE5W16XF7301998	L22273
L-0066	CT-66 CONE TRUCK	2001	ISUZU	FRR	JALF5C13017701165	J78839
L-0067	CT-67 CONE TRUCK	2000	ISUZU	FRR	JALF5C131Y7701475	J71130
L-0068	CT-68 CONE TRUCK	1998	ISUZU	NQR	JALC4B1K1W7001153	J-87713
L-0069	CT-69 CONE TRUCK	2003	ISUZU	FRR	JALF5C13637700816	K10847
<b>TAIL GLUE</b>						
L-0004	D-4 DETAIL GLUE TRUCK	2004	INTERNATIO	4000	1HTMMAAMX4H680917	K90617
<b>GRINDING</b>						
R-0008	G-8 GRINDING TRUCK	2006	ISUZU	FXR	4GTP8F1346F700109	41849A
R-0009	SAW-9 GROOVING TRUCK	2006	ISUZU	FXR	4GTP8F1396F700414	44622A
R-0010	G-10 GRINDING TRUCK	2009	ISUZU	FVR	4GTK7F1B09F700004	K58329
R-0011	G-11 GRINDING TRUCK	2008	ISUZU	FTR	4GTK7F1B68F700328	K78639
R-0012	G-12 GRINDING TRUCK	2009	ISUZU	T7F042	4GTJ7F1B59F700074	K92585
R-0014	G-14 GRINDING TRUCK	2006	CHEVY	T7F042	1GBJ7F1386F417159	K94655
R-0015	SAW-15 GROOVING TRUCK	2015	PETERBILT	320	3BPZLJ0XOFF256690	55220A
R-0016	G-16 GRINDING TRUCK	2017	PETERBILT	220	3BPPEM7X6HF591272	58960A
R-0017	G-17 GRINDING TRUCK	2018	PETERBILT	220	3BPPEM7X9JF591577	61111A
<b>PICKUP</b>						
I-0005	P-5 S-10 PICKUP	2002	CHEVROLET	S-10 PICKU	1GCCS145928193532	3CA604
I-0006	P-6 F350 PICKUP	2002	FORD	F350 PICKU	1FTSF30F92EA92874	2CW534
I-0007	P-7 PICK-UP	2003	CHEV	SILVERADO	1GCEK19V03E71980	6CX981
I-0008	P-8 F250 PICKUP	2004	FORD	F250 2WD	1FTNF20P04ED07352	8CX 303
I-0009	P-9 F250 PICKUP	2005	FORD	F250	1FTSX21515EB82652	19CV50
I-0010	P-10 PICK-UP	2000	FORD	SWR SUPE	1FTNF21F8YEA03391	19C203
I-0011	P-11 PICK-UP	2006	FORD	F-250	1FTSF20P46ED24127	57152-RI
I-0012	P-12 PICKUP	2008	CHEVROLET	SILVERADO	2GCEK13C181115184	64CY39
I-0013	P-13 PICKUP	2008	CHEVROLET	SILVERADO	2GCEK13CX81177764	64CY40
I-0014	P-14 PICKUP	2000	CHEVROLET	C2500	1GCCG23R7YF451169	K69153
I-0015	P-15 F-350 PICKUP	2008	FORD	F-350	1FTWF30518ED04104	K58338
I-0016	P-16 CHEVY SILVERADO 4X4	2009	CHEVROLET	SILVERADO	3GCEK13C49G286939	101781-RI
I-0017	P-17 1500 SILVERADO	2017	CHEVY	1500 SILVE	3GCUKREC7HG320281	C102224
I-0018	P-18 1500 SILVERADO	2017	CHEVY	SILVERADO	1GCVKREC0HZ381959	C129521
I-0019	P-19 1500 SILVERADO	2014	CHEVY	1500 SILVE	1GCVKREC7EZ379525	C147861

Equipment	Description	Year	Make	Model	Vin #	Marker#
<b>INT</b>						
T-0019	PT-19 PAINT TRUCK 120 GAL	2006	ISUZU	FXR	JALE5B16567301366	K-38502
T-0020	PT-20 AIRPORT PAINT TRUCK	2007	GMC	T850	1GDP8FLB47F421913	45689A
T-0021	PT-21 PAINT TRUCK 120 GAL.	2008	ISUZU	FVR	4GTK7F1B88F700315	K66551
T-0022	PT-22 PAINT TRUCK 120 GAL	2009	ISUZU	FVR	4GTK7F1B88F700363	K76669
T-0023	PT-23 PAINT TRUCK 700 GAL	2010	PETERBUILT	320	3BPZH58X1AF107141	48864A
T-0024	PT-24 PAINT TRUCK 700 GAL	2010	PETERBUILT	320	3BPZH58X1AF107142	48865A
T-0026	PT-26 PAINT TRUCK 700 GAL	2014	PETERBILT	320	3BPZHJ8X5EF251998	55626A
T-0027	PT-27 PAINT TRUCK 240 GAL	2016	PETERBILT	220	3BPPHM7XGF591043	58369A
T-0028	PT-28 PAINT TRUCK 700 GAL	2017	PETERBILT	320	3BPZHJ8X4HF107749	59113A
T-0029	PT-29 PAINT TRUCK 60 GAL	2017	ISUZU	NRR	JALE5W168H7301940	AB06943
T-0030	PT-30 PAINT TRUCK 120 GALLON	2018	ISUZU	FTR	54DK6S163JSG00439	AE05617
T-0031	PT-31 PAINT TRUCK 700 GAL YELLO	2019	PETERBILT	520	3BPDKJ8X8KF104307	63699A
<b>CK</b>						
A-0040	R-40 RACK BODY	1999	ISUZU	NQR	07/ JALE5B145X7902468	J44536
A-0041	R-41 RACK BODY	1999	ISUZU	NQR	JALE5B145X7902471	J44541
A-0042	R-42 RACK BODY	1999	ISUZU	NQR	07/9 JALE5B147X7902245	J44537
A-0043	R-43 RACK BODY	2001	ISUZU	NQR	01/01 JALE5B14027900023	J77376
A-0044	R-44 RACK BODY	2002	ISUZU	NQR	01/01 JALE5B14727900049	J77375
A-0046	R-46 RACK BODY	2003	ISUZU	NQR	JALE5B14937901382	H-99231
A-0047	R-47 RACK BODY	2003	ISUZU	NQR	JALE5J14237901928	J-99015
A-0048	R-48 RACK BODY	2005	ISUZU	NQR	JALE5B16057901162	J17780
A-0049	R-49 RACK BODY	2006	ISUZU	NQR	JALE5J16567900598	K31130
A-0050	R-50 RACK BODY	2007	ISUZU	FVR	4GTM7F1347F700022	60549A
A-0051	R-51 RACK BODY	2008	ISUZU	NQR	JALE5W16187900341	K-47885
A-0052	R-52 RACK BODY	2011	ISUZU	NQR	JALE5J168B7901822	K82656
A-0053	R-53 RACK BODY	2015	ISUZU	NRR	JALE5W163F7301566	L22274
<b>MP</b>						
T-0002	RT-2 RAMP TRUCK	1998	ISUZU	NPR	JALC4BIKIW7002965	J-93069
T-0003	RT-3 RAMP TRUCK	2004	ISUZU	FRR	JALE5C13547700923	K14691
<b>ERMO</b>						
H-0002	TP-2 THERMO PAINT TRUCK	2004	STERLING	ACTERRA	2FZACGAK34AM18439	36101A
H-0004	TP-4 THERMO PAINT TRUCK	2016	INTERNATIO	4300	1HTMMMN2GH210116	57609A
<b>CK BODY HYDRO-BLAST</b>						
T-0004	WB-4 HYDROBLAST TRUCK	2016	PETERBILT	320	3BPZX7EX9GF103009	57997A
T-0005	WB-5 HYDROBLAST TRUCK	2018	PETERBILT	M520	3BPDX7EX1JF196657	61879A
T-0006	WB-6 HYDROBLAST TRUCK	2019	PETERBILT	M520	3BPDX7EX3KF104160	63493A
T-0007	WB-7 HYDROBLAST TRUCK	2019	PETERBILT	520	3BPDX7EX1KF103945	64657A

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.

*James Cody drove and inspected all the roads  
and inventoried the conditions of all the roads.*

(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 long line 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.

*James Cody, LI Superintendent - Resume Attached.*

17. Insurance carried by your firm: *please see attached*

Type	Company	Limits of Coverage	Term
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**NO TEXT ON THIS PAGE**



## **James Cody**

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### **Contact Information**

Cell # - 860.601-8236  
Office # - 203.814-3423

Email - [jcody@safetymarking.net](mailto:jcody@safetymarking.net)

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

### **Position**

**Long Island Superintendent**

### **Experience**

- Employed by Safety Marking since 1996
- 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
- 32 Years experience in the line striping industry

### **Additional Training**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2019

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

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

PRODUCER TriPoint 21C Arts Center Court Avon CT 06001	CONTACT NAME: Christine Dodds PHONE (A/C No. Ext): (860) 618-1104 FAX (A/C No.): (860) 499-5352 E-MAIL: cdodds@tripointins.com ADDRESS: cdodds@tripointins.com
INSURED Safety Marking, Inc. 255 Hancock Avenue Bridgeport CT 06605	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance 16535 INSURER B: Endurance Assurance Corporation 11551 INSURER C: American Zurich Insurance Company 40142 INSURER D: Markel American Insurance Company 28932 INSURER E: American Guarantee & Liab Ins Co 26247 INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 2018-19

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	Y	GLO0381556-03	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ee occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	Y	BAF0381557-03	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	Y	ELD10004051505	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0381555-03	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability	X	Y	MKLMIEUE100221	7/1/2018	7/1/2019	Each Occurrence/Aggregate \$2M/\$2M
E	Excess Liability			AEC 7564971-00	7/1/2018	7/1/2019	Each Occurrence/Aggregate \$5M/\$5M

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

H62153-11G - Pin No 0760.61 - Nassau County Pavement Marking Improvements - Phase 11  
The County of Nassau; all Municipalities, Municipal Sub-Divisions; and Fee Owners of Properties, Consultants are included as additional insureds on a primary and non-contributory basis for ongoing & completed operations on the policies per the attached forms if required by written contract with the name insured. Waiver of subrogation in favor of additional insureds shall apply if required by written contract with the named insured. 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

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County DPW  
1194 Prospect Avenue  
Westbury, NY 11590-2723

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

C Dodds/CZHANG

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COMMENTS/REMARKS

insurance.

For Bidding Purposes Only



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/22/2019

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).

<b>PRODUCER</b> TriPoint 21C Arts Center Court  Avon CT 08001		<b>CONTACT NAME:</b> Christine Dodds <b>PHONE (A/C, No, Ext):</b> (860) 618-1104 <b>FAX (A/C, No):</b> (860) 498-5352 <b>E-MAIL ADDRESS:</b> cdodds@tripointins.com	
<b>INSURED</b>  Safety Marking, Inc. 255 Hancock Avenue  Bridgeport CT 06605		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> The North River Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 21105	

## COVERAGES

CERTIFICATE NUMBER: 2018-19

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			5228045496	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 Per Proj Agg Cap \$ 30,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

H62153-11G - Pin No 0760.61 - Nassau County Pavement Marking Improvements - Phase 11  
The County of Nassau; all Municipalities, Municipal Sub-Divisions; and Fee Owners of Properties, Consultants are included as additional insureds on a primary and non-contributory basis for ongoing & completed operations on the policies per the attached forms if required by written contract with the named insured. Waiver of subrogation in favor of additional insureds shall apply if required by written contract with the named insured. 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.

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County DPW  
1194 Prospect Avenue

Westbury

NY 11590-2723

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

*Christine Dodds*

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**EXCESS INSURANCE POLICY**

**INTRODUCTION**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to any person or organization who qualifies as an insured in all the underlying policies listed in Item 5 of the Declarations.

The words "we", "us" and "our" refer to the Company stated in Item 3 of the Declarations providing this insurance.

Other words and phrases that appear in capital letters and quotation marks have special meaning. Refer to INSURING AGREEMENT III and other provisions of this policy for such meanings.

**INSURING AGREEMENTS**

**I. COVERAGE**

WE will pay on YOUR behalf the ULTIMATE NET LOSS (1) in excess of all UNDERLYING INSURANCE, and (2) only after all UNDERLYING INSURANCE has been exhausted by the payments of the limits of such insurance for losses arising out of occurrences insured by all of the policies designated in the Declarations as UNDERLYING INSURANCE. If any UNDERLYING INSURANCE does not pay a loss for reasons other than the exhaustion of an aggregate limit of insurance, then WE shall not pay such loss.

If we are prevented by law from paying on YOUR behalf for coverage provided under this insurance, then we will indemnify you.

**For Bidding Purposes Only**

The Definitions, Terms, Conditions, and Exclusions of the "CONTROLLING UNDERLYING INSURANCE" scheduled in Item 5 of the Declarations, in effect at the inception date of this policy, apply to this coverage unless they are inconsistent with provisions of this policy, or relate to premium, subrogation, any obligation to defend, the payment of expenses, limits of insurance, cancellation or any renewal agreement.

**DEFENSE PROVISIONS AND SUPPLEMENTAL PAYMENTS**

**II. DEFENSE PROVISIONS**

WE shall not be called upon to assume charge of the investigation, settlement or defense of any claim made or suit brought against YOU, but WE shall have the right and be given the opportunity to be associated in the defense and trial of any claims or suits relative to any occurrence which, in OUR opinion, may create liability on the part of US under the terms of this policy.

If WE assume such right and opportunity, WE shall not be obligated to defend any suit after the applicable limits of this policy have been exhausted by payment of the ULTIMATE NET LOSS.

**SUPPLEMENTAL PAYMENTS**

The only Supplemental Payments and expense that WE shall pay under this policy are as follows:

- a. All expenses incurred by US and solely at OUR discretion;
- b. All interest on that part of any judgment which accrues after entry of the judgment and before WE have paid, offered to pay, or deposited into court that part of the judgment, payable under this policy,

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT OF CONDITIONS – OTHER INSURANCE  
ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

**EXCESS INSURANCE POLICY**

Condition K. **OTHER INSURANCE** is hereby deleted and replaced by the following:

If other insurance (whether such insurance is stated to be primary, contributing, excess or contingent), collectable or not, is available to YOU covering a loss also covered by this policy, other than a policy that is specifically written to apply excess of this policy, the insurance afforded by this policy shall apply in excess of and shall not contribute with other such insurance.

However, the insurance afforded by this policy is primary to and will not contribute with any other insurance, other than UNDERLYING INSURANCE, available to a person or entity as a named insured that qualifies as an additional insured under this policy pursuant to the terms of a written contract requiring you to identify such person or entity as an additional insured subject to the following limitations:

1. Coverage for the additional insured under this policy is primary to and will not contribute with the other insurance only if the written contract specifically requires that the coverage provided by this policy be primary to and not contribute with the other insurance;
2. Coverage for the additional insured applies only with respect to liability caused by the acts, errors or omissions of the named insured, or by those acting on behalf of the named insured, in the performance of work or operations performed for the additional insured by the named insured, or by those acting on behalf of the named insured, pursuant to a written contract (a) currently in effect or becoming effective during the term of the policy and (b) executed prior to the occurrence or accident giving rise to the loss;
3. The Limits Of Insurance applicable to the additional insured under this policy are the minimum limits required in the written contract that are within the limits of this policy, or those specified in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations; and
4. Coverage for the additional insured only applies if (a) the additional insured qualifies as an insured or additional insured in all UNDERLYING INSURANCE and (b) the additional insured's loss is covered for the full limits provided by such UNDERLYING INSURANCE.

For the purposes of this endorsement, the definition of UNDERLYING INSURANCE under III. DEFINITIONS is hereby deleted and replaced by the following:

UNDERLYING INSURANCE means the policy or policies of insurance as described in Item 5. of

the Declarations of this policy and any policy listed on the Schedule Of Underlying of such UNDERLYING INSURANCE. UNDERLYING INSURANCE also includes CONTROLLING UNDERLYING INSURANCE.

All other terms and conditions remain unchanged.

**For Bidding Purposes Only**



Effective 7/1/2018, this endorsement is attached to and forms a part of Policy Number 5228045496

Issued to: Safety Marking, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Condition O. SUBROGATION is deleted and replaced by the following:

**O. SUBROGATION**

In the event of any payment under this policy by US, WE shall be subrogated to all of YOUR rights of recovery against any person or organization, and YOU shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. YOU shall do nothing after loss to prejudice such rights. However, if all of the Underlying Insurance provides that the insurer agrees to waive any right of recovery it may have against a person or organization when you have agreed to such waiver prior to an occurrence, then we shall waive any right of recovery we may have against that person or organization if you have agreed in writing to such waiver prior to the occurrence.

The amount recovered as subrogation shall be apportioned in the inverse order of payment of the ULTIMATE NET LOSS to the extent of the actual payment. The expenses of all recovery proceedings shall be apportioned in the ratio of respective recoveries.

WE have no duty to provide coverage under this policy unless YOU and any other involved insured have fully complied with the conditions of this policy

## For Bidding Purposes Only

All other terms and conditions of this policy remain unchanged.

---

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AGGREGATE LIMIT AMENDATORY ENDORSEMENT  
PER PROJECT OR PER LOCATION –  
(GENERAL AGGREGATE CAP LIMIT)**

This endorsement modifies insurance provided under the following:

**EXCESS INSURANCE POLICY**

The following is added to **SECTION IV. LIMIT OF LIABILITY**:

If all underlying policies, listed in Item 5 of the Declarations, contain an aggregate limit of liability that applies separately on a "per location" basis or a "per project" basis, OUR aggregate limit of liability will apply separately to each location or each project for which such separate aggregate limit applies.

However, the separate aggregate limits under this endorsement are subject to a General Aggregate Cap Limit shown in the Schedule below. The General Aggregate Cap Limit is the most we will pay for the ULTIMATE NET LOSS in excess of all UNDERLYING INSURANCE for all projects or locations combined.

For the purposes of this endorsement, "per location" and "per project" have the same definitions as those set forth in the ~~CONTROLLING UNDERLYING INSURANCE~~

**For Bidding Purposes Only**

The following paragraph in **SECTION IV. LIMIT OF LIABILITY** does not apply to the "per location" and "per project" aggregates, as the separate aggregate limit for locations and projects are subject to the General Aggregate Cap Limit set forth below:

"The aggregate limit in this policy shall apply separately for each coverage in which all underlying policies listed in Item 5 of the Declarations provide an aggregate limit."

SCHEDULE OF LIMITS	
General Aggregate Cap Limit	<u>\$10,000,000</u>

All other terms and conditions remain unchanged.



**Workers' Compensation Board**

## CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name &amp; Address of Insured (use street address only)  <b>Safety Marking, Inc.</b>  <b>255 Hancock Avenue</b>  <b>Bridgeport, CT 06805</b></p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured  <b>203-333-66870</b></p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured  <b>68-42296 5</b></p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number  <b>061267005</b></p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p style="text-align: center;"><b>Nassau County DPW</b></p> <p style="text-align: center;"><b>1194 Prospect Avenue</b></p> <p style="text-align: center;"><b>Westbury NY 11590-2723</b></p>	<p>3a. Name of Insurance Carrier  <b>American Zurich Insurance Company</b></p> <p>3b. Policy Number of Entity Listed in Box "1a"  <b>WC0381555-03</b></p> <p>3c. Policy effective period  <b>07/01/2018</b> to <b>07/01/2019</b></p> <p>3d. The Proprietor, Partners or Executive Officers are  <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)  <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

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".

For Bidding Purposes Only

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: Gayleen Pont  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:   
(Signature) (Date)

Title: Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 860-618-1102

**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](http://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.

**For Bidding Purposes Only**



Workers'  
Compensation  
Board

# CERTIFICATE OF INSURANCE COVERAGE

## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### PART 1. To be completed by 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, INC. 460 BOSTWICK 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  203-333-6870  1c. Federal Employer Identification Number of Insured or Social Security Number  061267005
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)  Nassau County DPW 1194 Prospect Avenue Westbury NY 11590-2723	3a Name of Insurance Carrier HARTFORD LIFE AND ACCIDENT  3b Policy Number of Entity Listed in Box "1a" LNY199991  3c Policy effective period 07-01-2018 to 06-30-2019

#### 4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.  
☐ B. Disability benefits only.  
☐ C. Paid family leave benefits only.

#### 5. Policy covers:

- ☒ 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:

## For Bidding Purposes Only

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 05-30-2018

*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 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 4C or 5B of Part 1 has 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 with respect to all of his/her 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 "1 a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance 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 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 NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

### DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

### For Bidding Purposes Only

(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 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 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 and eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

# NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

 DATE (MM/DD/YYYY)  
7/1/18-7/1/19

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY TriPoint		NAMED INSURED(S) Safety Marking, Inc.	
POLICY NUMBER GLO381556-03	EFFECTIVE DATE 7/1/2018	CARRIER Zurich American Insurance	NAIC CODE 16535

## ADDENDUM INFORMATION

CERTIFICATE NUMBER:

REVISION NUMBER:

## A. Insurer

- ☒ Admitted / authorized
- ☐ Excess line or free trade zone

## B. General Liability (GL) policy form

- ☒ ISO / ISO modified
- ☐ Other

## C. Specific operations excluded or restricted (GL policy)

- ☐ Location: \_\_\_\_\_
- ☐ Type of construction: \_\_\_\_\_
- ☐ Building height: \_\_\_\_\_
- ☐ Classifications: \_\_\_\_\_
- ☐ Designated work: [see attached endorsement]

## For Bidding Purposes Only

## D. Additional insured endorsement (GL policy)

- ☒ CG 20 10 ☐ CG 20 26 ☐ CG 20 32 ☐ CG 20 33 ☒ CG 20 37 ☐ CG 20 38
- ☒ Other: #: UGL1465/66D Title: Add'l Insd Ongoing and Completed ops

## E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

- ☒ Yes ☐ No and ☐ no other option is available with this insurer

## F. Additional insured will receive advance notice if insurer cancels (GL policy)

- ☒ Yes ☐ No and ☐ no other option is available with this insurer

## G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

- ☒ Yes and ☐ no other option is available with this insurer ☐ No changes made

## H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

## I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

- ☐ Yes and ☐ no other option is available with this insurer ☒ No changes made

**ZURICH**

## Additional Insured – Owners, Lessees Or Contractors – Ongoing Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GL00381556-03	7/1/2018	7/1/2019				

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

### SCHEDULE

Name of Person or Organization:	Location and Description of Ongoing Operations:	Additional Premium:
SEE EXPANDED WORDING ENDT		

## For Bidding Purposes Only

- A. **Section II – Who Is An Insured** is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of your ongoing operations performed for that insured at or from the corresponding location designated and described in the Schedule.

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

- B. With respect to the insurance afforded to any additional insured shown in the Schedule of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.



Policy Number  
GLO 0381556-02

ENDORSEMENT

**ZURICH AMERICAN INSURANCE COMPANY**

Named Insured SAFETY MARKING, INC.

Effective Date: 7/1/2018

12:01 A.M., Standard Time

Agent Name TRIPOINT INSURANCE INC.

Agent No. 71650-000

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS EXPANDED WORDING**

UGL1465DCW (12/13) - ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - ONGOING OPERATIONS - SCHEDULED

NAME OF PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION, OTHER  
THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD  
AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT  
OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH  
REQUIREMENT IS PROHIBITED BY LAW AND WHERE THAT CONTRACT SPECIFICALLY  
REQUIRES THE ISO CG2010 10/2001 EDITION FORM OR THE EQUIVALENT OF  
SAME.

LOCATION: ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER  
CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH  
INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR  
OTHER CONSOLIDATED INSURANCE PROGRAM.

**For Bidding Purposes Only**

**ZURICH**

## Additional Insured – Owners, Lessees Or Contractors – Completed Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
<b>GLO0381556-03</b>	<b>7/1/2018</b>	<b>7/1/2019</b>				

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

### SCHEDULE

Name of Person or Organization:	Location and Description of Completed Operations:	Additional Premium:
SEE EXPANDED WORDING ENDT		

## For Bidding Purposes Only

**Section II – Who Is An Insured** is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of "your work" at or from the corresponding location designated and described in the Schedule performed for that insured and included in the "products-completed operations hazard".

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

All other terms and conditions of this policy remain unchanged.

Policy Number  
GLO 0381556-02

ENDORSEMENT

**ZURICH AMERICAN INSURANCE COMPANY**

Named Insured SAFETY MARKING, INC.

Effective Date: 7/1/2018

12:01 A.M., Standard Time

Agent Name TRIPOINT INSURANCE INC.

Agent No. 71650-000

**ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS EXPANDED WORDING**

UGL1466DCW (12/13) - ADDITIONAL INSURED-OWNERS, LESSEES OR  
CONTRACTORS-COMPLETED OPERATIONS-SCHEDULED

NAME OF PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION, OTHER  
THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD  
AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT  
OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH  
REQUIREMENT IS PROHIBITED BY LAW AND WHERE THAT CONTRACT SPECIFICALLY  
REQUIRES THE ISO CG2037 10/2001 EDITION FORM OR THE EQUIVALENT OF  
SAME.

LOCATION: ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER  
CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH  
INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR  
OTHER CONSOLIDATED INSURANCE PROGRAM

**For Bidding Purposes Only**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH REQUIREMENT IS PROHIBITED BY LAW.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

## For Bidding Purposes Only

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured 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 exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

If coverage provided to the additional insured is required by a contract or agreement, 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 shown in the Declarations;

whichever is less.

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

**For Bidding Purposes Only**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH REQUIREMENT IS PROHIBITED BY LAW.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**For Bidding Purposes Only**

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured 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 is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, 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 shown in the Declarations;
- whichever is less.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In connection with your premises; or
2. In the performance of your ongoing operations.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured 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 by or for you, 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 services by or for you.

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

Coverage provided to the additional insured is required by a contract or agreement, 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 shown in the Declarations;

whichever is less.

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

**For Bidding Purposes Only**

**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 Of Additional Insured Engineers, Architects Or Surveyors 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.

## **For Bidding Purposes Only**

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.



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 shown in the Declarations;

whichever is less.

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

**For Bidding Purposes Only**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Construction Project(s):**

A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS; HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP UP OR ANY OTHER CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- For Bidding Purposes Only
- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

## For Bidding Purposes Only

## Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 0381556-03	7/1/2018	7/1/2019		71650000	INCL	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** SAFETY MARKING, INC.

**Address (including ZIP Code):**

255 HANCOCK AVE.

BRIDGEPORT, CT 06605

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 on this policy under a written contract or written agreement. Such person or organization is an additional insured 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 or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

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 written contract or written 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 failure to render, any professional architectural, engineering or surveying services including:

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

**For Bidding Purposes Only**

C. 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. For the purposes of 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 of 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 policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, 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 written contract or written agreement referenced in Paragraph 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 and conditions of this policy remain unchanged.

## Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 0381556-03	7/1/2018	7/1/2019		71650000	INCL	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:**

**Address (including ZIP Code):**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

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

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would 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 of 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 written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

**G. Damage to Premises Rented or Occupied by You**

1. The last paragraph under Paragraph 2. **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. Paragraph 6. of Section III – **Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

**H. Broadened Contractual Liability**

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

**I. Definition – Specific Perils**

The following definition is added to the **Definitions** Section:

"Specific perils" means:

- a. Fire;
- b. Lightning;
- c. Explosion;

For Bidding Purposes Only

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
  - Equipment you borrow from others; or
  - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) 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", 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 written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**W. Unintentional Failure to Disclose All Hazards**

Paragraph 6. **Representations** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

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 inception of this Coverage Part.

**X. Waiver of Right of Subrogation**

Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

**8. Transfer Of Rights Of Recovery Against Others To Us**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.





## Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 0384556-03	7/1/2018	7/1/2019 -		71650000	INCL	

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

#### Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF GOVERNMENTAL IMMUNITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

# **For Bidding Purposes Only**

## Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
BAP0381557-03	7/1/2018	7/1/2019				

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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":

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

- 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.
- 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.

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.

**P. 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:

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.

**Q. 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".

**R. 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.

**S. Hired Auto – World Wide Coverage**

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

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

**T. 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.

**BAP0381557-03**

**SCHEDULE OF LOSS PAYEE(S)**

Insurance for this coverage part provided by:  
ZURICH AMERICAN INSURANCE COMPANY

St. Veh. #	Description of Vehicle	Loss Payee and Mailing Address
		ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE LOSS PAYABLE COVERAGE.
<h2>For Bidding Purposes Only</h2>		

BAP0381557-03

POLICY NUMBER:

COMMERCIAL AUTO  
CA 20 70 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

## **For Bidding Purposes Only**

<b>Scheduled Railroad</b>	<b>Designated Job Site</b>
ALL CONTRACTS FOR WORK DONE FOR RAILROADS.	ALL CONTRACTS FOR WORK DONE FOR RAILROADS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Covered Autos Liability Coverage** is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

**B. Changes In Definitions**

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY WRITTEN  
CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US**

## For Bidding Purposes Only

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2018

Policy No. WC0381555-03

Endorsement No.

Insured Safety Marking, Inc.

Premium \$

Insurance Company American Zurich Insurance Company

Countersigned By \_\_\_\_\_

**WC 00 03 13**

(Ed. 4-84)

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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

- For Bidding Purposes Only**
- 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

Under **CONDITIONS**, 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.

# For Bidding Purposes Only



## COMPANY NAME

### 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.

##### 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.

**For Bidding Purposes Only**



## EVANSTON 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.



EXCESS/UMBRELLA  
POLICY NUMBER:  
MKLM1EUE100221

## COMPANY NAME

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

SCHEDULE	
Person or Organization:	
Additional Premium	\$

The following is added to Section IV, Conditions:

## For Bidding Purposes Only

### Waiver Of Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or your work done under a written contract or agreement with that person or organization and included in the products-completed operations hazard. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain unchanged.

Endorsement #

**Limited Other Insurance Condition Amendment –  
New York**



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AEC 7564971-00	7/1/2018	7/1/2019				

**Named Insured and Mailing Address:**

**Producer:**

Safety Marking, Inc.  
255 Hancock Ave.  
Bridgeport, CT 06605

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Condition G. Other Insurance of SECTION V. CONDITIONS, paragraph G., Other Insurance is deleted and replaced with the following:

**G. Other Insurance**

If other valid and collectible insurance applies to damages that are also covered by this policy, this policy will apply excess of the other insurance. However, this provision will not apply:

1. If the other insurance is written to be excess of this policy or
2. If you have agreed in a written contract to carry insurance to apply prior to and be non-contributory with that of another person or organization's insurance, but only as respects damages arising out of insured operations or work on your behalf performed under such written contract. However, the limits available to the other person or organization will be the lesser of our policy Limits of Insurance or the limits required by such written contract. In that case, other insurance of that person or organization will apply as excess and not contribute prior to the insurance afforded by this policy.

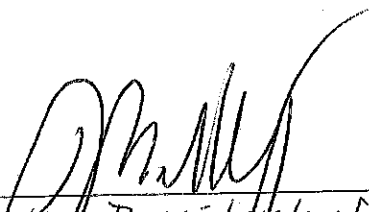
Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

**For Bidding Purposes Only**



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, President of Safety Marking, Inc.

March 26, 2019  
Date

**NO TEXT ON THIS PAGE**

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~~

That he resides at \_\_\_\_\_

in the City of \_\_\_\_\_

~~Safety Mark~~

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 26<sup>th</sup> day of March, 2019.

Being duly sworn, deposes and says:

Street,

that he is the President of

*Caroline Sumner*

Notary

*Caroline Sumner*

My Commission Expires: 1/31/2024

(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

**NO TEXT ON THIS PAGE**

## **Notice of Award**

NO TEXT ON THIS PAGE

### **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: March 26, 2019

1) Proposer's Legal Name: SAFETY MARKING of NY, INC.

2) Address of Place of Business: 90 Sylvester Street, Westbury, NY 11590

List all other business addresses used within last five years:

NONE

3) Mailing Address (if different): \_\_\_\_\_

Phone : 203.333-6870

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: NONE

5) Federal I.D. Number: 20-8807933

6) The proposer is a (check one):      Sole Proprietorship      Partnership   X    
Corporation      Other (Describe) \_\_\_\_\_

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

Yes      No   X   If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes      No   X   If Yes, please provide details: \_\_\_\_\_

- 13) On May 9, 2016, a former employee, Peter P. Klosterman, filed an administrative complaint with the State of New York, Division of Human Rights against Safety Marking of New York, Inc. an affiliate of Safety Marking. Mr. Klosterman alleges that he was terminated in violation of New York disability discrimination laws. After an investigation and following opportunity for review of related information and evidence by the named parties, the Division of Human Rights determined that there was NO PROBABLE CAUSE to believe that the respondent had engaged in or is engaging in the unlawful discriminatory practice complained of. The complaint was dismissed and the file was closed.



# SMC Safety Marking Inc.

*Established 1973*

*An Equal Opportunity Employer M/F*

**"OUR REPUTATION IS BUILT ONE LINE AT A TIME."**

Letter from the President regarding SMC's involvement in a litigation

Safety Marking, Inc. feels that it is important to be forth coming that it was indeed the subject of litigation for several years involving two former employees. These two employees alleged that they were victims of discrimination for incidents relating to the conduct of five Safety Marking, Inc. employees that occurred sometime between 2008-2012. The company fought the unsubstantiated litigation through trial and then through post-trial motions, but due to what it believes were grievous errors of law and clearly erroneous rulings by the judge, in March 2016, a verdict was rendered in favor of the two former employees. The jury held Safety Marking, Inc. liable for the conduct of five of the employees. However, after the verdict, the parties settled the matter confidentially. Following the verdict, both CT DOT and NY DOT did their due diligence and investigated Safety Marking and its practices and both concluded that there were no findings of non-responsibility. Both confirmed Safety Marking's status as a responsible contractor and Safety Marking was awarded the contracts.

Safety Marking believes strongly in its EEO policies and employs approximately 50% minorities. Safety Marking and its management do not tolerate harassment or discrimination of any kind and communicate our Company's policies and Complaint Procedures with each and every employee. Our Company's Employee Handbook was updated in 2015 and revised in 2017 and includes all policies and procedures. It has been distributed and reviewed with every employee by our Human Resources Manager who was hired in January 2015. All of our employees, supervisors and managers attend mandatory annual training that is conducted each year by our Human Resources Manager which covers Harassment training and our Company's EEO Policy. And our EEO Policy is posted on our bulletin boards at each of our locations as well as in our Compliance Books that we have on our work sites.

Our company prides itself on our Company's 360 Review processes which we have been doing since 1997. This process gives each employee the opportunity to evaluate every employee, supervisor and manager that he/she works with in the company and has the opportunity to confidentially review the person's ability, attitude and how the person helped, taught or provided the tools to help the employee do their job. In the past, I conducted these reviews with every employee. Last year, we enhanced the process and now each employee meets with three other members of our management team in addition to me in their review process. Each employee sits down with the Safety Director, the Operations Manager, the Human Resources Manager and then I. During these meetings the employee is able to discuss the pertinent aspects of their job, bring up any ideas or suggestions they may have on making things better or any problems or concerns that they may have as well. We spend over three months each year on the employee review process and take it very seriously to ensure that our employees are in

the right position, getting the right tools and training to do their job and address any concerns that they bring to our attention.

Safety Marking, Inc. is committed to providing a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits any unlawful discriminatory practices. Through our continued communications, training and Open Door Policy that we have with our employees, we are confident that our employees feel good about the company that they work for. Unfortunately, anyone can accuse you of something without any witness or proof that it in fact occurred and all you can do is defend yourself. There were many facts that we were not allowed by the judge to be presented to the jury in our defense case which if allowed may have led to a different outcome. But the process is far from being perfect and the grievous errors of law and rulings by the judge only compounded our fate.

Please feel free to contact me with any questions or if you require any further information pertaining to this matter. You can also reach out to our Human Resources Manager, Kelly Lavoie, who would be happy to answer any questions or provide you with any other information you may need. She can be reached at 203-814-3416. We welcome you to visit our operation as well if you wish so that you have a better understanding of what we do. I would be happy to give you a tour of our facility and have you meet our Safety Marking family.

*Mark Kelly*

Mark Kelly

President

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_\_ No X If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_\_ No X If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_\_ No X; If Yes, provide details for each such instance. \_\_\_\_\_

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

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

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

No Conflict Exists

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

No Conflict Exists

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

No Conflict Exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.  
If a Safety Marking of NY, Inc. employee had any conflict of interest, that employee would not be allowed to be involved with the project in any capacity nor have access to any information regarding the project.

*Safety Marking of NY, Inc. supplies union labor exclusively to Safety Marking, Inc. and does not bid prime contracts or subcontracts.*

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

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; *April 5, 2007*
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;  
*Mark Kelly is the sole officer and shareholder of Safety Marking of NY, Inc.*
- iii) Name, address and position of all officers and directors of the company;  
*Please see ii) above*
- iv) State of incorporation (if applicable); *New York*
- v) The number of employees in the firm; *18 Employees*
- vi) Annual revenue of firm; *\$2 Million to 2.4 Million*
- vii) Summary of relevant accomplishments *None*
- viii) Copies of all state and local licenses and permits. *Not Applicable/None*

- B. Indicate number of years in business. *12 Years*

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

- 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. *Safety Marking of NY, Inc. supplies union labor exclusively to Safety Marking, Inc. and does not bid contracts or work as a subcontractor for anyone else.*

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_

Telephone \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

## CERTIFICATION

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

I, Mark Kelly, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 26th day of March

2019

Caroline Sumner

Notary Public Caroline Sumner

*My Commission Expires: January 31, 2024*

Name of submitting business: SAFETY MARKING of NY, INC.

By: Mark Kelly

Print name

Signature

President

Title

03 / 26 / 2019  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Mark Kelly - Safety Marking of NY, Inc.  
Date of birth XXXXXXXXXX  
Home address XXXXXXXXXX  
City/state/zip XXXXXXXXXX  
Business address 90 Sylvester Street  
City/state/zip Westbury, NY 11590  
Telephone 203.814.3400 or 203.333-6870 x 400  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President 05 / 01 / 2016 Treasurer 05 / 01 / 2016  
Chairman of Board \_\_\_\_\_ Shareholder 04 / 05 / 2007  
Chief Exec. Officer \_\_\_\_\_ Secretary 04 / 05 / 2007  
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. Mark Kelly owns 100% of Shares since May 1, 2016
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO x If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES x NO \_\_\_\_;  
If Yes, provide details. Mark Kelly is the sole officer of Safety Marking, Inc. since May 1, 2016 and has owned 100% of its shares since February 10, 1989.



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

If Yes, provide details. Safety Marking, Inc. has been awarded multiple contracts from CTDOT, NYSDOT, NYSTA, NCDPW, Suffolk County DPW, PANYNJ, Towns of Huntington, North Hempstead, Glen Cover, the MTA TBTA and others.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES      NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES      NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES      NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES      NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES      NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES      NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES      NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES      NO X If Yes, provide details for each such conviction.



- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES X NO \_\_\_\_ If Yes, provide details for each such occurrence. *Please see details below & attached letter from the President*
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES X NO \_\_\_\_ If Yes; provide details for each such investigation. *NYSDOT & CTDOT conducted a compliance review due to the lawsuit and concluded Safety Marking, Inc. to be a responsible contractor and no sanctions were imposed. Please refer to the attached letter.*
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.
- 8f. The Company was involved in a lawsuit filed by two former employees under 42 U.S.C. Sec. 1981, relating to the conduct of five Safety Marking employees that occurred sometime between 2008-2012. In March 2016, a verdict was rendered in favor of the two former employees. The jury held Safety Marking, Inc. liable for the conduct of five of the employees. However, after the verdict, the parties settled the matter confidentially. In Spring 2016, both CTDOT and NYDOT conducted an in depth Contract Compliance Review of Safety Marking, Inc. and both concluded that Safety Marking, Inc. was a responsible bidder.

**CERTIFICATION**

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

I, Mark Kelly, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 26th day of March

2019

Caroline Sumner

Notary Public Caroline Sumner

*My Commission Expires: January 31, 2024*

SAFETY MARKING of NY, INC>

Name of submitting business

Mark Kelly

Print name

Signature

President

Title

03 / 26 / 2019

Date

# SMC Safety Marking Inc.

*Established 1973*

*An Equal Opportunity Employer M/F*

**"OUR REPUTATION IS BUILT ONE LINE AT A TIME."**

Letter from the President regarding SMC's involvement in a litigation

Safety Marking, Inc. feels that it is important to be forth coming that it was indeed the subject of litigation for several years involving two former employees. These two employees alleged that they were victims of discrimination for incidents relating to the conduct of five Safety Marking, Inc. employees that occurred sometime between 2008-2012. The company fought the unsubstantiated litigation through trial and then through post-trial motions, but due to what it believes were grievous errors of law and clearly erroneous rulings by the judge, in March 2016, a verdict was rendered in favor of the two former employees. The jury held Safety Marking, Inc. liable for the conduct of five of the employees. However, after the verdict, the parties settled the matter confidentially. Following the verdict, both CT DOT and NY DOT did their due diligence and investigated Safety Marking and its practices and both concluded that there were no findings of non-responsibility. Both confirmed Safety Marking's status as a responsible contractor and Safety Marking was awarded the contracts.

Safety Marking believes strongly in its EEO policies and employs approximately 50% minorities. Safety Marking and its management do not tolerate harassment or discrimination of any kind and communicate our Company's policies and Complaint Procedures with each and every employee. Our Company's Employee Handbook was updated in 2015 and revised in 2017 and includes all policies and procedures. It has been distributed and reviewed with every employee by our Human Resources Manager who was hired in January 2015. All of our employees, supervisors and managers attend mandatory annual training that is conducted each year by our Human Resources Manager which covers Harassment training and our Company's EEO Policy. And our EEO Policy is posted on our bulletin boards at each of our locations as well as in our Compliance Books that we have on our work sites.

Our company prides itself on our Company's 360 Review processes which we have been doing since 1997. This process gives each employee the opportunity to evaluate every employee, supervisor and manager that he/she works with in the company and has the opportunity to confidentially review the person's ability, attitude and how the person helped, taught or provided the tools to help the employee do their job. In the past, I conducted these reviews with every employee. Last year, we enhanced the process and now each employee meets with three other members of our management team in addition to me in their review process. Each employee sits down with the Safety Director, the Operations Manager, the Human Resources Manager and then I. During these meetings the employee is able to discuss the pertinent aspects of their job, bring up any ideas or suggestions they may have on making things better or any problems or concerns that they may have as well. We spend over three months each year on the employee review process and take it very seriously to ensure that our employees are in

255 Hancock Avenue, Bridgeport, Connecticut 06605 Phone: 203-333-6870 FAX: 203-333-9099

59 Stilson Road, Richmond, Rhode Island 02898 Phone: 401-539-1016 FAX: 401-539-3153

84 Sylvester Street, Westbury, NY 11590 Phone: 516-333-0489 FAX: 516-334-0813

[www.safetymarking.net](http://www.safetymarking.net)

the right position, getting the right tools and training to do their job and address any concerns that they bring to our attention.

Safety Marking, Inc. is committed to providing a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits any unlawful discriminatory practices. Through our continued communications, training and Open Door Policy that we have with our employees, we are confident that our employees feel good about the company that they work for. Unfortunately, anyone can accuse you of something without any witness or proof that it in fact occurred and all you can do is defend yourself. There were many facts that we were not allowed by the judge to be presented to the jury in our defense case which if allowed may have led to a different outcome. But the process is far from being perfect and the grievous errors of law and rulings by the judge only compounded our fate.

Please feel free to contact me with any questions or if you require any further information pertaining to this matter. You can also reach out to our Human Resources Manager, Kelly Lavoie, who would be happy to answer any questions or provide you with any other information you may need. She can be reached at 203-814-3416. We welcome you to visit our operation as well if you wish so that you have a better understanding of what we do. I would be happy to give you a tour of our facility and have you meet our Safety Marking family.

*Mark Kelly*  
Mark Kelly

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President

COUNTY OF NASSAU

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

1. Name of the Entity: SAFETY MARKING of NY, INC.  
Address: 90 Sylvester Street  
City, State and Zip Code: Westbury, NY 11590
2. Entity's Vendor Identification Number: 20-8807933
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp S Corporation Other (specify)

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

Mark Kelly, President, Secretary, Treasurer

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.

Mark Kelly, 55 West Road, Easton, CT 06612 - 100% of Shares

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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.

SAFETY MARKING, INC. is an Affiliate of SAFETY MARKING of NY, INC.  
SAFETY MARKING of NY, Inc. supplies union labor to SAFETY MARKING, INC.  
exclusively.

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):  
NONE

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

NONE

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

NONE

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

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

Dated: March 26, 2019

Signed: \_\_\_\_\_

Print Name: Mark Kelly

Title: President

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



## **Exhibit A**



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NONE

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

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

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

Vendor: SAFETY MARKING of NY, INC.

Signed:

Print Name: Mark Kelly

Title: President

Dated: March 26, 2019

## **Exhibit B**



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

NONE

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

NONE

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

NONE

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

NONE

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

NONE

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

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

NONE

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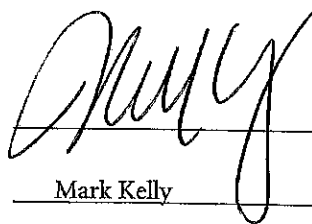
I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

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

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

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

Signed:



Dated: March 26, 2019

Print Name:

Mark Kelly

Title:

President

**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.

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

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Mark Kelly, President  
Name and Title of Authorized Representative 3/26/2019  
m/d/yy

  
Signature 3/26/2019  
Date

SAFETY MARKING of NY, INC.  
Name of Organization

90 Sylvester Street, Westbury, NY 11590  
Address of Organization



### 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 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.

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

**INSTRUCTIONS FOR COMPLETING THE NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION**

**Please Read Before Completing Questionnaire**

- Complete all sections of the Questionnaire.
- Submit this form as required by the contracting agency after being announced the low bidder for any competitively bid contract, or when proposed for subcontract work. If you have submitted one within six (6) months of the bid date with any contracting agency, as long as the information remains unchanged and accurate, you may submit a complete certified copy of that form, together with an Affidavit of No Change, to the Agency with which you are bidding. A contracting agency may require additional information deemed necessary for its review. Whenever more space is needed to answer any question or you wish to give further explanation, complete by attaching extra pages. All questions must be answered.
- For each "Yes" answer in Sections IV, V, VI, VII, VII and IX, add additional explanatory material. For question 7.2, if your firm has OSHA citations, attach copies of each citation.
- A certified annual financial statement, including Accountant's Review Report and Accompanying Notes, will be acceptable in lieu of completing the financial disclosure forms in the questionnaire.
- If you wish material in this Questionnaire to be held as confidential and exempt from disclosure under Freedom of Information, place an asterisk in front of all information you do not want disclosed to outside sources.
- This Questionnaire is generally valid for one calendar year, unless major changes have occurred (firm purchased by another business, bankruptcy, etc.), in which case re-submittal is required.
- Submit completed questionnaires marked "CONFIDENTIAL" to:

NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
CONTRACT MANAGEMENT BUREAU  
50 WOLF ROAD, 1st FLOOR, SUITE 1CM  
ALBANY, NY 12232  
(518) 457-1564

VENDOR ID: 1000005364

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

<b>BUSINESS ENTITY INFORMATION</b>				
<b>Legal Business Name*</b> Safety Marking, Inc.			<b>EIN</b> 06-1267005	
<b>Complete Address of the Principal Place of Business</b> 255 Hancock Avenue, Bridgeport, CT 06605			<b>Phone Number</b> 203-333-6870	<b>Fax Number</b> 203-330-2743
<b>E-mail</b>		<b>Website</b> www.safetymarking.net		
<b>Authorized Contact for this Questionnaire</b>				
<b>Name</b> Jack Matis			<b>Phone Number</b> 203-814-3412	<b>Fax Number</b> 203-330-2743
<b>Title</b> Controller			<b>E-mail</b> jmatis@safetymarking.net	
<b>Additional Business Entity Identities:</b> If applicable, list any other <b>DBA, Trade Name, Former Name, Other Identity, or EIN</b> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
<b>Type</b> (DBA, Trade Name, Other)	<b>Name</b>	<b>EIN</b>	<b>State or County</b> where filed	<b>Status</b> (ACTIVE OR INACTIVE)
SELECT				SELECT
SELECT				SELECT

<b>I. BUSINESS CHARACTERISTICS</b>		
<b>1.0 Business Entity Type -</b>		
a) <input checked="" type="checkbox"/> <b>Corporation</b> (including P.C.)	<b>Date of Incorporation</b> 2/10/1989	
b) <input type="checkbox"/> <b>Limited Liability Company (LLC or PLLC)</b>	<b>Date Organized</b>	
c) <input type="checkbox"/> <b>Limited Liability Partnership</b>	<b>Date of Registration</b>	
d) <input type="checkbox"/> <b>Limited Partnership</b>	<b>Date Established</b>	
e) <input type="checkbox"/> <b>General Partnership</b>	<b>Date Established</b>	<b>County (if formed in NYS)</b>
f) <input type="checkbox"/> <b>Sole Proprietor</b>	<b>How many years in business?</b>	
g) <input type="checkbox"/> <b>Other</b>	<b>Date Established</b>	
<b>If Other, explain:</b>		
<b>1.1 Was the Business Entity formed in New York State?</b>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>If "No" indicate jurisdiction where the Business Entity was formed:</b>		
United States <input checked="" type="checkbox"/> State Connecticut		
Other <input type="checkbox"/> Country		

\*All under lined terms are defined in the "New York State Vendor Responsibility Definitions List", which can be found at:  
<http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf>.

**Note:** 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" as it existed at the time of certifications.

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION (CCA-2)

EIN: 06-1267005

## I. BUSINESS CHARACTERISTICS

1.2 Is the Business Entity currently registered to do business in New York State? ☒ Yes ☐ No  
*Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership* ☐ Not Required

If "No," explain why the Business Entity is not required to be registered to do business in New York State:

1.3 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

1.4 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? ☒ Yes ☐ No  
*(Select "N/A" if Principal Place of Business is in New York State.)* ☐ N/A

If "Yes," provide the address and telephone number for one office located in New York State.  
 84 Sylvester Street, westbury, NY 11590

1.5 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)

1.6 Identify each person who is, or has been within the past five (5) years, a Business Entity Official or Principal Owner of 5.0% or more of the firm's shares, or one of the five largest shareholders or a director, an officer, a partner or a proprietor. Joint Ventures: Provide information for all firms involved.  
*(Attach additional pages if necessary.)*

Name	Title	Percentage Ownership (Enter 0% if not applicable)	Employment Status with the Firm
Mark Kelly	President	100%	<input checked="" type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former

## 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 listed in question 1.6 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? ☒ Yes ☐ No

Firm/Company Name	Firm/Company EIN (If Available)	Firm/Company's Primary Business Activity
N/A		

# NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION (CCA-2)

EIN: 06-1267005

<b>II. AFFILIATE and JOINT VENTURE RELATIONSHIPS</b>		
Firm/Company Address Safety Marking of NY, Inc. 90 Sylvester St., Westbury, NY 11590 EIN 20-8807933		
Explain relationship with the firm and indicate percent 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?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name Mark Kelly	Position/Title with Firm/Company President	
2.1 Does the Business Entity have any construction-related affiliates not identified in the response to 2.0 above?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent 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?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Individual's Name	Position/Title with Firm/Company	
2.2 Has the Business Entity participated in any construction Joint Ventures within the past three (3) years? Attach additional pages if necessary.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

<b>III. CONTRACT HISTORY</b>
3.0 List the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at <a href="http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.pdf">http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.pdf</a> . If less than ten, include most recent subcontracts on projects up to that number.
3.1 List all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at <a href="http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.pdf">http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.pdf</a> .

<b>IV. INTEGRITY – CONTRACT BIDDING</b>	
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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN: 06-1267005

<b>IV. INTEGRITY – CONTRACT BIDDING</b>	
Within the past five (5) years, has the Business Entity, an affiliate or any predecessor company or entity:	
4.5 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.6 Initiated a request to withdraw a bid submitted to a <u>government entity</u> or made any claim of an error on a bid submitted to a <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u> , the <u>government entity</u> 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.	

<b>V. INTEGRITY – CONTRACT AWARD</b>	
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:	
5.0 Defaulted on or been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution (except any disputed work proceeding) or requiring the <u>Business Entity</u> to enter into a formal monitoring agreement in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.2 Had its surety called upon to complete any contract whether government or private sector?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u> , the <u>government entity/owners</u> 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.	

<b>VI. CERTIFICATIONS/LICENSES</b>	
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:	
6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u> , the <u>government entity</u> 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.	

<b>VII. LEGAL PROCEEDINGS</b>	
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 <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.1 Been the subject of: (i) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or (ii) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious</u> or <u>willful</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN: 06-1267005

<b>VII. LEGAL PROCEEDINGS</b>	
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:	
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.4 Had a New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.6 Other than previously disclosed, been the subject of any <u>citations, notices, violation orders</u> , pending administrative hearings or proceedings or determinations of a violation of:	
▪ <u>Federal</u> , state or local health laws, rules or regulations;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ <u>Federal</u> , state or local environmental laws, rules or regulations;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Unemployment insurance or workers compensation coverage or <u>claim</u> requirements;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Any labor law or regulation, which was deemed willful;	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ Employee Retirement Income Security Act (ERISA);	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
▪ <u>Federal</u> , state or local human rights laws;	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
▪ <u>Federal</u> , state or local security laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u> , the <u>government entity</u> 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.	
See Attached Explanation	

<b>VIII. LEADERSHIP INTEGRITY</b>	
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 having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with New York State been subject to:	
8.0 A <u>sanction</u> imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
8.1 A criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
8.2 Misdemeanor or felony charge, indictment or conviction 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	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
(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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
8.3 A <u>debarment</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting <u>Business Entity</u> , the <u>government entity</u> 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)**

EIN: 06-1267005

**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 (not including UCC filings) over \$25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days? ☐ 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) \$40,000,000.00

**9.5** List Business Entity's Gross Sales for the previous three (3) Fiscal Years:

1st Year (Indicate year)	2nd Year (Indicate year)	3rd Year (Indicate year)
Gross Sales 2017 - \$38,358,388.00	Gross Sales 2016 - \$35,197,403.00	Gross Sales 2015 - \$37,599,619.00

**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)	2nd Year (Indicate year)	3rd Year (Indicate year)
Amount 2017 - \$18,921,364.00	Amount 2016 - \$18,921,364.00	Amount 2015 - \$15,777,383.00

**9.7** Attach Business Entity's annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at <http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.pdf>

**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). ☐ Yes ☒ No  
*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.*

*Indicate the question number(s) and explain the basis for the claim.*



**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN: 06-1267005

**Certification**

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in 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 will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under 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 contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer

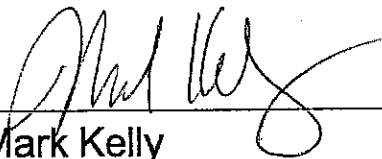
Printed Name of Signatory

Title

Name of Business

Address

City, State, Zip

  
Mark Kelly

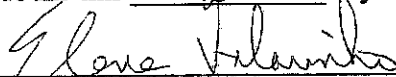
President

Safety Marking, Inc.

255 Hancock Avenue

Bridgeport, CT 06605

Sworn to before me this 2nd day of May, 2018;



Notary Public

Elena Vilarinho  
Notary Public-Connecticut  
My Commission Expires  
July 31, 2019

# **SMC** **Safety Marking Inc.**

*Established 1973*

*An Equal Opportunity Employer M/F*

**"OUR REPUTATION IS BUILT ONE LINE AT A TIME."**

January 5, 2018

New York State Department of Transportation  
Contract Management Bureau  
50 Wolf Road, 1<sup>st</sup> Floor, Suite 1CM  
Albany, NY 12232

Re: New York CCA-2, Safety Marking, Inc.  
Fed I.D. No. 06-1267005

Section VII Legal Proceedings Item 7.6

The company was involved in a lawsuit filed by two former employees under 42 U.S.C. Sec. 1981, relating to the conduct of five Safety Marking employees that occurred sometime between 2008-2012. In March 2016, a verdict was rendered in favor of the two former employees. The jury held Safety Marking, Inc. liable for the conduct of five of the employees. However, after the verdict, the parties settled the matter confidentially.

# **SMC** **Safety Marking Inc.**

*Established 1973*

*An Equal Opportunity Employer M/F*

**"OUR REPUTATION IS BUILT ONE LINE AT A TIME."**

February 28, 2018

New York State Department of Transportation  
Contract Management Bureau  
50 Wolf Road, 1<sup>st</sup> Floor, Suite 1CM  
Albany, NY 12232

Re: New York CCA-2, Safety Marking, Inc.  
Fed I.D. No. 06-1267005

Section VII Legal Proceedings Item 7.6

Peter Klosterman complaint with the State of NY Division of Human Rights:

On May 9, 2016, a former employee, Peter P. Klosterman, filed an administrative complaint with the State of New York, Division of Human Rights against Safety Marking of New York, Inc. an affiliate of Safety Marking. Mr. Klosterman alleges that he was terminated in violation of New York disability discrimination laws. After an investigation and following the opportunity for review of related information and evidence by the named parties, the Division of Human Rights determined that there was **NO PROBABLE CAUSE** to believe that the respondent had engaged in or is engaging in the unlawful discriminatory practice complained of. The complaint was dismissed and the file closed.

Addendum 1 - Section IV. Integrity – Contract Bidding, Item 4.3:

In January 2017, one of our contractors informed us that NYC Parks rejected SMC as a subcontractor on a project based on the fact that our company had a lawsuit filed against us. We immediately had our Labor Attorney, Joshua Hawks-Ladds with Pullman & Comley, contact the NYC Parks department to discuss the reasons why we were rejected, but none of our emails or phone calls were returned. It was unclear to us what the formal reason was for being denied as a subcontractor on this project and we continued to make numerous efforts to try to resolve this matter with the NYC Parks Department, but to no avail.

In April 2018, another contractor informed us that SMC was yet again being rejected by NYC Parks as a subcontractor on a project. The contractor responded to NYC Parks asking them what could be done to get SMC approved and the response was for SMC to provide NYC Parks a letter outlining what the company had done since the lawsuit to show that any and all issues were addressed and that there was no reason to believe that the company was not a responsible bidder. A letter was submitted outlining the company's actions since the lawsuit and approval from NYC Parks was given.

It is true that SMC was the subject of litigation for several years from two former employees alleging that they were the victims of discrimination by five SMC employees. This was a first for the company, having never been accused of any acts of discrimination in its forty-plus year history. That litigation ultimately settled in 2016 and since the settlement, SMC was formally audited by both the NY and CT DOT. After very extensive audits by both agencies including in-person interviews and a review of SMC employment practices, both agencies concluded that SMC is a responsible bidder.

In summary, to date, we have addressed all questions and doubts in regards to the kind of company that SMC is and have successfully proven that we are a responsible bidder and that this unfortunate lawsuit that was brought against us does not and will not define who we are as a company.

Addendum 1 - Section IV. Integrity – Contract Bidding, Item 4.3:

In January 2017, one of our contractors informed us that NYC Parks rejected SMC as a subcontractor on a project based on the fact that our company had a lawsuit filed against us. We immediately had our Labor Attorney, Joshua Hawks-Ladds with Pullman & Comley, contact the NYC Parks department to discuss the reasons why we were rejected, but none of our emails or phone calls have been returned. It is unclear to us what the formal reason was for being denied as a subcontractor on this project and we continue to make every effort to try to resolve this matter with the NYC Parks Department.

It is true that SMC was the subject of litigation for several years from two former employees alleging that they were the victims of discrimination by five SMC employees. This was a first for the company, having never been accused of any acts of discrimination in its thirty-plus year history. That litigation ultimately settled in 2016 and since the settlement, SMC was formally audited by both the NY and CT DOT. After very extensive audits by both agencies including in-person interviews and a review of SMC employment practices, both agencies concluded that SMC is a responsible bidder.

## Addendum 2 – Letter from the President regarding SMC's involvement in a litigation

Safety Marking, Inc. feels that it is important to be forth coming that it was indeed the subject of litigation for several years involving two former employees. These two employees alleged that they were victims of discrimination for incidents relating to the conduct of five Safety Marking, Inc. employees that occurred sometime between 2008-2012. The company fought the unsubstantiated litigation through trial and then through post-trial motions, but due to what it believes were grievous errors of law and clearly erroneous rulings by the judge, in March 2016, a verdict was rendered in favor of the two former employees. The jury held Safety Marking, Inc. liable for the conduct of five of the employees. However, after the verdict, the parties settled the matter confidentially. Following the verdict, both CT DOT and NY DOT did their due diligence and investigated Safety Marking and its practices and both concluded that there were no findings of non-responsibility. Both confirmed Safety Marking's status as a responsible contractor and Safety Marking was awarded the contracts.

Safety Marking believes strongly in its EEO policies and employs approximately 50% minorities. Safety Marking and its management do not tolerate harassment or discrimination of any kind and communicate our Company's policies and Complaint Procedures with each and every employee. Our Company's Employee Handbook was updated in 2015 and includes all policies and procedures and was distributed and reviewed with every employee by our new Human Resources Manager who was hired in January 2015. All of our employees, supervisors and managers attend mandatory annual training that is conducted each year by our Human Resources Manager which covers Harassment training and our Company's EEO Policy. And our EEO Policy is posted on our bulletin boards at each of our locations as well as in our Compliance Books that we have on our work sites.

Our company prides itself on our Company's 360 Review processes which we have been doing since 1997. This process gives each employee the opportunity to evaluate every employee, supervisor and manager that he/she works with in the company and has the opportunity to confidentially review the person's ability, attitude and how the person helped, taught or provided the tools to help the employee do their job. In the past, I conducted these reviews with every employee. Last year, we enhanced the process and now each employee meets with three other members of our management team in addition to me in their review process. Each employee sits down with the Safety Director, the Operations Manager, the Human Resources Manager and then I. During these meetings the employee is able to discuss the pertinent aspects of their job, bring up any ideas or suggestions they may have on making things better or any problems or concerns that they may have as well. We spend over three months each year on the employee review process and take it very seriously to ensure that our employees are in the right position, getting the right tools and training to do their job and address any concerns that they bring to our attention.

Safety Marking, Inc. is committed to providing a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that

promotes equal employment opportunities and prohibits any unlawful discriminatory practices. Through our continued communications, training and Open Door Policy that we have with our employees, we are confident that our employees feel good about the company that they work for. Unfortunately, anyone can accuse you of something without any witness or proof that it in fact occurred and all you can do is defend yourself. There were many facts that we were not allowed by the judge to be presented to the jury in our defense case which if allowed may have led to a different outcome. But the process is far from being perfect and the grievous errors of law and rulings by the judge only compounded our fate.

Please feel free to contact me with any questions or if you require any further information pertaining to this matter. I would be happy to speak with you more on this and welcome you to visit our operation so that you have a better understanding of everything. I would be happy to give you a tour of our facility and have you meet our Safety Marking family.

Mark Kelly  
President

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS**

EIN: 06-1267005

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 See Attached Report - Prime Contracts Completed			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: 06-1267005

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

## QUESTION 3.0

SAFETY MARKING, INC.  
WORK EXPERIENCE  
PRIME CONTRACTS 2015-2017

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OWNER, ADDRESS, & TELEPHONE NO.	CONTRACT NUMBER	LOCATION	PROJECT/CONTRACT DESCRIPTION	CONTACT	START DATE	CONTRACT AMOUNT	COMPLETE DATE
RHODE ISLAND DEPARTMENT OF TRANSPORTATION TWO CAPITOL HILL-ROOM 110 PROVIDENCE, RI 02903 (401)478-2570	2015-CT-094	STATEWIDE STRIPING-CENTRAL	EPOXY PVMT STRIPING	JAMES DELEO (401)265-8352	06/17	1,928,798.00	12/17
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	174-415	VARIOUS IN DISTRICT 4	INSTALLATION OF CENTERLINE RUMBLE STRIPS	CRAIG ALBERT (860)321-7428	10/17	236,144.00	10/17
STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION 250 VETERANS MEMORIAL HIGHWAY HAUPPAUGE, N.Y. 11788-5518 (631)420-7333	D263122	NASSAU/SUFFOLK COUNTIES	INSTALLATION OF DURABLE PVMT MKGS VARIOUS	J. DIONISIO (631)918-2539	6/16	6,885,892.24	7/17
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	171-403	VARIOUS IN DISTRICT 1	EPOXY PVMT MKG INSTALLATION AND GROOVING ON VARIOUS ROUTES	DANIEL STAFKO (203)389-3156	6/16	931,211.50	9/16
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	172-445	VARIOUS IN DISTRICT 2	EPOXY PVMT MKG INSTALLATION AND GROOVING ON VARIOUS ROUTES	MICHAEL WASHINGTON (860)823-3105	6/16	598,604.00	9/16
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	173-459	VARIOUS IN DISTRICT 3	EPOXY PVMT MKG INSTALLATION AND GROOVING ON VARIOUS ROUTES	STEVE HEBERT (203)389-3154	6/16	818,854.00	10/16
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	174-398	VARIOUS IN DISTRICT 4	EPOXY PVMT MKG INSTALLATION AND GROOVING ON VARIOUS ROUTES	MARK SOSNOWSKI (203)591-3576	6/16	936,200.00	10/16
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	171-386	VARIOUS IN DISTRICT 1	EPOXY PVMT MKG INSTALLATION AT PUBLIC RAILROAD/HIGHWAY AT GRADE CROSSINGS	DANIEL STAFKO (203)389-3156	4/16	492,160.00	7/16

OWNER, ADDRESS, & TELEPHONE NO.	CONTRACT NUMBER	LOCATION	PROJECT/CONTRACT DESCRIPTION	CONTACT	START DATE	CONTRACT AMOUNT	COMPLETE DATE
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	170-3315	VARIOUS IN DISTRICT 3-4	EPOXY PAVMT MKG INSTALLATION AT PUBLIC RAILROAD/HIGHWAY AT GRADE CROSSINGS	VINCENT D'ALEO (203)591-3567	7/16	388,383.00	11/16
COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS 1550 FRANKLIN AVENUE MINEOLA, NY 11501-4822	H62153	NASSAU COUNTY	PAVEMENT MARKING IMPROVEMENTS - PHASE 7	RICHARD KRAMER (516)571-1950	10/15	1,668,801.35	10/16
STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION 250 VETERANS MEMORIAL HIGHWAY HAUPPAUGE, N.Y. 11788-5518 (831)420-7333	D262821	NASSAU/SUFFOLK COUNTIES	INSTALLATION OF DURABLE PAVMT MKGS VARIOUS	J. DIONISIO (631)918-2539	06/15	8,469,895.20	8/16
COUNTY OF DUTCHESS DEPARTMENT OF PUBLIC WORKS 38 DUTCHESS TURNPIKE POUGHKEEPSIE, NY 12603 (845)486-2525	DCH-2014-07	DUTCHESS CTY ROADS	EPOXY & PAINT PAVEMENT STRIPING	JOSEPH KELLEY (845)206-1328	7/14	301,895.00	12/16
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	13PSX0239	CT DISTRICTS 1,2,3,4	INSTALLATION OF EPOXY PAVMT MKGS NON-INTERSTATE, EXPRESSWAYS & ROADWAYS	DIST. 1-BETH LANE (860)258-4518 DIST. 2-BILL CARON (860)564-7371 DIST. 3-DAVID PADDEN (203)488-8450 DIST. 4-CLIFTON HENDERSON (860)585-2715	04/14	900,000.00	12/15
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	173-448	VARIOUS IN DISTRICT 3	EPOXY PAVMT MKG INSTALLATION ON VARIOUS NON-LIMITED ACCESS ROUTES	DANIEL STAFKO (203)388-3166	6/15	685,540.00	11/15
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	174-386	VARIOUS IN DISTRICT 4	EPOXY PAVMT MKG INSTALLATION ON VARIOUS ROUTES	MATTHEW CLEARY (203)232-7878	6/15	798,979.10	11/15

## QUESTION 3.0

SAFETY MARKING, INC.  
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OWNER, ADDRESS, & TELEPHONE NO.	CONTRACT NUMBER	LOCATION	PROJECT/CONTRACT DESCRIPTION	CONTACT	START DATE	CONTRACT AMOUNT	COMPLETE DATE
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	172-433	VARIOUS IN DISTRICT 2	EPOXY PVMT MKG INSTALLATION IN VARIOUS TOWNS	MICHAEL WASHINGTON (860)923-3105	8/15	1,146,566.00	11/15
RHODE ISLAND DEPARTMENT OF TRANSPORTATION TWO CAPITOL HILL-ROOM 110 PROVIDENCE, RI 02903 (401)478-2570	2014-CT-011	STATEWIDE STRIPING-SOUTH	EPOXY PVMT STRIPING	JAMES DELEO (401)265-8352	06/14	2,069,287.00	11/15
RHODE ISLAND DEPARTMENT OF TRANSPORTATION TWO CAPITOL HILL-ROOM 110 PROVIDENCE, RI 02903 (401)478-2570	2014-CT-012	STATEWIDE STRIPING-CENTRAL	EPOXY PVMT STRIPING	JAMES DELEO (401)265-8352	06/14	2,415,116.00	11/15
STATE OF NEW YORK NY STATE THRUWAY AUTHORITY NEW YORK DIVISION 200 SOUTHERN BLVD ALBANY, NY 12209 (518)471-4482	TANY 14-50 D214361	NEW YORK DIVISION WESTCHESTER, ROCKLAND, ORANGE, & ULSTER COUNTIES	INSTALLATION OF PVMT MKGS AT VARIOUS LOCATIONS IN THE NEW YORK DIVISION	JESSICA MANDY (845)222-4588	05/15	529,011.60	08/15
ROOSEVELT ISLAND OPERATING CORP 591 MAIN STREET ROOSEVELT ISLAND, NY 10044 (212)832-4524	13-28365	ROOSEVELT IS. VARIOUS	PAINT AND THERMOPLASTIC PAVEMENT MARKING SERVICES	ALEXANDER SNEDKOV (212)832-4524	07/14	45,000.00	7/15
STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION 250 VETERANS MEMORIAL HIGHWAY HAUPPAUGE, N.Y. 11788-5518 (631)420-7333	D262513	REGION 10 NASSAU/SUFFOLK COUNTIES	INSTALLATION OF DURABLE PVMT MKGS VARIOUS	J. DIONISIO (631)918-2539	05/14	8,468,895.20	06/15

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN: 06-1267005

Question 3.1: List all current uncompleted construction contracts.							
1.	Agency/Owner See Attached Report - NY Project Summary			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: 06-1267005

**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: 06-1267005

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		

## QUESTION 3.1

CONTRACTOR TELEPHONE NO.	CONTRACT NO. TOWN	START DATE	PRIME OR SUB	CONTRACT \$ AMOUNT	\$ AMOUNT SUBLET TO OTHERS	\$ AMOUNT REMAINING ON CONTRACT
ADJO CONTRACTING CORP (631) 589-080	CP1712034 BROOKVILLE	02-05-2018	SUB	4,000.03	0.00	2,000.03
AHERN PAINTING CONTRACTORS, INC (718) 639-5880	GFM513 NEW YORK	11-20-2017	SUB	8,919.71	0.00	8,919.71
	D263005 GREENBURGH	08-24-2016	SUB	36,539.10	0.00	10,789.13
A.L.A.C. CONTRACTING CORP (718) 494-860	D262897 HUNTINGTON, ISLIP, BROOKHAVEN	0-07-2015	SUB	167,634.29	0.00	112,243.58
ARBEN CORPORATION 914-741-5459	CP1803065 CORTLANDT MANOR	04-16-2018	SUB	800.02	0.00	800.02
ARGENIO BROTHERS (845) 561-510	D263395 MONROE	12-13-2017	SUB	6,925.02	0.00	437.52
	W911SD11A WEST POINT	05-18-2015	SUB	179,412.05	0.00	
ATLANTIC COAST DOCK CONSTR COR (631) 281-0041	CP17G72 BABYLON COPAIGUE	04-25-2018	SUB	3,377.50	0.00	323.00
AVANTI BUILDING CONSTRUCTION C (914) 669-4507	CP15506 GREENBURGH	08-01-2017	SUB	10,900.00	0.00	6,264.40
Beaver Concrete Construction (732) 335-5700	HBCR02B VARIOUS IN NYC	06-27-2017	SUB	29,611.75	0.00	29,611.75
	HBQ1112A NEW YORK CITY	03-26-2018	SUB	16,125.75	0.00	16,125.75
BOVE INDUSTRIES, INC. (631) 331-850	D263250 NEW YORK CITY	10-18-2017	SUB	149,553.85	0.00	23,889.09
	D263501 NYC	03-04-2018	SUB	41,718.44	0.00	18,075.38
BOYCE EXCAVATING CO., INC (845) 343-540	LD032620 MIDDLETOWN	04-17-2018	SUB	37,980.00	0.00	29,924.60
BRENNAN CONSTRUCTION CO. (845) 628-873	CP1801041 SOMERS	01-25-2018	SUB	15,290.16	0.00	8,700.16
BRUNALLI CONSTRUCTION CO. (860) 628-558	50216 FAIRFIELD	04-04-2018	SUB	1,808.09	0.00	1,808.09
BEN CICCONE INC. (845) 462-280	D263427 HAVERSTRAW	08-08-2017	SUB	17,260.18	0.00	4,259.92
JOHN CIVETTA & SONS, INC. (718) 589-9000	HBK1201 NEW YORK CITY	03-28-2018	SUB	196,607.50	0.00	179,437.40
CCA CIVIL, INC (862) 701-7200	HBK643 BROOKLYN	11-19-2014	SUB	303,011.23	0.00	223,985.90
COASTAL CONTRACTING CORP. (631) 533-2356	D262676 VARIOUS IN REGION 10	06-09-2015	SUB	5,500.00	0.00	5,500.00
A. COLARUSSO & SON, INC. (518) 828-321	SKYACR LAGRANGEVILLE	03-13-2018	SUB	27,408.00	0.00	27,408.00
COMMODORE MAINTENANCE CORP (914) 297-3000	D262267 VARIOUS REGION 11	10-13-2015	SUB	270,369.35	0.00	173,151.65



## QUESTION 3.1

CONTRACTOR TELEPHONE NO.	CONTRACT NO. TOWN	START DATE	PRIME OR SUB	CONTRACT \$ AMOUNT	\$ AMOUNT SUBLET TO OTHERS	\$ AMOUNT REMAINING ON CONTRACT
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CON-TECH CONSTRUCTION (914) 455-310	LD033836 PEEKSKILL	12-21-2017	SUB	8,329.00	0.00	302.73
	LD034296 BRIARCLIFF MANOR	11-27-2017	SUB	3,304.40	0.00	3,304.40
CONSTAR, INC (631) 608-3878	D263074 VARIOUS IN REGION 10	06-20-2017	SUB	19,166.07	0.00	19,166.07
	D263133 NEW YORK CITY	06-14-2017	SUB	53,031.33	0.00	9,525.00
	D263290 HEMPSTEAD, OYSTER BAY & BABYLON	08-15-2018	SUB	8,221.20	0.00	8,221.20
	D263419 VARIOUS IN REGION 10	08-31-2017	SUB	44,626.00	0.00	44,626.00
	D263539 HEMPSTEAD	04-05-2018	SUB	14,557.50	0.00	14,557.50
DEFOE CORPORATION (914) 699-744	RK23A MANHATTAN	04-06-2015	SUB	443,228.01	0.00	90,254.08
	D263392 NEW YORK CITY	09-08-2017	SUB	47,492.48	0.00	32,324.63
	D263584 BROOKHAVEN	03-12-2018	SUB	65,544.83	0.00	65,544.83
	HBM1027 NEW YORK	06-25-2014	SUB	284,936.51	0.00	129,799.88
DELALIO COAL & STONE, INC (631) 283-0037	NY114 VILLAGE OF EAST HAMPTON	09-26-2017	SUB	7,100.00	0.00	7,100.00
DENVILLE LINE PAINTING (973) 625-1010	MBTR142 BROOKLYN & QUEENS	04-13-2018	SUB	2.00	0.00	2.00
	MBTR143 BRONX, NYC & STATEN ISLAND	04-13-2018	SUB	41,656.80	0.00	
DUTCHESS COUNTY PUBLIC WORKS --	DCH201703 DUTCHESS COUNTY	07-25-2017	PRIME	240,324.68	0.00	17,372.34
	DCH201703B DUTCHESS COUNTY	09-17-2017	PRIME	152,660.00	0.00	39,404.94
	DCH201703C DUTCHESS COUNTY	10-21-2017	PRIME	4,978.85	0.00	350.00
EASTERN EXCAVATION (631) 285-7820	D263528 VARIOUS IN REGION 8	10-25-2017	SUB	39,470.50	0.00	39,470.50
ECCO III ENTERPRISES, INC. (914) 963-360	D262699 NEW YORK CITY	05-05-2015	SUB	353,738.50	0.00	19,388.68
	D263208 QUEENS	06-12-2017	SUB	246,190.16	0.00	108,973.76
	D263467 GREENBURGH	08-31-2017	SUB	59,384.50	0.00	33,176.44
	D263535 4 TOWNS IN REGION 8	10-11-2017	SUB	54,935.65	0.00	9,453.69
	D900034 ULSTER COUNTY	06-03-2017	SUB	27,198.16	0.00	12,590.96

## QUESTION 3.1

CONTRACTOR TELEPHONE NO.	CONTRACT NO. TOWN	START DATE	PRIME OR SUB	CONTRACT \$ AMOUNT	\$ AMOUNT SUBLET TO OTHERS	\$ AMOUNT REMAINING ON CONTRACT
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E.E. CRUZ & COMPANY, INC. (908) 462-9655	A36865 BROOKLYN	10-19-2016	SUB	36,375.00	0.00	36,375.00
	D263556 MOUNT VERNON	04-10-2018	SUB	111,887.56	0.00	104,293.51
	D900036 GREENBURGH & MT VERNON	09-26-2017	SUB	88,417.70	0.00	43,829.82
ELQ INDUSTRIES, INC. (914) 654-1040	13510 MT PLEASANT & BRIARCLIFF MANOR	05-25-2017	SUB	64,795.00	0.00	46,141.26
	170049 MAMARONECK	01-18-2018	SUB	11,563.94	0.00	11,563.94
	876032 YONKERS	05-31-2016	SUB	86,076.10	0.00	54,087.39
EL SOL CONT/EL SOL LTD ENTPR J (718) 392-8800	RK65A BRONX	04-08-2015	SUB	1,367,453.23	0.00	838,031.40
EL SOL CONTR/ES II ENTERPRISES --	C33835 BROOKLYN	01-17-2018	SUB	101,296.75	0.00	101,296.75
	VNM385 NYC	02-07-2018	SUB	184,800.00	0.00	184,800.00
	D263017 VARIOUS IN REGION 11	06-15-2017	SUB	28,735.60	0.00	12,643.15
	GWB244042 MANHATTAN	02-01-2018	SUB	56,713.75	0.00	56,713.75
EL SOL CONTRACTING (718) 392-880	D900037 VARIOUS IN REGION 11	12-18-2017	SUB	44,227.50	0.00	35,759.60
EMPIRE ROAD MARKING CORP. (347) 275-0635	84116SI STATEN ISLAND	11-13-2017	SUB	673,605.00	0.00	629,516.60
GAZEBO CONTRACTING INC. (718) 728-1770	HWR100PAD STATEN ISLAND	12-31-2017	SUB	21,702.81	0.00	1,339.81
G.G.G. CONSTRUCTION CORP. (516) 938-149	D263219 BABYLON & HUNTINGTON	02-13-2017	SUB	41,263.90	0.00	41,263.90
GIBSON & CUSHMAN CONTRACTING (631) 928-410	58065850 SOUTHAMPTON	12-20-2016	SUB	3,990.00	0.00	3,990.00
GRACE INDUSTRIES (516) 336-672	1016001 JAMAICA	11-16-2017	SUB	4,413.37	0.00	4,413.37
	D263361 VARIOUS IN REGION 11	12-06-2017	SUB	22,596.93	0.00	11,281.60
	D263398 NEW YORK CITY	07-10-2017	SUB	141,079.41	0.00	49,387.64
	D263477 HUNTINGTON	02-14-2018	SUB	211,904.12	0.00	183,528.60
	TANE1741 VARIOUS IN REGION 8/11	10-19-2017	SUB	6,000.00	0.00	6,000.00
	H6302911G LONG BEACH	09-26-2014	SUB	4,000.00	0.00	4,000.00
	JFK124016 QUEENS	10-13-2017	SUB	195,881.72	0.00	127,548.95

## QUESTION 3.1

CONTRACTOR TELEPHONE NO.	CONTRACT NO. TOWN	START DATE	PRIME OR SUB	CONTRACT \$ AMOUNT	\$ AMOUNT SUBLET TO OTHERS	\$ AMOUNT REMAINING ON CONTRACT
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HALMAR INTERNATIONAL (845) 735-351	6234 WESTBURY	04-04-2018	SUB	3,117.49	0.00	2,906.89
Harrison & Burrows Brdg Cnstrc 518-465-6254	D263043 VARIOUS IN REGION 8	11-11-2016	SUB	4,440.00	0.00	4,440.00
HASA CONSTRUCTION LLC 718-326-4281	D262514A NEW YORK CITY	11-07-2017	SUB	20,704.00	0.00	20,704.00
	HWC8CH4C1 QUEENS	04-17-2018	SUB	70,810.20	0.00	70,810.20
H&L CONTRACTING, LLC (631) 928-4104	D263109 VARIOUS IN REGION 10	04-10-2017	SUB	189,628.75	0.00	90,631.41
	D263255 BABYLON & ISLIP	04-13-2017	SUB	32,549.40	0.00	4,161.55
TOWN OF HUNTINGTON (631) 351-307	T23418 HUNTINGTON	04-03-2018	PRIME	678,750.00	0.00	678,750.00
HVB CONSTRUCTION INC (845) 837-1449	CP8006500 WALLKILL	03-15-2016	SUB	1,781.00	0.00	1,781.00
INTER CONTRACTING CORP (914) 337-1350	CP1705061 QUEENS	12-19-2017	SUB	5,100.00	0.00	5,100.00
INTER LAPERUTA JV (914) 337-1350	CP1802076 STATEN ISLAND	03-05-2018	SUB	2,253.00	0.00	3.00
INTERCOUNTY PAVING ASSOCIATES, 516-827-6900	14021MM NEWARK AIRPORT	06-10-2014	SUB	2,003.00	0.00	2,003.00
	D263289 VARIOUS IN REGION 11	05-19-2017	SUB	1,024,385.98	0.00	629,274.00
	D263428 VARIOUS IN REGION 10	02-05-2018	SUB	8,614.10	0.00	1,122.00
	D263540 3 TOWNS IN REGION 10	10-11-2017	SUB	445,751.75	0.00	389,676.00
	D263562 VARIOUS IN REGION 11	03-26-2018	SUB	159,471.76	0.00	159,471.76
	D263563 VARIOUS IN REGION 10	10-02-2017	SUB	1,081,450.36	0.00	833,155.32
	D263565 VARIOUS IN REGION 10	10-05-2017	SUB	453,363.17	0.00	313,542.06
	D263571 VARIOUS IN REGION 11	11-14-2017	SUB	243,315.69	0.00	111,616.40
	JFK1067 JAMAICA	09-08-2017	SUB	41,800.00	0.00	33,172.75
	LGA914205A QUEENS	11-08-2014	SUB	27,450.00	0.00	16,437.00
TOWN OF ISLIP (631) 467-3300	DAT20175 ISLIP	12-01-2017	PRIME	2,089.00	0.00	2,089.00
	DAT20175B ISLIP	12-11-2017	PRIME	2,255.02	0.00	84.50
	DAT20175C ISLIP	12-01-2017	PRIME	1,577.50	0.00	1,577.50

## QUESTION 3.1

CONTRACTOR TELEPHONE NO.	CONTRACT NO. TOWN	START DATE	PRIME OR SUB	CONTRACT \$ AMOUNT	\$ AMOUNT SUBLET TO OTHERS	\$ AMOUNT REMAINING ON CONTRACT
	DAT20175D ISLIP	12-01-2017	PRIME	1,589.50	0.00	1,589.50
J. ANTHONY ENTERPRISES (631) 589-324	CP0412 NEW YORK	03-15-2018	SUB	31,236.60	0.00	31,236.60
JFK INTERNATIONAL AIRPORT (718) 244-379	450006JFK JAMAICA	03-21-2014	PRIME	5,223,241.65	0.00	193,289.45
JUDLAU CONTRACTING, INC. (718) 321-181	HEX1086 BRONX	08-02-2017	SUB	46,939.53	0.00	39,416.77
	GWB244150 FORT LEE	09-28-2017	SUB	119,445.85	0.00	117,994.75
LAGUARDIA AIRPORT 7185333591	450006LGA QUEENS	11-24-2014	PRIME	830,021.70	0.00	11,038.70
LANDTEK GROUP, INC (631) 691-2381	H12076 MASSAPEQUA	05-13-2016	SUB	3,000.00	0.00	3,000.00
LASER INDUSTRIES, INC. (631) 924-0644	H9107901G VARIOUS	01-16-2018	SUB	19,024.00	0.00	19,024.00
LAWS CONSTRUCTION COMPANY (914) 741-210	SEK20065 BROOKLYN	09-23-2016	SUB	13,035.00	0.00	9,954.72
MCNAMEE CONSTRUCTION CORP (914) 243-5910	D262855 VARIOUS IN REGION 8	06-30-2016	SUB	17,230.00	0.00	13,050.65
MERRITT CONSTRUCTION, INC. (845) 246-2138	C3532501A WAPPINGER FALLS	11-28-2016	SUB	475.00	0.00	475.00
	C3532501B WAPPINGER FALLS	11-28-2016	SUB	1,750.00	0.00	1,750.00
METRO EXPRESS SERVICES, INC. (718) 482-0080	84116BK BROOKLYN	12-06-2017	SUB	1,572,529.99	0.00	1,561,770.90
	84116QU QUEENS	12-06-2017	SUB	1,596,813.93	0.00	1,584,740.25
MILL BASIN BRIDGE CONSTRUCTORS (845) 735-3511	HBK1023 BROOKLYN	10-05-2015	SUB	457,879.44	0.00	258,189.02
MINHAS GENERAL CONTR COMPANY (718) 871-5799	6260 VARIOUS IN QUEENS/NASSAU	10-16-2017	SUB	4,999.30	0.00	1,999.30
MORANO BROTHERS CORP (914) 788-846	882344 VARIOUS IN PUTNAM COUNTY	10-05-2017	SUB	7,181.25	0.00	7,181.25
MONTESANO BROTHERS INC. (914) 235-480	17110 GREENBURGH	10-17-2017	SUB	30,075.05	0.00	20,073.55
NAGORI CONTRACTING CORP. (718) 966-5431	JFK914209 JAMAICA	07-12-2017	SUB	20,110.75	0.00	20,110.75
NASSAU COMMUNITY COLLEGE (516) 572-7677	PA130032 GARDEN CITY	08-24-2014	PRIME	124,223.91	0.00	22,326.01
	CP08032016 GARDEN CITY	08-29-2016	PRIME	67,646.80	0.00	32,315.00
NEWARK LIBERTY INTL AIRPORT (973) 961-607	450006EWR NEWARK	05-18-2014	SUB	2,564,641.01	0.00	215,303.23

CONTRACTOR TELEPHONE NO.	CONTRACT NO. TOWN	START DATE	PRIME OR SUB	CONTRACT \$ AMOUNT	\$ AMOUNT SUBLET TO OTHERS	\$ AMOUNT REMAINING ON CONTRACT
NORTHBROOK CONTRACTING (914) 737-440	TANY1512 WESTCHESTER COUNTY	04-15-2015	SUB	17,148.00	0.00	17,148.00
NY State DOT	D263305 REGION 10	06-22-2017	PRIME	7,531,174.04	0.00	2,202,540.28
NEW YORK PAVING, INC. (718) 482-0780	D263251 BROOKHAVEN	04-20-2018	SUB	22,819.56	0.00	22,242.06
O&G INDUSTRIES INC. (860) 489-926	13021603 DOVER PLAINS	10-19-2017	SUB	53,297.30	0.00	35,893.00
PALADINO CONCRETE CREATIONS, CO (914) 699-0907	CP201609 RYE	06-29-2017	SUB	5,271.20	0.00	5,271.20
PCI INDUSTRIES CORP. (914) 665-4700	4242001 EASTCHESTER	08-11-2017	SUB	3,602.40	0.00	1,851.36
TUTOR PERINI CORPORATION 9147391908	VN80B NEW YORK	08-04-2014	SUB	791,620.54	0.00	221,129.75
PIONEER LANDSCAPING & ASPHALT (631) 269-430	17020 RIVERHEAD	11-20-2017	SUB	45,755.00	0.00	45,755.00
	CP17103 UNIONDALE	03-29-2018	SUB	102,839.46	0.00	95,100.06
PETER J LANDI, INC. (914) 961-444	CP1708138 NEW ROCHELLE	08-28-2017	SUB	2,160.00	0.00	2,160.00
	CP1712048 MOUNT KISCO	04-23-2018	SUB	1,800.01	0.00	1,800.01
POSILLICO CIVIL, INC. (631) 249-187	E31292 QUEENS	12-19-2017	SUB	18,047.72	0.00	18,047.72
	D262994 HEMPSTEAD	09-21-2017	SUB	23,709.09	0.00	19,090.55
	D263287 REGION 10	08-17-2017	SUB	774,469.23	0.00	347,019.04
	D900033 SMITHTOWN	08-18-2016	SUB	157,612.40	0.00	33,632.45
	D900039 BRONX	03-19-2018	SUB	84,932.30	0.00	80,955.05
	H6158733G HEMPSTEAD & OYSTER BAY	04-07-2017	SUB	157,081.30	0.00	46,710.00
	H6158743G OYSTER BAY	01-22-2018	SUB	289,925.00	0.00	289,925.00
	H6158752G OYSTER BAY & NORTH HEMPSTEAD	11-18-2017	SUB	194,162.50	0.00	175,171.43
POSILLICO-TULLY JV	0122 BROOKLYN	07-20-2014	SUB	55,509.98	0.00	41.48
PRATT BROTHERS INC. (631) 667-680	17043 BROOKHAVEN	09-07-2017	SUB	66,829.40	0.00	48,571.00
	17075 BROOKHAVEN	04-05-2018	SUB	31,612.35	0.00	26,628.50

## QUESTION 3.1

CONTRACTOR TELEPHONE NO.	CONTRACT NO. TOWN	START DATE	PRIME OR SUB	CONTRACT \$ AMOUNT	\$ AMOUNT SUBLET TO OTHERS	\$ AMOUNT REMAINING ON CONTRACT
RAMPART HYDRO SERVICES LP (412) 262-4511	H6158755GR HEMPSTEAD	04-10-2018	SUB	123,180.00	0.00	108,518.50
	4600010EWR NEWARK	05-23-2016	SUB	29,963.62	0.00	1,500.02
	4600010JFK QUEENS	10-18-2015	SUB	363,428.50	0.00	1,500.00
	4600010LGA QUEENS	09-29-2015	SUB	243,400.90	0.00	1,501.00
	4600010SWF NEWBURGH	09-28-2016	SUB	23,703.96	0.00	1,500.02
	4600010TEB TETERBORO	09-29-2015	SUB	1,500.06	0.00	1,500.06
RESTANI CONSTRUCTION CORP (718) 728-087	D263372 VARIOUS IN NYC	11-15-2017	SUB	29,439.71	0.00	20,348.00
ROADWORK AHEAD (516) 280-8745	CP1705131 HEMPSTEAD	05-30-2017	SUB	2,000.02	0.00	2,000.02
	CP1712030 HEMPSTEAD	12-07-2017	SUB	4,700.02	0.00	4,700.02
PAUL J SCARIANO, INC (914) 623-9200	JFK1053W05 JAMAICA	09-28-2017	SUB	34,223.10	0.00	11,066.65
SCAFFIDI'S PAVING AND DRAINAGE (845) 429-0081	CP1610019 HAVERSTRAW	10-13-2016	SUB	1,600.04	0.00	1,600.04
Schiavone Construction Co. LLC (646) 632-4521	TN60 BRONX	04-05-2017	SUB	140,906.13	0.00	39,395.70
SENTRALE CONSTRUCTION (914) 761-582	CP1601007 TARRYTOWN	04-14-2016	SUB	4,703.19	0.00	4,703.19
A. Srvdn, Inc/B.Anthny Cstr JV (908) 525-030	D900029 VARIOUS IN REGION 8	04-21-2016	SUB	20,500.02	0.00	20,500.02
SKANSKA KOCH-KIEWIT JV (732) 366-7000	AKB264039 BAYONNE	10-28-2013	SUB	214,691.90	0.00	109,056.60
SKANSKA/WALSH Design Build JV (917) 421-3736	LGA000 QUEENS	07-17-2016	SUB	686,756.44	0.00	45,811.98
	1213126J QUEENS	12-01-2017	SUB	188,708.88	0.00	188,708.88
SUFFOLK COUNTY (631) 852-4010	CP5037 SUFFOLK COUNTY	09-26-2017	PRIME	2,359,295.00	0.00	2,359,295.00
TAPPAN ZEE CONSTRUCTORS, LLC (914) 789-3200	TANY1218B TARRYTOWN & SOUTH NYACK	05-13-2014	SUB	746,139.55	0.00	531,132.27
TRIBOROUGH BRIDGE & TUNNEL AUT 13MNT2911 (212) 360-290	VARIOUS	05-12-2014	PRIME	1,473,582.15	0.00	417,856.75
PETERBORO AIRPORT (201) 296-473	450006TEB TETERBORO	10-12-2014	PRIME	695,668.15	0.00	42,406.32
FILCON NEW YORK 973-659-3676	924283F NEWARK	10-18-2017	SUB	5,892.25	0.00	3,200.20

## QUESTION 3.1

CONTRACTOR TELEPHONE NO.	CONTRACT NO. TOWN	START DATE	PRIME OR SUB	CONTRACT \$ AMOUNT	\$ AMOUNT SUBLET TO OTHERS	\$ AMOUNT REMAINING ON CONTRACT
	924283G NEWARK	10-17-2017	SUB	27,515.63	0.00	9,000.00
TRANSIT CONSTRUCTION CORP (914) 476-0465	16001 YONKERS	01-16-2017	SUB	750.03	0.00	750.03
TRIUMPH CONSTRUCTION CORP (718) 861-606	HWP15KCL BROOKLYN	07-12-2017	SUB	58,625.00	0.00	58,625.00
	HWCSCH3B2 QUEENS	09-12-2017	SUB	79,241.60	0.00	34,602.20
TULLY CONSTRUCTION CO INC. (718) 446-700	BB54 NEW YORK CITY	12-02-2017	SUB	53,360.93	0.00	3,285.85
	BP96C QUEENS	05-01-2013	SUB	24,018.50	0.00	18.50
	D262391 REHAB OF MAJOR DEEGAN	10-14-2014	SUB	433,261.38	0.00	317,402.33
	D262980 BROOKLYN	12-15-2016	SUB	129,219.37	0.00	88,442.15
	D900042 HEMPSTEAD	04-10-2018	SUB	75,243.50	0.00	75,243.50
	HBQ1203 CORONA & FLUSHING	02-02-2016	SUB	38,250.39	0.00	24,391.39
	HWD10105 BROOKLYN	04-20-2017	SUB	120,020.00	0.00	120,020.00
	TAAG2723 QUEENS	01-15-2018	SUB	5,008.44	0.00	2,013.44
	JFK154018 QUEENS	07-28-2016	SUB	7,400.00	0.00	3,760.00
	LGA124086 QUEENS	08-21-2016	SUB	58,986.00	0.00	19,142.25
	LGA124250 QUEENS	10-28-2017	SUB	45,263.20	0.00	26,511.61
	LGA124264 QUEENS	03-22-2018	SUB	109,401.20	0.00	109,401.20
	LGA124223K QUEENS	04-27-2017	SUB	40,137.60	0.00	2,200.00
FULLY CONSTR./POSILICO CIVIL, (718) 446-700	D900040 VARIOUS IN REGION 11	01-18-2018	SUB	106,450.00	0.00	106,450.00
Unicorn Construction Enterprises 201-782-9100	SFM516W019 BROOKLYN	02-28-2018	SUB	48,876.80	0.00	48,876.80
UNIONPORT CONSTRUCTORS JV (201) 867-5070	HBX1131 BRONX	02-20-2018	SUB	78,831.40	0.00	70,136.40
VERDUGOS GENERAL CONTR CORP (718) 235-9727	HWPL2010K BROOKLYN	10-18-2016	SUB	14,805.80	0.00	6,797.38
Westchester County DPW (914) 285-254	17024 VARIOUS	12-20-2017	PRIME	20,000.00	0.00	20,000.00
VEB CONSTRUCTION CORP. (516) 739-8398	2017003 GARDEN CITY	04-18-2018	SUB	8,421.24	0.00	8,421.24

## QUESTION 3.1

CONTRACTOR TELEPHONE NO.	CONTRACT NO. TOWN	START DATE	PRIME OR SUB	CONTRACT \$ AMOUNT	\$ AMOUNT SUBLET TO OTHERS	\$ AMOUNT REMAINING ON CONTRACT
WELSBACH ELECTRIC CORP. OF LI (516) 454-0023	393 EAST MEADOW	11-16-2017	SUB	4,003.44	0.00	4,003.44
Westchester County Airport (914) 995-486	WCA14006 WESTCHESTER CTY AIRPORT	08-26-2014	PRIME	969,326.83	0.00	69,683.85
Yonkers Contracting Co., Inc. 914-965-1500	D263244 MOUNT KISCO, NEW CASTLE	03-20-2017	SUB	26,807.62	0.00	11,550.39
GRAND TOTALS				\$44,923,948.22	0.00	\$20,609,922.57



**Caroline Sumner**

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**From:** Smolinski, Kathy (DOT) <Kathy.Smolinski@dot.ny.gov>  
**Sent:** Monday, May 07, 2018 8:16 AM  
**To:** Caroline Sumner  
**Cc:** Jack Matis  
**Subject:** Safety Marking

We have received, reviewed and approved your CCA-2 today, effective 5/3/18, good for 1 year.

Kathy Smolinski  
Contract Management Specialist  
NYS Department of Transportation  
Contract Management Bureau  
50 Wolf Road, Suite 1CM  
Albany, NY 12232  
Phone: 518 457-1564  
Fax: 518 457-2642  
E-mail: [kathy.smolinski@dot.ny.gov](mailto:kathy.smolinski@dot.ny.gov)



Please consider the environment before printing this email

# PROPOSAL

H62153-11G - PIN 0760.61

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
619.01	1 LS	Basic Work Zone Traffic Control FOR: <u>Forty Thousand Dollars and Zero Cents</u> Dollars Cents	\$ 40,000	00	\$ 40,000	00
619.24	1 LS	Nighttime Operations FOR: <u>Twenty Five Thousand Dollars and Zero Cents</u> Dollars Cents	\$ 25,000	00	\$ 25,000	00
635.0103	1,417,702 LF	Remove Existing Pavement Marking Striping FOR: <u>Zero Dollars and Thirty-Three Cents</u> Dollars Cents	\$ 0	33	\$ 467,841	66
635.0203	356 EA	Remove Existing Pavement Marking Letters FOR: <u>Twenty Dollars and Zero Cents</u> Dollars Cents	\$ 20	00	\$ 7,120	00
635.0303	1,104 EA	Remove Existing Pavement Marking Symbols FOR: <u>Twenty Dollars and Zero Cents</u> Dollars Cents	\$ 20	00	\$ 22,080	00
685.07200110	593,624 LF	White Epoxy ReflectORIZED Pavement Stripes - 20 MILS (Wet Night Visibility Spheres) FOR: <u>Zero Dollars and Thirty-Eight Cents</u> Dollars Cents	\$ 0	38	\$ 225,577	12
685.07200210	356 EA	White Epoxy ReflectORIZED Pavement Letters: 20 MILS (Wet Night Visibility Spheres) FOR: <u>One Hundred Fifty-Five Dollars and Zero Cents</u> Dollars Cents	\$ 155	00	\$ 55,180	00
685.07200310	1,019 EA	White Epoxy ReflectORIZED Pavement Symbols: 20 MILS (Wet Night Visibility Spheres) FOR: <u>One Hundred Ninety-Five Dollars and Zero Cents</u> Dollars Cents	\$ 195	00	\$ 198,705	00

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# PROPOSAL

## H62153-11G - PIN 0760.61

SCHEDULE OF PRICES						
ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
685.07200410	69,505 LF	White Epoxy ReflectORIZED Pavement Stripes - 20 MILS Cross Hatching (Wet Night Visibility Spheres) FOR: <u>zero dollars and ninety-five cents</u> Dollars Cents	\$ 0	95	\$ 66,029	75
685.07200510	156,958 LF	White Epoxy ReflectORIZED Pavement Stripes - 20 MILS Special Markings (Wet Night Visibility Spheres) FOR: <u>two dollars and thirty-five cents</u> Dollars Cents	\$ 2	35	\$ 368,851	30
685.07200610	504,057 LF	Yellow Epoxy ReflectORIZED Pavement Stripes - 20 MILS (Wet Night Visibility Spheres) FOR: <u>zero dollars and thirty-eight cents</u> Dollars Cents	\$ 0	38	\$ 191,541	66
685.07200710	93,580 LF	Yellow Epoxy ReflectORIZED Pavement Stripes - 20 MILS Cross Hatching (Wet Night Visibility Spheres) FOR: <u>zero dollars and ninety-five cents</u> Dollars Cents	\$ 0	95	\$ 88,882	00
685.07200810	85 EA	White Epoxy ReflectORIZED Pavement Markings - 20 MILS Yield Line Symbol - Small - (Wet Night Visibility Spheres) FOR: <u>twenty-five dollars and zero cents</u> Dollars Cents	\$ 75	00	\$ 6,375	00
685.07200910	0 EA	White Epoxy ReflectORIZED Pavement Markings - 20 MILS Yield Line Symbol - Large - (Wet Night Visibility Spheres) FOR: <u>ninety-five dollars and zero cents</u> Dollars Cents	\$ 95	00	\$ 0	00
699.040001	1 LS	Mobilization FOR: <u>Twenty thousand dollars and zero cents</u> Dollars Cents	\$ 20,000	00	\$ 20,000	00

Nassau County Pavement Markings Phase 11  
Nassau County Department of Public Works  
NYSDOT PIN 0760.56 / H62153

**NO TEXT ON THIS PAGE**

NUMERIC TOTAL OR GROSS BID:

FOR \$1,783,183.49

Dollars

Cents

TOTAL OR GROSS BID MUST BE WRITTEN IN WORDS:

FOR

one Million Seven Hundred Eighty Three Thousand One Hundred Eighty Three Dollars and Forty-Nine Cents

Dollars

Cents

CONTRACTOR:

Safety Marking, Inc.

BY:

Mark Kelly

TITLE:

President

SIGNATURE:

[Signature]

DATE:

March 26, 2019

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, President

5/21/2020

Name and Title of Authorized Representative

m/d/yy

Signature

5/21/2020

Date

SAFETY MARKING, INC.

Name of Organization

255 Hancock Avenue, Bridgeport, CT 06605

Address of Organization

### 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 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.



# QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 46 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 29 years
  - b. as a Subcontractor 46 years
3. List below the construction projects your firm has under way as of this date: PLEASE SEE ATTACHED

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
--------------------	------------------	----------------------	---

(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: PLEASE SEE ATTACHED

Contract Amount	Class of work	Percent Completed	Name and Address of Owner or Contracting Officer
--------------------	------------------	----------------------	---

(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.

**NO TEXT ON THIS PAGE**

QUESTION NO. 3

SAFETY MARKING, INC.  
CONSTRUCTION EXPERIENCE  
PRIME CONTRACTS IN PROGRESS

PAGE 1

OWNER, ADDRESS, &  
TELEPHONE NO.

CONTRACT

LOCATION

TYPE OF WORK

CONTACT

START  
DATE

% COMPLETE

ESTIMATED  
COMPLETE  
DATE

STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION 250 VETERANS MEMORIAL HIGHWAY HAUPPAUGE, N.Y. 11788-5518 (631)420-7333	d2633	NASSAU/SUFFOLK COUNTIES	INSTALLATION OF DURABLE PVMT MKGS VARIOUS	J. DIONISIO (631)918-2539	5/19	0.0	8/20
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	18PSX0127AB	CT DISTRICTS 1,2,3,4	INSTALLATION OF EPOXY PVMT MKGS NON-INTERSTATE, EXPRESSWAYS & ROADWAYS	DIST.1-BETH LANE (860)-258-4518 DIST.2-BILL CARON (860)-564-7371 DIST.3-DAVID PADDEN (203)488-8450 DIST.4-CLIFTON HENDERSON (860)585-2715	09/18	30.0	08/21
COUNTY OF SUFFOLK SUFFOLK CTY DEPT OF PUBLIC WORKS 335 YAPHANK AVENUE YAPHANK, NY 11980	CP-5037	VARIOUS IN SUFFOLK CTY	PAVEMENT MKGS REPLACEMENT PROGRAM - VARIOUS ROADWAYS COUNTY-WIDE	WILLIAM HILMAN (631)952-4002	5/18	50.0	12/20
RHODE ISLAND DEPARTMENT OF TRANSPORTATION TWO CAPITOL HILL-ROOM 110 PROVIDENCE, RI 02903 (401)478-2570	2018-CT-025	STATEWIDE STRIPING-CENTRAL	EPOXY PVMT STRIPING	JAMES DELEO (401)265-8352	08/18	50.0	11/19
RHODE ISLAND DEPARTMENT OF TRANSPORTATION TWO CAPITOL HILL-ROOM 110 PROVIDENCE, RI 02903 (401)478-2570	2018-CT-028	STATEWIDE STRIPING-SOUTH	EPOXY PVMT STRIPING	JAMES DELEO (401)265-8352	08/18	50.0	11/19
TOWN OF ISLIP MACARTHUR AIRPORT 100 ARRIVAL AVE RONKONKOMA, NY 11779	DAT 2017-5	MACARTHUR AIRPORT	RUNWAY RUBBER AND PAINT REMOVAL AND RE-PAINTING SERVICES	CARL VOGT 9631)467-3300	12/17	30.0	12/22

QUESTION NO. 3

SAFETY MARKING, INC.  
CONSTRUCTION EXPERIENCE  
PRIME CONTRACTS IN PROGRESS

PAGE 2

OWNER, ADDRESS, &  
TELEPHONE NO.

OWNER, ADDRESS, & TELEPHONE NO.	CONTRACT	LOCATION	TYPE OF WORK	CONTACT	START DATE	% COMPLETE	ESTIMATED COMPLETE DATE
COUNTY OF WESTCHESTER 148 MARTINE AVENUE WHITE PLAINS, NY 10601 (914)995-2594	WCA14006	WESTCHESTER CITY AIRPORT	RUNWAY AND TAXIWAY PAINTING AND RUBBER REMOVAL	TOM RUMBARGER (914)995-4885	8/14	95.0	07/19
MTA BRIDGES AND TUNNELS (TBTA) 2 BROADWAY NEW YORK, NY 10004	13-MNT-2911	NEW YORK CITY	PLACEMENT & REMOVAL OF TRAFFIC PVT MKGS AT VARIOUS AUTHORITY FACILITIES	GLENN OLSEN (212)360-2905	5/14	90.0	5/19
PORT AUTHORITY OF NY AND NJ 225 PARK AVENUE, SOUTH NEW YORK, NY 10003	46000009777	JFK, LGA, EWR, TEB AIRPORTS	REMOVAL OF EPOXY AND LATEX PAINT AND APPLICATION OF LATEX PAINT	JFK-MARCELO MORELLI (718)244-3787 LGA-LIZZETTE ROBLES (718)533-3800 EWR-WARD HOEKSTRA (973)961-6604 TEB-PAM PHILLIPS (201)807-4018	4/14	60.0	11/20
COUNTY OF DUTCHESS DEPARTMENT OF PUBLIC WORKS 38 DUTCHESS TURNPIKE POUGHKEEPSIE, NY 12603 (945)486-2925	DCH-2017-03	DUTCHESS CITY ROADS	EPOXY & PAINT PAVEMENT STRIPING	MATTHEW DAVIS (845)486-2925	07/17	75.0	11/19

QUESTION NO. 4

SAFETY MARKING, INC.  
WORK EXPERIENCE  
PRIME CONTRACTS 2016-2018

PAGE 1

OWNER, ADDRESS, & TELEPHONE NO.	CONTRACT NUMBER	LOCATION	PROJECT/CONTRACT DESCRIPTION	CONTACT	START DATE	COMPLETE DATE
RHODE ISLAND DEPARTMENT OF TRANSPORTATION TWO CAPITOL HILL-ROOM 110 PROVIDENCE, RI 02903 (401)478-2570	2017-CT-001	STATEWIDE STRIPING-EAST BAY	EPOXY PVMT STRIPING	JAMES DELEO (401)265-8352	06/17	11/18
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	18PSX0035	CT DISTRICTS 1,2,3,4	INSTALLATION OF EPOXY PVMT MKGS NON-INTERSTATE, EXPRESSWAYS & ROADWAYS	DIST 1-BETH LANE (860)-258-4518 DIST 2-BILL CARON (860)-564-7371 DIST 3-DAVID PADDEN (203)488-8450 DIST 4-CLIFTON HENDERSON (860)585-2715	06/16	11/18
STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION 250 VETERANS MEMORIAL HIGHWAY HAUPPAUGE, N.Y. 11788-5518 (631)420-7333	D263305	NASSAU/SUFFOLK COUNTIES	INSTALLATION OF DURABLE PVMT MKGS VARIOUS	J. DIONISIO (631)918-2539	06/17	7/18
RHODE ISLAND DEPARTMENT OF TRANSPORTATION TWO CAPITOL HILL-ROOM 110 PROVIDENCE, RI 02903 (401)478-2570	2015-CT-094	STATEWIDE STRIPING-CENTRAL	EPOXY PVMT STRIPING	JAMES DELEO (401)265-8352	06/17	12/17
COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS 1550 FRANKLIN AVENUE MINEOLA, NY 11501-4822	H62153A	NASSAU COUNTY	PAVEMENT MARKING IMPROVEMENTS - PHASE 8	RICHARD KRAMER (516)571-1950	5/17	10/17
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	174-415	VARIOUS IN DISTRICT 4	INSTALLATION OF CENTERLINE RUMBLE STRIPS	CRAIG ALBERT (860)321-7428	10/17	10/17

QUESTION NO. 4

SAFETY MARKING, INC.  
WORK EXPERIENCE  
PRIME CONTRACTS 2016-2018

PAGE 2

OWNER, ADDRESS, & TELEPHONE NO.	CONTRACT NUMBER	LOCATION	PROJECT/CONTRACT DESCRIPTION	CONTACT	START DATE	COMPLETE DATE
STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION 250 VETERANS MEMORIAL HIGHWAY HAUPPAUGE, N.Y. 11788-5518 (631)420-7333	D263122	NASSAU/SUFFOLK COUNTIES	INSTALLATION OF DURABLE PVMT MKGS VARIOUS	J. DIONISIO (631)918-2539	6/16	7/17
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	171-403	VARIOUS IN DISTRICT 1	EPOXY PVMT MKG INSTALLATION AND GROOVING ON VARIOUS ROUTES	DANIEL STAFKO (203)389-3156	6/16	9/16
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	172-445	VARIOUS IN DISTRICT 2	EPOXY PVMT MKG INSTALLATION AND GROOVING ON VARIOUS ROUTES	MICHAEL WASHINGTON (860)823-3105	6/16	9/16
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	173-459	VARIOUS IN DISTRICT 3	EPOXY PVMT MKG INSTALLATION AND GROOVING ON VARIOUS ROUTES	STEVE HEBERT (203)389-3154	6/16	10/16
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	174-398	VARIOUS IN DISTRICT 4	EPOXY PVMT MKG INSTALLATION AND GROOVING ON VARIOUS ROUTES	MARK SOSNOWSKI (203)591-3576	6/16	10/16
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	171-386	VARIOUS IN DISTRICT 1	EPOXY PVMT MKG INSTALLATION AT PUBLIC RAILROAD/HIGHWAY AT GRADE CROSSINGS	DANIEL STAFKO (203)389-3156	4/16	7/16
STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION 2800 BERLIN TURNPIKE NEWINGTON, CT 06131-7546	170-3315	VARIOUS IN DISTRICT 3-4	EPOXY PVMT MKG INSTALLATION AT PUBLIC RAILROAD/HIGHWAY AT GRADE CROSSINGS	VINCENT D'ALEO (203)591-3567	7/16	11/16

QUESTION NO. 4

SAFETY MARKING, INC.  
WORK EXPERIENCE  
PRIME CONTRACTS 2016-2018

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OWNER, ADDRESS, & TELEPHONE NO.	CONTRACT NUMBER	LOCATION	PROJECT/CONTRACT DESCRIPTION	CONTACT	START DATE	COMPLETE DATE
COUNTY OF NASSAU DEPARTMENT OF PUBLIC WORKS 1550 FRANKLIN AVENUE MINEOLA, NY 11501-4822	H62153	NASSAU COUNTY	PAVEMENT MARKING IMPROVEMENTS - PHASE 7	RICHARD KRAMER (516)571-1950	10/15	10/16
STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION 250 VETERANS MEMORIAL HIGHWAY HAUPPAUGE, N.Y. 11788-5518 (631)420-7333	D262821	NASSAU/SUFFOLK COUNTIES	INSTALLATION OF DURABLE PVT MKGS VARIOUS	J. DIONISIO (631)918-2539	06/15	6/16
COUNTY OF DUTCHESS DEPARTMENT OF PUBLIC WORKS 38 DUTCHESS TURNPIKE POUGHKEEPSIE, NY 12603 (845)486-2925	DCH-2014-07	DUTCHESS CTY ROADS	EPOXY & PAINT PAVEMENT STRIPING	JOSEPH KELLEY (845)206-1328	7/14	12/16

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.



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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. Please see Attached.

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.  
NMC

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Question # 8 - In July 2016, an audit was done by the NYC Parks & Recreation and the finding was a misclassification of Painter-Striper and should have been a Painter-Lineperson resulting in a small underpayment. Payment was made for the underpayments and the matter was resolved.

10. In what other lines of business are you financially interested?  
*None*

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	President	46 years	All phases of line striping & removal	All capacities
David Steffens	Operations Mgr.	24 years	All phases of line striping & removal	All capacities
James Cody	LI Superintendent	32 years	All phases of line striping & removal	All capacities
Lucas Papageorge	General Mgr.	27 years	All phases of line striping & 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:

*Please see Attached - Location - Westbury office*

Item	Description, Size Capacity, Year, etc.	Years of Service	Present Location
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(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.

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Equipment	Description	Year	Make	Model	Vin #	Marker#	
ATTENUATOR CONE RACK							
CT-0051	AT-51	ATTENUATOR/CONE/MSGBRD	2005	ISUZU	FXR	4GTM8F1385F700860	39705-A
CT-0052	AT-52	ATTENUATOR/CONE/FLATBED	2005	ISUZU	FXR	4GTM8F1375F700879	39863-A
CT-0053	AT-53	ATTENUATOR/CONE/MSGBRD	2006	ISUZU	FXR	4GTM8F1336F700265	59674A
CT-0054	AT-54	ATTENUATOR/SIGNBOARD	2000	INTERNATIO	4700	1HTSCAAM21H331594	K61437
CT-0055	AT-55	ATTENUATOR/SIGNBOARD	2000	INTERNATIO	4700	1HTSCAAM9YH315452	K67593
CT-0056	AT-56	ATTENUATOR/TAPE TRUCK	2003	FREIGHTLIN	FL 70	1FVABTAKX3HK38593	47973-A
CT-0057	AT-57	ATTENUATOR/CONE/FLATBED	2010	FORD	F750	3FRXF7FFXAV275369	49360A
CT-0058	AT-58	ATTENUATOR/CONE/RACK BODY	2010	FORD	F-750	3FRXF7FG8AV271152	50431A
CT-0059	AT-59	ATTENUATOR/CONE/RACK BODY	2010	FORD	F-750	3FRXF7FE5AV274217	50430A
CT-0060	AT-60	ATTENUATOR/MESSAGE BOARD	2004	INTERNATIO	4300	1HTMMAAL14H663124	K79890
CT-0061	AT-61	ATTENUATOR/MESSAGE BOARD	2004	INTERNATIO	4300	1HTMMAAL84H663122	102775-RI
CT-0062	AT-62	ATTENUATOR/MESSAGE BOARD	2011	INTERNATIO	4300	1HTJTSKL4BH363813	K95995
CT-0063	AT-63	ATTENUATOR/MESSAGE BOARD	2011	INTERNATIO	4300	1HTJTSKL7BH363806	K95994
CT-0064	AT-64	ATTENUATOR/MESSAGE BOARD	2000	GMC/ISUZU	FTR	1GDM7C1C1YJ515307	32655A
CT-0065	AT-65	ATTENUATOR CONE MESSAGE B	2015	FORD	F-750	3FRXF7FL1FV003113	57103A
CT-0066	AT-66	ATTENUATOR/CONE/MSGBRD	2016	INTERNATIO	4300 SBA 4	1HTMMMN5GH283142	58173A
CT-0067	AT-67	ATTENUATOR/CONE/MSGBRD	2008	FORD	F-750	3FRXF75C88V075270	48963A
BOX TRUCK							
BX-0007	V-7	BOX TRUCK	1999	CHEVROLET	W-4	J8BC4B140X7015136	J-87321
BX-0010	V-10	BOX TRUCK	2006	ISUZU	NQR	JALE5B16967903395	K38457
BX-0011	V-11	BOX TRUCK	2003	ISUZU	NQR	JALE5B14437902164	K71639
BX-0013	V-13	BOX TRUCK	2010	ISUZU	NQR	JALE5W162C7900213	K83845
BX-0014	V-14	BOX TRUCK	2004	ISUZU	FRR	JALF5C13647700946	J22139
BX-0015	AV-15	AIRPORT BOX VAN	2012	FORD	F-750	3FRXF7FE7BV692327	53640A
BX-0016	AV-16	AIRPORT BOX VAN	2015	FORD	F-750	3FRXW7FE7FV720150	57102A
BX-0017	V-17	BOX TRUCK	2012	ISUZU	NPR	JALC4W164C7002206	AB10954
BX-0018	V-18	BOX TRUCK	2012	ISUZU	NPR	JALC4W160C7002199	AB10953
BX-0019	V-19	BOX TRUCK	2012	ISUZU	NPR	JALC4W16XC7002324	AB52549
BX-0020	V-20	BOX TRUCK	2010	ISUZU	NPR	JALE5W162A7900435	AE05890
BX-0021	AV-21	AIRPORT BOX VAN	2017	FORD	F-750	1FDYW7DE8HDB06518	61110A
BX-0022	AV-22	AIRPORT BOX VAN	2017	FORD	F-750	1FDYW7DE6HDB06517	61179A
BX-0023	V-23	BOX TRUCK	2001	GMC	W55042	J8DE5B14917900973	K90616
ROOM							
BR-0004	BCT-4	BROOM/CONE TRUCK	2004	GMC	WT550	J8DF5C13147700451	K-38467
SW-0002	S-2	BROOM BEAR SWEEPER	2000	FREIGHTLIN	FL70	1FV6HJBA6YHG76794	31304-A
AR							
CR-0015	CAR-15	CODYS TAHOE	2011	CHEVY	TAHOE	1GNSKAE01BR311430	488YYZ
CR-0016	CAR-16	JACKS JEEP	2013	JEEP	GR CHK	1C4RJFCTOEC239437	912UAN
CR-0017	CAR-17	DEKES JEEP	2014	JEEP	GR CHK	1C4RJFBG1EC415173	AL70672
CR-0018	CAR-18	MARKS JEEP	2015	JEEP	GR CHK	1C4RJFCT5FC914443	8AWAE1
CR-0019	CAR-19	LUKES EQUINOX	2017	CHEVY	EQUINOX	2GNFLFEK7H6279763	C102225
UMP							
DT-0003	D-3	DUMP TRUCK	2005	STERLING	ACTERRA	2FZACGS05AU32815	41892A
DT-0005	D-5	DUMP TRUCK	2008	FREIGHTLIN	M2	1FVHCYBS38HAB0237	57608A

Equipment List  
by Type

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Equipment	Description	Year	Make	Model	Vin #	Marker#
<b>EPOXY</b>						
EP-0013	ED-13 EPOXY DETAIL SPRAY TRUCK	2008	ISUZU	FVR	4GTJ7F1B68F700146	K47988
EP-0014	E-14 EPOXY PAINT TRUCK 700 GAL	2009	PETERBILT	320	3BPZL00XX9F719864	47727A
EP-0015	EB-15 EPOXY PAINT TRUCK BLACK	2002	ISUZU	FTR	4G7K7C1382J700679	J-85500
EP-0016	E-16 EPOXY PAINT TRUCK 700 GAL	2011	PETERBILT	320	3BPZL70X2CF160021	59673A
EP-0017	E-17 EPOXY PAINT TRUCK 450 GAL	2014	PETERBILT	320	3BPZHJ8XXEF247476	55221A
EP-0018	E-18 EPOXY PAINT TRUCK 825 GAL	2015	PETERBILT	320	3BPZLJ0X9FF292579	57850A
EP-0019	E-19 EPOXY PAINT TRUCK 825 GAL	2016	PETERBILT	320	3BPZLJ0X5GF100785	60090A
EP-0020	ED-20 EPOXY DETAIL SPRAY TRUCK	2017	PETERBILT	220	3BPPHM7X8HF591273	58958A
EP-0021	ED-21 EPOXY DETAIL SPRAY TRUCK	2017	PETERBILT	220	3BPPHM7XXHF591274	58959A
EP-0022	ED-22 EPOXY DETAIL SPRAY TRUCK	2016	ISUZU	NRR	JALE5W164G7303148	AB06911
EP-0023	E-23 EPOXY PAINT TRUCK 450 GAL	2018	PETERBILT	520	3BPDHJ8X0JF177796	60960A
EP-0024	E-24 EPOXY PAINT TRUCK 825 GAL	2018	PETERBILT	520	3BPDHJ8X0JF188470	61955A
EP-0025	ED-25 EPOXY DETAIL W/Y SPRAY TR	2018	ISUZU	NRR	JALE5W163J7304380	AE29929
EP-0026	E-26 EPOXY PAINT TRUCK 525 GAL	2019	PETERBILT	520	3BPDHJ8XXKF102963	63798A
<b>LATHE</b>						
FL-0059	CT-59 CONE TRUCK	2000	ISUZU	NPR	JALC4B141Y7017437	K13712
FL-0060	CT-60 CONE TRUCK	2000	CHEV	W5500	J8BE5B146Y7901386	K32457
FL-0061	CT-61 CONE TRUCK	2000	ISUZU	NPR	JALB4B14817004119	K38454
FL-0062	CT-62 CONE TRUCK	2001	ISUZU	NPR	JALB4B14927005085	K38456
FL-0063	CT-63 CONE TRUCK	2005	FORD	F-450	1FDXF46P65EA40369	K47843
FL-0064	CT-64 CONE TRUCK	2015	ISUZU	NRR	JALE5W169F7301832	L25300
FL-0065	CT-65 CONE TRUCK	2015	ISUZU	NRR	JALE5W16XF7301998	L22273
FL-0066	CT-66 CONE TRUCK	2001	ISUZU	FRR	JALF5C13017701165	J78839
FL-0067	CT-67 CONE TRUCK	2000	ISUZU	FRR	JALF5C131Y7701475	J71130
FL-0068	CT-68 CONE TRUCK	1998	ISUZU	NQR	JALC4B1K1W7001153	J-87713
FL-0069	CT-69 CONE TRUCK	2003	ISUZU	FRR	JALF5C13637700816	K10847
<b>DETAIL GLUE</b>						
GL-0004	D-4 DETAIL GLUE TRUCK	2004	INTERNATIO	4000	1HTMMAAMX4H680917	K90617
<b>GRINDING</b>						
GR-0008	G-8 GRINDING TRUCK	2006	ISUZU	FXR	4GTP8F1346F700109	41849A
GR-0009	SAW-9 GROOVING TRUCK	2006	ISUZU	FXR	4GTP8F1396F700414	44622A
GR-0010	G-10 GRINDING TRUCK	2009	ISUZU	FVR	4G7K7F1B09F700004	K58329
GR-0011	G-11 GRINDING TRUCK	2008	ISUZU	FTR	4G7K7F1B68F700328	K78639
GR-0012	G-12 GRINDING TRUCK	2009	ISUZU	T7F042	4GTJ7F1B59F700074	K92585
GR-0014	G-14 GRINDING TRUCK	2006	CHEVY	T7F042	1GBJ7F1386F417159	K94655
GR-0015	SAW-15 GROOVING TRUCK	2015	PETERBILT	320	3BPZHJ8XOFF256690	55220A
GR-0016	G-16 GRINDING TRUCK	2017	PETERBILT	220	3BPPHM7X6HF591272	58960A
GR-0017	G-17 GRINDING TRUCK	2018	PETERBILT	220	3BPPHM7X9JF591577	61111A
<b>PICKUP</b>						
PI-0005	P-5 S-10 PICKUP	2002	CHEVROLET	S-10 PICKU	1GCCS145928193532	3CA604
PI-0006	P-6 F350 PICKUP	2002	FORD	F350 PICKU	1FTSF30F92EA92874	2CW534
PI-0007	P-7 PICK-UP	2003	CHEV	SILVERADO	1GCEK19V03E71980	6CX981
PI-0008	P-8 F250 PICKUP	2004	FORD	F250 2WD	1FTNF20P04ED07352	8CX 303
PI-0009	P-9 F250 PICKUP	2005	FORD	F250	1FTSX21515EB82652	19CV50
PI-0010	P-10 PICK-UP	2000	FORD	SWR SUPE	1FTNF21F8YEA03391	19CZ03
PI-0011	P-11 PICK-UP	2006	FORD	F-250	1FTSF20P46ED24127	57152-RI
PI-0012	P-12 PICKUP	2008	CHEVROLET	SILVERADO	2GCEK13C181115184	64CY39
PI-0013	P-13 PICKUP	2008	CHEVROLET	SILVERADO	2GCEK13CX81177764	64CY40
PI-0014	P-14 PICKUP	2000	CHEVROLET	C2500	1GCGC23R7YF451169	K69153
PI-0015	P-15 F-350 PICKUP	2008	FORD	F-350	1FTWF30518ED04104	K58338
PI-0016	P-16 CHEVY SILVERADO 4X4	2009	CHEVROLET	SILVERADO	3GCEK13C49G286939	101781-RI
PI-0017	P-17 1500 SILVERADO	2017	CHEVY	1500 SILVE	3GCUKREC7HG320281	C102224
PI-0018	P-18 1500 SILVERADO	2017	CHEVY	SILVERADO	1GCVKREC0H2381959	C129521
PI-0019	P-19 1500 SILVERADO	2014	CHEVY	1500 SILVE	1GCVKREC7EZ379525	C147861



Equipment	Description	Year	Make	Model	Vin #	Marker#
<b>PAINT</b>						
PT-0019	PT-19 PAINT TRUCK 120 GAL	2006	ISUZU	FXR	JALE5B16567301366	K-38502
PT-0020	PT-20 AIRPORT PAINT TRUCK	2007	GMC	T850	1GDP8F1B47F421913	45689A
PT-0021	PT-21 PAINT TRUCK 120 GAL.	2008	ISUZU	FVR	4GTK7F1B88F700315	K66551
PT-0022	PT-22 PAINT TRUCK 120 GAL	2009	ISUZU	FVR	4GTK7F1B88F700363	K76669
PT-0023	PT-23 PAINT TRUCK 700 GAL	2010	PETERBUILT	320	3BPZH58X1AF107141	48864A
PT-0024	PT-24 PAINT TRUCK 700 GAL	2010	PETERBUILT	320	3BPZH58X1AF107142	48865A
PT-0026	PT-26 PAINT TRUCK 700 GAL	2014	PETERBILT	320	3BPZHJ8X5EF251998	55626A
PT-0027	PT-27 PAINT TRUCK 240 GAL	2016	PETERBILT	220	3BPPHM7XGF591043	58369A
PT-0028	PT-28 PAINT TRUCK 700 GAL	2017	PETERBILT	320	3BPZHJ8X4HF107749	59113A
PT-0029	PT-29 PAINT TRUCK 60 GAL	2017	ISUZU	NRR	JALE5W168H7301940	AB06943
PT-0030	PT-30 PAINT TRUCK 120 GALLON	2018	ISUZU	FTR	54DK6S163JSG00439	AE05617
PT-0031	PT-31 PAINT TRUCK 700 GAL YELLOW	2019	PETERBILT	520	3BPDKJ8X8KF104307	63699A
<b>ACK</b>						
RA-0040	R-40 RACK BODY	1999	ISUZU	NQR	07/ JALE5B145X7902468	J44536
RA-0041	R-41 RACK BODY	1999	ISUZU	NQR	JALE5B145X7902471	J44541
RA-0042	R-42 RACK BODY	1999	ISUZU	NQR	07/9 JALE5B147X7902245	J44537
RA-0043	R-43 RACK BODY	2001	ISUZU	NQR	01/01 JALE5B14027900023	J77376
RA-0044	R-44 RACK BODY	2002	ISUZU	NQR	01/01 JALE5B14727900049	J77375
RA-0046	R-46 RACK BODY	2003	ISUZU	NQR	JALE5B14937901382	H-99231
RA-0047	R-47 RACK BODY	2003	ISUZU	NQR	JALE5J14237901928	J-99015
RA-0048	R-48 RACK BODY	2005	ISUZU	NQR	JALE5B16057901162	J17780
RA-0049	R-49 RACK BODY	2006	ISUZU	NQR	JALE5J16567900598	K31130
RA-0050	R-50 RACK BODY	2007	ISUZU	FVR	4GTM7F1347F700022	60549A
RA-0051	R-51 RACK BODY	2008	ISUZU	NQR	JALE5W16187900341	K-47885
RA-0052	R-52 RACK BODY	2011	ISUZU	NQR	JALE5J168B7901822	K82656
RA-0053	R-53 RACK BODY	2015	ISUZU	NRR	JALE5W163F7301566	L22274
<b>AMP</b>						
RT-0002	RT-2 RAMP TRUCK	1998	ISUZU	NPR	JALC4BIKIW7002965	J-93069
RT-0003	RT-3 RAMP TRUCK	2004	ISUZU	FRR	JALF5C13547700923	K14691
<b>HERMO</b>						
TH-0002	TP-2 THERMO PAINT TRUCK	2004	STERLING	ACTERRA	2FZACGAK34AM18439	36101A
TH-0004	TP-4 THERMO PAINT TRUCK	2016	INTERNATIO	4300	1HTMMMMN2GH210116	57609A
<b>ACK BODY HYDRO-BLAST</b>						
WT-0004	WB-4 HYDROBLAST TRUCK	2016	PETERBILT	320	3BPZX7EX9GF103009	57997A
WT-0005	WB-5 HYDROBLAST TRUCK	2018	PETERBILT	M520	3BPDX7EX1JF196657	61879A
WT-0006	WB-6 HYDROBLAST TRUCK	2019	PETERBILT	M520	3BPDX7EX3KF104160	63493A
WT-0007	WB-7 HYDROBLAST TRUCK	2019	PETERBILT	520	3BPDX7EX1KF103945	64657A

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.

*James Cody drove and inspected all the roads  
and inventoried the conditions of all the roads.*

(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 long line 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.

*James Cody, LI Superintendent - Resume Attached*

17. Insurance carried by your firm: *please see Attached*

Type	Company	Limits of Coverage	Term
------	---------	--------------------	------

**NO TEXT ON THIS PAGE**



## James Cody

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### Contact Information

Cell # - 860.601-8236  
Office # - 203.814-3423

Email - [jcody@safetymarking.net](mailto:jcody@safetymarking.net)

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

### Position

**Long Island Superintendent**

### Experience

- Employed by Safety Marking since 1996
- 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
- 32 Years experience in the line striping industry

### Additional Training

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2019

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: Christine Dodds
TriPoint	PHONE (A/C, No, Ext): (860) 618-1104
21C Arts Center Court	FAX (A/C, No): (860) 499-5352
	E-MAIL ADDRESS: cdodds@tripointins.com
Avon	INSURER(S) AFFORDING COVERAGE
CT 06001	INSURER A: The North River Insurance Company
	NAIC # 21105
INSURED	INSURER B:
Safety Marking, Inc.	INSURER C:
255 Hancock Avenue	INSURER D:
	INSURER E:
Bridgeport	INSURER F:
CT 06805	

## COVERAGES

CERTIFICATE NUMBER: 2018-19

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	ADDC SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ee occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COM/PROP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y Y 5228045496	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 15,000,000
	DED <input type="checkbox"/> RETENTION \$					AGGREGATE \$ 15,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					Per Proj Agg Cap \$ 30,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

H62153-10G - Pln No 0760.56 - Nassau County Pavement Marking Improvements - Phase 10

The County of Nassau; all Municipalities, Municipal Sub-Divisions; and Fee Owners of Properties, Consultants are included as additional insureds on a primary and non-contributory basis for ongoing & completed operations on the policies per the attached forms if required by written contract with the named insured. Waiver of subrogation in favor of additional insureds shall apply if required by written contract with the named insured. 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.

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County DPW 1194 Prospect Avenue  Westbury NY 11580-2723	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  <i>Christine Dodds</i>
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## EXCESS INSURANCE POLICY

### INTRODUCTION

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to any person or organization who qualifies as an insured in all the underlying policies listed in Item 5 of the Declarations.

The words "we", "us" and "our" refer to the Company stated in Item 3 of the Declarations providing this insurance.

Other words and phrases that appear in capital letters and quotation marks have special meaning. Refer to INSURING AGREEMENT III and other provisions of this policy for such meanings.

### INSURING AGREEMENTS

#### I. COVERAGE

WE will pay on YOUR behalf the ULTIMATE NET LOSS (1) in excess of all UNDERLYING INSURANCE, and (2) only after all UNDERLYING INSURANCE has been exhausted by the payments of the limits of such insurance for losses arising out of occurrences insured by all of the policies designated in the Declarations as UNDERLYING INSURANCE. If any UNDERLYING INSURANCE does not pay a loss for reasons other than the exhaustion of an aggregate limit of insurance, then WE shall not pay such loss.

If we are prevented by law from paying on YOUR behalf for coverage provided under this insurance, then we will indemnify you.

The Definitions, Terms, Conditions, and Exclusions of the "CONTROLLING UNDERLYING INSURANCE" scheduled in Item 5 of the Declarations, in effect at the inception date of this policy, apply to this coverage unless they are inconsistent with provisions of this policy, or relate to premium, subrogation, any obligation to defend, the payment of expenses, limits of insurance, cancellation or any renewal agreement.

### DEFENSE PROVISIONS AND SUPPLEMENTAL PAYMENTS

#### II. DEFENSE PROVISIONS

WE shall not be called upon to assume charge of the investigation, settlement or defense of any claim made or suit brought against YOU, but WE shall have the right and be given the opportunity to be associated in the defense and trial of any claims or suits relative to any occurrence which, in OUR opinion, may create liability on the part of US under the terms of this policy.

If WE assume such right and opportunity, WE shall not be obligated to defend any suit after the applicable limits of this policy have been exhausted by payment of the ULTIMATE NET LOSS.

#### SUPPLEMENTAL PAYMENTS

The only Supplemental Payments and expense that WE shall pay under this policy are as follows:

- a. All expenses incurred by US and solely at OUR discretion;
- b. All interest on that part of any judgment which accrues after entry of the judgment and before WE have paid, offered to pay, or deposited into court that part of the judgment, payable under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF CONDITIONS – OTHER INSURANCE ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

### EXCESS INSURANCE POLICY

Condition K. **OTHER INSURANCE** is hereby deleted and replaced by the following:

If other insurance (whether such insurance is stated to be primary, contributing, excess or contingent), collectable or not, is available to YOU covering a loss also covered by this policy, other than a policy that is specifically written to apply excess of this policy, the insurance afforded by this policy shall apply in excess of and shall not contribute with other such insurance.

However, the insurance afforded by this policy is primary to and will not contribute with any other insurance, other than **UNDERLYING INSURANCE**, available to a person or entity as a named insured that qualifies as an additional insured under this policy pursuant to the terms of a written contract requiring you to identify such person or entity as an additional insured subject to the following limitations:

1. Coverage for the additional insured under this policy is primary to and will not contribute with the other insurance only if the written contract specifically requires that the coverage provided by this policy be primary to and not contribute with the other insurance;
2. Coverage for the additional insured applies only with respect to liability caused by the acts, errors or omissions of the named insured, or by those acting on behalf of the named insured, in the performance of work or operations performed for the additional insured by the named insured, or by those acting on behalf of the named insured, pursuant to a written contract (a) currently in effect or becoming effective during the term of the policy and (b) executed prior to the occurrence or accident giving rise to the loss;
3. The Limits Of Insurance applicable to the additional insured under this policy are the minimum limits required in the written contract that are within the limits of this policy, or those specified in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations; and
4. Coverage for the additional insured only applies if (a) the additional insured qualifies as an insured or additional insured in all **UNDERLYING INSURANCE** and (b) the additional insured's loss is covered for the full limits provided by such **UNDERLYING INSURANCE**.

For the purposes of this endorsement, the definition of **UNDERLYING INSURANCE** under III. **DEFINITIONS** is hereby deleted and replaced by the following:

**UNDERLYING INSURANCE** means the policy or policies of insurance as described in Item 5. of

the Declarations of this policy and any policy listed on the Schedule Of Underlying of such UNDERLYING INSURANCE. UNDERLYING INSURANCE also includes CONTROLLING UNDERLYING INSURANCE.

All other terms and conditions remain unchanged.

**For Bidding Purposes Only**



Effective 7/1/2018 this endorsement is attached to and forms a part of Policy Number 5228045496

Issued to: Safety Marking, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Condition O. SUBROGATION is deleted and replaced by the following:

**O. SUBROGATION**

In the event of any payment under this policy by US, WE shall be subrogated to all of YOUR rights of recovery against any person or organization, and YOU shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. YOU shall do nothing after loss to prejudice such rights. However, if all of the Underlying Insurance provides that the insurer agrees to waive any right of recovery it may have against a person or organization when you have agreed to such waiver prior to an occurrence, then we shall waive any right of recovery we may have against that person or organization if you have agreed in writing to such waiver prior to the occurrence.

The amount recovered as subrogation shall be apportioned in the inverse order of payment of the ULTIMATE NET LOSS to the extent of the actual payment. The expenses of all recovery proceedings shall be apportioned in the ratio of respective recoveries.

WE have no duty to provide coverage under this policy unless YOU and any other involved insured have fully complied with the conditions of this policy

**For Bidding Purposes Only**

All other terms and conditions of this policy remain unchanged.

---

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AGGREGATE LIMIT AMENDATORY ENDORSEMENT  
PER PROJECT OR PER LOCATION –  
(GENERAL AGGREGATE CAP LIMIT)**

This endorsement modifies insurance provided under the following:

**EXCESS INSURANCE POLICY**

The following is added to **SECTION IV. LIMIT OF LIABILITY**:

If all underlying policies, listed in Item 5 of the Declarations, contain an aggregate limit of liability that applies separately on a "per location" basis or a "per project" basis, OUR aggregate limit of liability will apply separately to each location or each project for which such separate aggregate limit applies.

However, the separate aggregate limits under this endorsement are subject to a General Aggregate Cap Limit shown in the Schedule below. The General Aggregate Cap Limit is the most we will pay for the ULTIMATE NET LOSS in excess of all UNDERLYING INSURANCE for all projects or locations combined.

For the purposes of this endorsement, "per location" and "per project" have the same definitions as those set forth in the ~~CONTROLLING UNDERLYING INSURANCE~~

**For Bidding Purposes Only**

The following paragraph in **SECTION IV. LIMIT OF LIABILITY** does not apply to the "per location" and "per project" aggregates, as the separate aggregate limit for locations and projects are subject to the General Aggregate Cap Limit set forth below:

"The aggregate limit in this policy shall apply separately for each coverage in which all underlying policies listed in Item 5 of the Declarations provide an aggregate limit."

SCHEDULE OF LIMITS	
General Aggregate Cap Limit	<u>\$10,000,000</u>

All other terms and conditions remain unchanged.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2019

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

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

<b>PRODUCER</b> TriPoint 21C Arts Center Court  Avon CT 06001		<b>CONTACT NAME:</b> Christine Dodds <b>PHONE (A/C No. Ext):</b> (860) 618-1104 <b>FAX (A/C No.):</b> (860) 499-5352 <b>E-MAIL ADDRESS:</b> cdodds@tripointins.com															
<b>INSURED</b> Safety Marking, Inc. 255 Hancock Avenue  Bridgeport CT 06605		<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Zurich American Insurance</td><td>16535</td></tr><tr><td>INSURER B: Endurance Assurance Corporation</td><td>11551</td></tr><tr><td>INSURER C: American Zurich Insurance Company</td><td>40142</td></tr><tr><td>INSURER D: Markel American Insurance Company</td><td>28932</td></tr><tr><td>INSURER E: American Guarantee &amp; Liab Ins Co</td><td>26247</td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance	16535	INSURER B: Endurance Assurance Corporation	11551	INSURER C: American Zurich Insurance Company	40142	INSURER D: Markel American Insurance Company	28932	INSURER E: American Guarantee & Liab Ins Co	26247	INSURER F:	
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INSURER F:																	

**COVERAGES****CERTIFICATE NUMBER:** 2018-19**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	Y	GL00381556-03	7/1/2018	7/1/2019	<table><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMPOP AGG</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMPOP AGG	\$ 4,000,000		\$
EACH OCCURRENCE	\$ 2,000,000																				
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GENERAL AGGREGATE	\$ 4,000,000																				
PRODUCTS - COMPOP AGG	\$ 4,000,000																				
	\$																				
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	Y	BAP0381557-03	7/1/2018	7/1/2019	<table><tr><td>COMBINED SINGLE LIMIT</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	Y	ELD10004051505	7/1/2018	7/1/2019	<table><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	AGGREGATE	\$ 2,000,000		\$								
EACH OCCURRENCE	\$ 2,000,000																				
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	\$																				
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0381555-03	7/1/2018	7/1/2019	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER																				
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E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			
D	Excess Liability	X	Y	MKIM1EUE100221	7/1/2018	7/1/2019	Each Occurrence/Aggregate \$2M/\$2M														
E	Excess Liability			AEC 7564971-00	7/1/2018	7/1/2019	Each Occurrence/Aggregate \$5M/\$5M														

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

H62153-10G - Pin No 0760.56 - Nassau County Pavement Marking Improvements - Phase 10

The County of Nassau; all Municipalities, Municipal Sub-Divisions; and Fee Owners of Properties, Consultants are included as additional insureds on a primary and non-contributory basis for ongoing & completed operations on the policies per the attached forms if required by written contract with the name insured. Waiver of subrogation in favor of additional insureds shall apply if required by written contract with the named insured. 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.

**CERTIFICATE HOLDER****CANCELLATION**

Nassau County DPW 1194 Prospect Avenue Westbury, NY 11590-2723	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 C Dodds/CZHANG

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ACORD 25 (2014/01)

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INS025 (2014/01)



## CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<b>1a. Legal Name &amp; Address of Insured (use street address only)</b> Safety Marking, Inc. 255 Hancock Avenue Bridgeport, CT 06605  <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	<b>1b. Business Telephone Number of Insured</b> 203-333-66870  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b> 68-42296 5  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 061267005
<b>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b>  <div style="text-align: center; padding-top: 20px;">Nassau County DPW 1194 Prospect Avenue Westbury, NY 11590-2723</div>	<b>3a. Name of Insurance Carrier</b> American Zurich Insurance Company  <b>3b. Policy Number of Entity Listed in Box "1a"</b> WC0381555-03  <b>3c. Policy effective period</b> 07/01/2018 to 07/01/2019  <b>3d. The Proprietor, Partners or Executive Officers are</b> <input checked="checked" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> 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".

**For Bidding Purposes Only**

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: Gayleen Pont  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:   
(Signature) (Date)

Title: Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 860-618-1102

**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](http://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.

**For Bidding Purposes Only**



Workers'  
Compensation  
Board

# CERTIFICATE OF INSURANCE COVERAGE

## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### PART 1. To be completed by 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, INC. 460 BOSTWICK 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  203-333-6870  1c. Federal Employer Identification Number or Social Security Number  061267005
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)  Nassau County DPW 1194 Prospect Avenue Westbury, NY 11590-2723	3a Name of Insurance Carrier  HARTFORD LIFE AND ACCIDENT  3b Policy Number of Entity Listed in Box "1a"  LNY199991  3c Policy effective period 07-01-2018 to 06-30-2019
4. Policy provides the following benefits: <input checked="" type="checkbox"/> A. Both disability and paid family leave benefits. <input type="checkbox"/> B. Disability benefits only. <input type="checkbox"/> C. Paid family leave benefits only.	
5. Policy covers: <input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law. <input type="checkbox"/> B. Only the following class or classes of employer's employees:	

## For Bidding Purposes Only

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 05-30-2018

*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 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 4C or 5B of Part 1 has 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 with respect to all of his/her 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 "1 a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance 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 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 NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

### DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

### For Bidding Purposes Only

(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.

# NEW YORK CONSTRUCTION CERTIFICATE OF LIABILITY INSURANCE ADDENDUM

 DATE (MM/DD/YYYY)  
7/1/18-7/1/19

THIS ADDENDUM SUMMARIZES SOME OF THE POLICY PROVISIONS IN THE REFERENCED INSURANCE POLICIES AND IS ISSUED AS A MATTER OF INFORMATION ONLY; IT CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. ALL TERMS, EXCLUSIONS AND CONDITIONS IN THE ACTUAL POLICY SHOULD BE CONSULTED FOR A MORE DETAILED ANALYSIS OF COVERAGE, AS THIS ADDENDUM DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES.

AGENCY TriPoint		NAMED INSURED(S) Safety Marking, Inc.	
POLICY NUMBER GLO381556-03	EFFECTIVE DATE 7/1/2018	CARRIER Zurich American Insurance	NAIC CODE 16535

## ADDENDUM INFORMATION

## CERTIFICATE NUMBER:

## REVISION NUMBER:

## A. Insurer

- ☒ Admitted / authorized
- ☐ Excess line or free trade zone

## B. General Liability (GL) policy form

- ☒ ISO / ISO modified
- ☐ Other

## C. Specific operations excluded or restricted (GL policy)

- ☐ Location: \_\_\_\_\_
- ☐ Type of construction: \_\_\_\_\_
- ☐ Building height: \_\_\_\_\_
- ☐ Classifications: [see attached declarations / endorsement]
- ☐ Designated work: [see attached endorsement]

## For Bidding Purposes Only

## D. Additional insured endorsement (GL policy)

- ☒ CG 20 10   ☐ CG 20 26   ☐ CG 20 32   ☐ CG 20 33   ☒ CG 20 37   ☐ CG 20 38
- ☒ Other: # UGL1465/66D Title: Add'l Insd Ongoing and Completed ops

## E. According to the terms of this GL policy, the additional insured has primary and noncontributory coverage

- ☒ Yes   ☐ No and   ☐ no other option is available with this insurer

## F. Additional insured will receive advance notice if insurer cancels (GL policy)

- ☒ Yes   ☐ No and   ☐ no other option is available with this insurer

## G. Blanket contractual liability located in the "insured contract" definition (Section V, Number 9, Item f. in the ISO CGL policy) is removed or restricted

- ☒ Yes and   ☐ no other option is available with this insurer   ☐ No changes made

## H. "Insured contract" exception to the employers liability exclusion is removed or modified (GL policy)

- ☐ Yes and   ☐ no other option is available with this insurer   ☒ No changes made

## I. GL policy (including endorsements) does not cover the additional insured for claims involving injury to employees of the named insured or subcontractors (not workers' compensation)

- ☐ Yes and   ☐ no other option is available with this insurer   ☒ No changes made



**ZURICH**

## Additional Insured – Owners, Lessees Or Contractors – Ongoing Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
<b>GL00381556-03</b>	<b>7/1/2018</b>	<b>7/1/2019</b>				

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

### SCHEDULE

Name of Person or Organization:	Location and Description of Ongoing Operations:	Additional Premium:
SEE EXPANDED WORDING ENDT		

## For Bidding Purposes Only

- A. Section II – Who Is An Insured** is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of your ongoing operations performed for that insured at or from the corresponding location designated and described in the Schedule.

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

- B. With respect to the insurance afforded to any additional insured shown in the Schedule of this endorsement, the following additional exclusion applies:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.

Policy Number  
GLO 0381556-02

ENDORSEMENT

**ZURICH AMERICAN INSURANCE COMPANY**

Named Insured SAFETY MARKING, INC.

Effective Date: 7/1/2018  
12:01 A.M., Standard Time

Agent Name TRIPOINT INSURANCE INC.

Agent No. 71650-000

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS EXPANDED WORDING**

UGL1465DCW (12/13) - ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - ONGOING OPERATIONS - SCHEDULED

NAME OF PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION, OTHER  
THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD  
AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT  
OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH  
REQUIREMENT IS PROHIBITED BY LAW AND WHERE THAT CONTRACT SPECIFICALLY  
REQUIRES THE ISO CG2010 10/2001 EDITION FORM OR THE EQUIVALENT OF  
SAME.

LOCATION: ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER  
CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH  
INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR  
OTHER CONSOLIDATED INSURANCE PROGRAM.

**For Bidding Purposes Only**

**ZURICH\***

## **Additional Insured – Owners, Lessees Or Contractors – Completed Operations – Scheduled**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
<b>GLO0381556-03</b>	<b>7/1/2018</b>	<b>7/1/2019</b>				

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

### **SCHEDULE**

<b>Name of Person or Organization:</b>	<b>Location and Description of Completed Operations:</b>	<b>Additional Premium:</b>
SEE EXPANDED WORDING ENDT		

## **For Bidding Purposes Only**

**Section II – Who Is An Insured** is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of "your work" at or from the corresponding location designated and described in the Schedule performed for that insured and included in the "products-completed operations hazard".

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

All other terms and conditions of this policy remain unchanged.

Policy Number  
GLO 0381556-02

ENDORSEMENT

**ZURICH AMERICAN INSURANCE COMPANY**

Named Insured SAFETY MARKING, INC.

Effective Date: 7/1/2018

12:01 A.M., Standard Time

Agent Name TRIPOINT INSURANCE INC.

Agent No. 71650-000

**ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS EXPANDED WORDING**

UGL1466DCW (12/13) - ADDITIONAL INSURED-OWNERS, LESSEES OR  
CONTRACTORS-COMPLETED OPERATIONS-SCHEDULED

NAME OF PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION, OTHER  
THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD  
AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT  
OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH  
REQUIREMENT IS PROHIBITED BY LAW AND WHERE THAT CONTRACT SPECIFICALLY  
REQUIRES THE ISO CG2037 10/2001 EDITION FORM OR THE EQUIVALENT OF  
SAME.

LOCATION: ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER  
CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH  
INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR  
OTHER CONSOLIDATED INSURANCE PROGRAM

**For Bidding Purposes Only**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH REQUIREMENT IS PROHIBITED BY LAW.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

## For Bidding Purposes Only

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured 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 exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

If coverage provided to the additional insured is required by a contract or agreement, 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 shown in the Declarations;  
whichever is less.

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

For Bidding Purposes Only

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH REQUIREMENT IS PROHIBITED BY LAW.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM.
<b>For Bidding Purposes Only</b>	
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 person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured 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 is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, 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 shown in the Declarations;
- whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In connection with your premises; or
2. In the performance of your ongoing operations.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured 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 by or for you, 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 services by or for you.

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

If coverage provided to the additional insured is required by a contract or agreement, 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 shown in the Declarations;

whichever is less.

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

For Bidding Purposes Only



**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 Of Additional Insured Engineers, Architects Or Surveyors 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.

## **For Bidding Purposes Only**

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.

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 shown in the Declarations;

whichever is less.

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

**For Bidding Purposes Only**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Construction Project(s):**

A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS; HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP UP OR ANY OTHER CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- For Bidding Purposes Only
- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

## For Bidding Purposes Only

## Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 0381556-03	7/1/2018	7/1/2019		71650000	INCL	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** SAFETY MARKING, INC.

**Address (including ZIP Code):**

255 HANCOCK AVE.

BRIDGEPORT, CT 06605

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 on this policy under a written contract or written agreement. Such person or organization is an additional insured 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 or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

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 written contract or written 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 failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. 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. 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. For the purposes of 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 of 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 policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. With respect to the insurance afforded to the additional insureds under this endorsement, 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 written contract or written agreement referenced in Paragraph 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 and conditions of this policy remain unchanged.

## Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0381556-03	7/1/2018	7/1/2019		71650000	INCL	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:**

**Address (Including ZIP Code):**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

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

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

- a. The additional insured is a Named Insured under such other insurance; and
  - b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of 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 written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

**G. Damage to Premises Rented or Occupied by You**

1. The last paragraph under Paragraph 2. **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. Paragraph 6. of Section III – **Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

**H. Broadened Contractual Liability**

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

**I. Definition – Specific Perils**

The following definition is added to the **Definitions** Section:

"Specific perils" means:

- a. Fire;
- b. Lightning;
- c. Explosion;



- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
  - Equipment you borrow from others; or
  - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) 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", 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 written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**W. Unintentional Failure to Disclose All Hazards**

Paragraph 6. **Representations** of Section IV – Commercial General Liability Conditions is replaced by the following:

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

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 inception of this Coverage Part.

**X. Waiver of Right of Subrogation**

Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Commercial General Liability Conditions is replaced by the following:

**8. Transfer Of Rights Of Recovery Against Others To Us**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

# Blanket Notification to Others of Cancellation or Non-Renewal



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0381556-03	7/1/2018	7/1/2019 -		71650000	INCL	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

## **Commercial General Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
  2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
  3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
  2. At least 30 days prior to the effective date of:
    - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
    - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
  2. Negate the cancellation or non-renewal; or
  3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF GOVERNMENTAL IMMUNITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

# For Bidding Purposes Only

# Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
<b>BAP0381557-03</b>	<b>7/1/2018</b>	<b>7/1/2019</b>				

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form**  
**Motor Carrier Coverage Form**

## A. Amended Who Is An Insured

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

The following are also "insureds":

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

- 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:

- 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.
- 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.

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.

**P. 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:

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.

**Q. 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".

**R. 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.

**S. Hired Auto – World Wide Coverage**

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

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

**T. 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.

**BAP0381557-03**

**SCHEDULE OF LOSS PAYEE(S)**

Insurance for this coverage part provided by:  
ZURICH AMERICAN INSURANCE COMPANY

St. Veh. #	Description of Vehicle	Loss Payee and Mailing Address
<p>ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE LOSS PAYABLE COVERAGE.</p> <p>For Bidding Purposes Only</p>		

BAP0381557-03

POLICY NUMBER:

COMMERCIAL AUTO  
CA 20 70 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

## **For Bidding Purposes Only**

<b>Scheduled Railroad</b>	<b>Designated Job Site</b>
ALL CONTRACTS FOR WORK DONE FOR RAILROADS.	ALL CONTRACTS FOR WORK DONE FOR RAILROADS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Covered Autos Liability Coverage** is changed as follows:

1. Paragraph a. of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph A.1. above, Exclusion B.6. **Care, Custody Or Control** does not apply.

**B. Changes In Definitions**

For the purposes of this endorsement, Paragraph D. of the **Definitions** Section is replaced by the following:

- D. "Covered pollution cost or expense"** means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US**

**For Bidding Purposes Only**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2018

Policy No. WC0381555-03

Endorsement No.

Insured Safety Marking, Inc.

Premium \$

Insurance Company American Zurich Insurance Company

Countersigned By \_\_\_\_\_

**WC 00 03 13**  
(Ed. 4-84)

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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

- For Bidding Purposes Only
- 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**

Under **CONDITIONS**, 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.

# For Bidding Purposes Only



## COMPANY NAME

### 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.

##### 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.

**For Bidding Purposes Only**



## EVANSTON 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.



EXCESS/UMBRELLA  
POLICY NUMBER:  
MKLM1EUE100221

## COMPANY NAME

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

SCHEDULE	
Person or Organization:	
Additional Premium	\$

The following is added to Section IV, Conditions.

## For Bidding Purposes Only

### Waiver Of Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or your work done under a written contract or agreement with that person or organization and included in the products-completed operations hazard. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain unchanged.



Endorsement #

## Limited Other Insurance Condition Amendment -- New York



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AEC 7564971-00	7/1/2018	7/1/2019				

**Named Insured and Mailing Address:**

**Producer:**

Safety Marking, Inc.  
255 Hancock Ave.  
Bridgeport, CT 06605

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Condition **G. Other Insurance** of SECTION V. CONDITIONS, paragraph G., Other Insurance is deleted and replaced with the following:

**G. Other Insurance**

If other valid and collectible insurance applies to damages that are also covered by this policy, this policy will apply excess of the other insurance. However, this provision will not apply:

1. If the other insurance is written to be excess of this policy or
2. If you have agreed in a written contract to carry insurance to apply prior to and be non-contributory with that of another person or organization's insurance, but only as respects damages arising out of insured operations or work on your behalf performed under such written contract. However, the limits available to the other person or organization will be the lesser of our policy Limits of Insurance or the limits required by such written contract. In that case, other insurance of that person or organization will apply as excess and not contribute prior to the insurance afforded by this policy.

Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

## Following Form Excess Liability Policy



There are provisions in this policy that restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured(s)" means any person(s) or organization(s) qualifying as such in the Controlling Underlying Policy shown in Item **6.A.** of the Declarations, but only to the extent and within the scope for which such "insureds" qualify for coverage in the Controlling Underlying Policy.

Words and phrases that are printed in bold-face type are defined in this policy. These definitions are found in **SECTION VI. DEFINITIONS** of this policy or in the specific policy provision where they appear.

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

### Insuring Agreements

#### SECTION I. COVERAGE

- A.** We will pay on behalf of the Insured the sums in excess of the Total Limits Of All Underlying Insurance shown in Item **6.B.** of the Declarations that the insured becomes legally obligated to pay as damages.
- B.** This insurance applies only to damages covered by the Controlling Underlying Policy as shown in Item **6.A.** of the Declarations. Except as otherwise provided by this policy, the coverage follows the definitions, terms, conditions, limitations, and exclusions of the Controlling Underlying Policy in effect at the inception of this policy.
- C.** Notwithstanding anything to the contrary contained in Paragraphs **A.** and **B.** above, if the Controlling Underlying Policy does not apply to damages for reasons other than exhaustion of applicable Limits of Insurance by payment of loss, then this policy does not apply to such damages.
- D.** The amount we will pay is limited as described in **SECTION II. LIMITS OF INSURANCE.**

**For Bidding Purposes Only**

#### SECTION II. LIMITS OF INSURANCE

- A.** The Limits of Insurance shown in the Declarations and the rules below describe the most we will pay regardless of the number of:
1. Insureds;
  2. Claims made or suits brought; or
  3. Persons or organizations making claims or bringing suits.
- B.** The Limits of Insurance of this policy will apply as follows:
1. This policy applies only in excess of the Total Limits Of All Underlying Insurance shown in Item **6.B.** of the Declarations.
  2. If our Limits of Insurance shown in Item **4.** of the Declarations are less than the total Limits of Insurance shown in Item **4.**, the limits of our liability will be that proportion of the loss which our Limits of Insurance bear to the total Limits of Insurance in Item **4.** and which is in excess of the Total Limits Of All Underlying Insurance as shown in Item **6.B.** of the Declarations.
  3. Subject to Paragraph **B.2.** above, the Other Aggregate Limit shown in Item **4.B.** of the Declarations is the most we will pay for all loss to which this policy applies, except for loss covered under the products/completed operations hazard, that is subject to an aggregate limit provided by the Controlling Underlying Policy. The Other Aggregate Limit applies separately and in the same manner as the aggregate limits provided by the Controlling Underlying Policy.
  4. Subject to Paragraph **B.2.** above, the limit shown in Item **4.C.** of the Declarations for the Products/Completed Operations Aggregate is the most we will pay for all loss to which this policy applies under the products/

you fully complied with these requirements.

#### **E. Nonrenewal**

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in Item 1. of the Declarations written notice of the nonrenewal not less than thirty (30) days before the expiration date.

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

#### **F. Notice of Occurrence**

1. You must see to it that we are notified as soon as practicable of an **occurrence** which may result in damages covered by this policy. To the extent possible, notice will include:
  - a. How, when and where the **occurrence** took place;
  - b. The names and addresses of any injured persons and witnesses; and
  - c. The nature and location of any injury or damage arising out of the **occurrence**.
2. Knowledge of an **occurrence** by the agent, servant or employee of yours, will not in itself constitute knowledge by the insured unless you, or any employee authorized by you to give or receive notice of an **occurrence**, claim or suit receives such notice from the agent, servant or employee.
3. 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.
4. You and any other involved insured must:
  - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
  - b. Authorize us to obtain records and other information;
  - c. Cooperate with us in the investigation, settlement or defense of the claim or suit; and
  - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
5. The insureds will not, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
6. Your failure to give notice of an **occurrence** to us will not invalidate coverage under this policy if the **occurrence** was inadvertently reported to another insurer. However, you will report any such **occurrence** to us as soon as practicable once you become aware of such error.

#### **G. Other Insurance**

If other insurance applies to damages that are also covered by this policy, this policy will apply excess of the other insurance. Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance. However, this provision will not apply if the other insurance is 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.

#### **H. Terms Conformed to Statute**

The terms of this policy that are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations. If we are prevented by law or statute from paying on behalf of the insured, then we will, where permitted by law or statute, indemnify the insured.

#### **I. Transfer of Rights of Recovery Against Others to Us**

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after the **loss** to impair them. At our request, the insured will

bring suit or transfer those rights to us and help us enforce them.

However, if any insured is required to waive their rights of recovery from others by a written contract or agreement executed before a **loss**, we agree to waive our rights of recovery to the extent required by the written contract or agreement. This waiver of rights will not be construed to be a waiver with respect to any other operations for which the insured has not waived their rights of recovery by contract.

2. Any amount recovered will be apportioned in the inverse order of payment of **loss** to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

#### J. Unintentional Errors and Omissions

Any unintentional error or omission in the description of, or failure to describe completely, any exposure intended to be covered by this policy, will not invalidate or affect the coverage for that exposure. However, the insured must report such error or omission to us as soon as practicable after its discovery.

#### K. When Loss is Payable

Coverage under this policy will not apply unless and until the insured or the insured's Underlying Insurance has paid or is obligated to pay the full amount of the Total Limits Of All Underlying Insurance shown in Item **6.B.** of the Declarations.

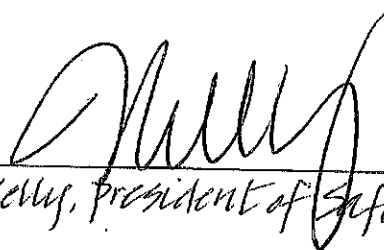
When the amount of **loss** is determined by an agreed settlement or a final judgment against an insured, we will promptly pay on behalf of the insured the amount of **loss** covered under the terms of this policy.

### SECTION VI. DEFINITIONS

- A. Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
- B. Loss** means damages that the insured is legally obligated to pay after making proper deductions for all recoveries and salvage. However,
1. **Loss** also includes defense expenses and supplementary payments if any Underlying Insurance includes defense expenses and supplementary payments within the Limits of Insurance; or
  2. **Loss** does not include defense expenses and supplementary payments if none of the Underlying Insurance includes defense expenses and supplementary payments within the Limits of Insurance.
- C. Occurrence** means a covered event as defined in the Controlling Underlying Policy.
- D. Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed

For Bidding Purposes Only

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, President of Safety Marking, Inc.

March 26, 2019  
\_\_\_\_\_  
Date

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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 )

COUNTY OF NASSAU )

ss.: Bridgeport

Mark Being duly sworn, deposes and says:  
in th Street,  
he is the president of

Safety Marking, Inc.  
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 26th day of March, 2019.

Caroline Sumner

Notary  
Caroline Sumner  
My Comm. Expires: 1/31/2024

(Form of Affidavit where Bidder is a firm)

STATE OF NEW YORK )

COUNTY OF NASSAU )

ss.:

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)

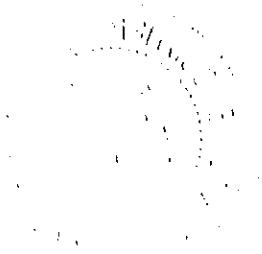
STATE OF NEW YORK )

COUNTY OF NASSAU )

ss.:

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



**NO TEXT ON THIS PAGE**



## MWBE SCHEDULE OF UTILIZATION

### Part 1 - MBE Utilization

[illegible]

**TO BE COMPLETED BY PROJECT SPONSOR**

The Bidder ☒ has \_\_\_\_\_ has not demonstrated good faith efforts to secure MBE utilization in satisfaction of the contract goal as required by the contract specification.

Signature

David

5/13/19

## MWBE SCHEDULE OF UTILIZATION

### Part 2 - WBE Utilization

[illegible]

**TO BE COMPLETED BY PROJECT SPONSOR**

The Bidder ✓ has        has not demonstrated good faith efforts to secure WBE utilization in satisfaction of the contract goal as required by the contract specification.

Signature

Date \_\_\_\_\_

5/13/19



## INSTRUCTIONS - AAP 19LL NYS

**Contract No:** Enter the Sponsor's contract number.  
**PIN:** Enter the Project Identification Number.  
**Project Sponsor:** Enter the name of the Sponsor who released the contract (e.g., Albany County).  
**County(ies):** Enter the name(s) of the county(ies) where the contract is located (e.g., Albany County).  
**Initial:** Place a check mark if this is the initial schedule for contract award.  
**Amendment:** Place a check mark if this is a schedule amending utilization after contract award.  
**Contractor Name:** Enter the business name for the prime contracting firm.  
**Contractor Fed ID No:** Enter the Federal Identification number associated with the prime contracting firm.  
**Contract Bid Amount:** Enter the contract's low bid amount in US dollars.  
**Contract MBE or WBE Goal %:** Enter the MBE or WBE goal that is assigned to this contract, expressed as a percentage.  
**Contract MBE or WBE Goal \$:** The MBE or WBE goal will be expressed in US dollars; *Excel will calculate and fill automatically.*

### UTILIZATION INFORMATION SECTION

**MBE or WBE Name:** Enter the business name for the MBE or WBE firm.  
**Fed ID No:** Enter the Federal Identification number associated with the MBE or WBE firm.  
**Work Category:** This field has a drop down menu; select one category from the list.  
**WBE Utilization:** Enter the total amount of the work assigned to the MBE or WBE in US dollars.  
**Total Commitments:** The MBE or WBE total utilization will be expressed in US dollars; *Excel will calculate and fill automatically.*  
**Contract MBE or WBE Goal:** The MBE or WBE goal will be expressed in US dollars; *Excel will copy from above section and fill automatically.*  
**Difference:** The difference between utilization and the goal expressed in US dollars; *Excel will calculate and fill automatically.*

Contract No.	PIN	Project Sponsor
H62153-10G	760.56	Nassau County DPW
County(ies):	Nassau County	
✓ Initial	Amendment	Contractor Name
Contract Bid Amount:	\$1,142,807.70	Safety Marking, Inc.
Contract Goal %:	3%	Contractor Fed ID No.
Contract Goal Amount:	\$34,284.23	06-1287005
UTILIZATION INFORMATION		
DBE Name	Fed ID No.	Work Category
Apex Striping, Inc.	16-1494605	Supplier
Total Commitments:		\$57,140.39
Contract Goal:		\$34,284.23
Difference:		\$22,856.16

**TO BE COMPLETED BY PROJECT SPONSOR**

The Bidder            has        has not demonstrated good faith efforts to secure DBE utilization in satisfaction of the contract goal as required by the contract specification.

# Signature

Date \_\_\_\_\_

21/02/9