Date Filed: October 06, 2026

Witness: Mark P. Baldwin, Clifford G. Williams, Leanne M. Landry and John G. Griffin
Request from: Office of Education, Outreach, and Enforcement

Question:

(MS24F-VENDOR-TRAFFIC) Refer to Exhibit ACCT-2 CLP-6 and Confidential Exhibit ACCT-2 CLP-6A-5, pp. 1-25. The Company reported an incremental charge of $3,825 for the Elite Flaggers LLC vendor. The invoice included several references to "Rain Day" where each of the crews billed for four hours on April 5, 2024 (p. 2). Explain if the Rain Day charges involved storm remediation or if these were the result of job cancellations. If applicable to a job cancellation, identify if the vendor's contract permits it to bill for a minimum number of hours when services cannot be performed due to rain and provide the relevant citation. If applicable to storm remediation, provide documentation demonstrating the assignments performed on April 5, 2024.

Response:

Elite Flaggers LLC has a standing request to provide a certain quantity of flagging resources for both Company crews as well as contractors retained for specific projects or dock work. As these flaggers are not restricted to a singular municipality like police are, this provides enhanced flexibility, especially in storm situations. As such, the flaggers were initially planned to be utilized for scheduled work, however, when storms arise, they are still retained to provide rapid deployment of work zone setups and traffic control. In the event it is determined that the contractor crews will not be utilized, or the weather doesn't require any Company resources beyond the normal Response Specialists, the flaggers are released and paid their minimum of four hours.

In this instance, Elite remained available for deployment but was ultimately released without performing traffic control or storm remediation activities. Accordingly, the four hours billed on April 5, 2024 reflect the applicable minimum-hour payment rather than hours associated with storm remediation.

Please refer to EOE-280, Attachment 1CONFIDENTIAL, for the contractual provisions related to cancellation.