

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Undersigned, on behalf of the Essex County Board of Supervisors, will accept sealed bids at the Office of the Purchasing Agent until 2:00 P.M. on June 17, 2016 for ASBESTOS ABATEMENT - FISH HATCHERY.

The bids shall be opened publicly and read aloud on June 17, 2016 at 2:00 P.M. at the Office of the Purchasing Agent, 7551 Court Street, Elizabethtown, New York 12932.

Please contact the Purchasing Office at (518) 873-3330 for additional information concerning the bidding. Specifications and standard proposals for the proposed work may be obtained at the above address, or on the County's website at: www.co.essex.ny.us.

All bids submitted in response to this notice shall be marked "SEALED BID – ASBESTOS ABATEMENT – FISH HATCHERY" clearly on the outside of the envelope.

Dated: May 20, 2016

Linda M. Wolf, CPA
Purchasing Agent
Essex County Government Center
7551 Court Street – PO Box 217
Elizabethtown, New York 12932
(518) 873-3332

INSTRUCTIONS TO BIDDERS

A pre-bid conference shall be held on Friday, June 10, 2016 at 10:00 AM at Essex County Fisheries, Creek Road, Crown Point, NY 12928. **All contractors who plan to submit a bid are urged to attend.**

Each proposal must be accompanied by either a Certified Check payable to Essex County Treasurer in the amount of five percent (5%) of amount of the bid or a Bid Bond, in a form acceptable to the Essex County Attorney.

A labor and material Payment Bond and a Performance Bond in the form contained in the Contract documents will be required of the successful Bidder.

Attention of the bidders is particularly called to the requirements as to the conditions of employment to be observed and minimum wage rates under the Contract.

All bids shall be submitted on the bid sheets included in the package, and no other forms shall be accepted.

Essex County reserves the right to reject any and all bids not considered to be in the best interest of Essex County, and to waive any technical or formal defect in the bids which is considered by Essex County to be merely irregular, immaterial, or unsubstantial.

In addition to bid sheets, the bidder shall submit executed non-collusion bid certificates signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103d. The bidder shall also submit an executed certificate of compliance with the Iran Divestment Act signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103g.

A Contract awarded pursuant to this notice shall be subject to the provisions of Sections 103-1, 103-b, 103-d and 103-g of the General Municipal Law.

Essex County affirmatively states that in regard to any contract entered into pursuant to these instructions, without regard to race, color, sex, religion, age, national origin, disability, sexual preference or Vietnam Era veteran status, disadvantaged and minority or women-owned business enterprises will be afforded equal opportunity to submit bids in response hereto.

The contract shall be completed within 90 days of contract execution.

Addenda will be posted on the Essex County Website, interested vendors are urged to check before submitting their bid.

Each bidder will need to complete, sign, have notarized and return the following documents with their Bid:

- 1) Vendor Responsibility Questionnaire
- 2) Certification of Compliance With Iran Divestment Act
- 3) Non-Collusive Bidding Certification

ASBESTOS ABATEMENT DESIGN

**VARIOUS BUILDINGS
ESSEX COUNTY FISH HATCHERY FACILITY
FISH HATCHERY ROAD
CROWN POINT, ESSEX COUNTY, NEW YORK**



WBE certified company

PREPARED BY:

**ATLANTIC TESTING LABORATORIES, LIMITED
130 Arizona Avenue, Suite 1540
Plattsburgh, New York 12903**

PREPARED FOR:

**Essex County Department of Public Works
8053 US Route 9
P.O. Box 217
Elizabethtown, New York 12932**

ATL REPORT NO. PL5598AD-01-05-16

May 11, 2016

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PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. This Section describes the methods and procedures for abatement of asbestos-containing materials (ACM) from buildings associated with the Essex County Fish Hatchery facility, located at Fish Hatchery Road, Crown Point, Essex County, New York, prior to scheduled demolition and/or renovation activities. Reference Appendix A for an aerial overview of the Essex County Fish Hatchery facility, which shows the locations of the different buildings identified herein.
- B. Building materials have been determined or assumed to be ACM based on previous sampling and analysis and assessment. Analytical results for samples collected for this project are available in the following reports. A copy of these reports is contained in Appendix B.
 - 1. “Limited Hazardous Materials Survey,” report for Essex County Fish Hatchery, prepared by Atlantic Testing Laboratories, Limited (ATL Report No. PL5598CE-01-01-16, dated January 13, 2016).
 - 2. “Incidental Disturbance Assessment, Static Air Sampling, and Bulk Debris Sampling” report for Essex County Fish Hatchery, prepared by Atlantic Testing Laboratories, Limited (ATL Report No. PL5598AV-01-05-16, dated May 2, 2016).
 - 3. “Directed Bulk Sampling and Analysis” report for Essex County Fish Hatchery, prepared by Atlantic Testing Laboratories, Limited (ATL Report No. PL5598AB-01-05-16, dated May 3, 2016).
- C. The materials listed below were determined or assumed to be ACM, and require abatement prior to scheduled demolition and/or renovation activities. Reference the project abatement drawings in Appendix C for locations of scheduled abatement.
 - 1. Residence Building
 - a. Black Mastic associated with door threshold
 - b. Black Waterproofing Tar associated with building foundation
 - c. Gray Putty associated with exterior electrical penetrations
 - d. Off-White Glazing associated with storm windows
 - e. Gray Pipe Thermal System Insulation (TSI)
 - f. Gray TSI Pipe Fittings
 - 2. Garage Building
 - a. White Glazing associated with exterior windows
 - b. White Furnace Gasket

3. Pole Barn Building
 - a. White Glazing associated with stored windows
 4. Old Building
 - a. White Cementitious Board
 - b. White Glazing associated with exterior windows
 5. Bathroom/Feed Room Building
 - a. Brown with White Streaks 9- by 9-Inch Floor Tile
 - b. Brown Vermiculite Blown-In Insulation associated with walls and ceilings
- D. The Gray Pipe TSI and Gray TSI Pipe Fittings located in the basement of the Residence Building, and Brown Blown-In Insulation associated with the walls and ceilings of a room in the Bathroom/Feed Building are considered incidental disturbances as defined by 12 NYCRR 56-11.2, and require cleanup in accordance with a Site-Specific Variance (SSV), approved by the New York State Department of Labor (NYSDOL). Appendix D includes a copy of the draft petition for a SSV associated with the Residence Building. This draft variance petition is subject to review and approval by the NYSDOL. A SSV will also be required for cleanup of the incidental disturbance at the Bathroom/Feed Room Building.
- E. Materials with trace asbestos have been identified within the subject buildings. Although not considered regulated ACM, work activities affecting materials with trace asbestos shall be performed in accordance with applicable requirements of OSHA 29 CFR 1926.1101. Reference the reports listed in Paragraph B of Article 1.01 for additional details pertaining to identified materials with trace asbestos.
- F. The contractor shall verify the quantities of materials to be removed as the basis for the bid. Failure to do so shall not relieve the Contractor of its obligation to furnish all labor and materials necessary to perform the work. The general location of identified ACM is identified on the abatement plans in Appendix C and in the reports in Appendix B.
- G. Suspect ACM that have not been tested shall be assumed to contain asbestos, unless proven otherwise through sampling and analysis.
- H. Moveable furnishings and equipment, including miscellaneous small items such as tools, stored materials, files, and records, will be removed from the work areas prior to asbestos abatement contract work commencing. The Contractor shall provide temporary power and site access to the Asbestos Project Monitor.
- I. All work shall be performed in such a manner as to minimize the risk of exposure to personnel, to prevent exposure to occupants, and to minimize the risk of release of asbestos or asbestos-containing debris to the environment.
- J. All work shall be performed in strict accordance with the Project Documents and all governing codes, rules, and regulations. The information contained within this specification

section will be considered part of the Project Documents. Where conflicts occur between the Project Documents and applicable codes, rules, and regulations, the more stringent procedure(s) shall apply.

- K. The Contractor shall take notice, and make employees aware, of occupational safety hazards associated with the abatement work and other work being performed on-site. The Contractor shall comply with any site-specific safety training that may be required by the Owner.
- L. The Contractor shall coordinate directly with the Owner for provision of water and electrical sources.
- M. The Contractor shall be aware of all conditions of the project, including layout and accessibility for the designated work area(s), types of materials and equipment present that will need to be cleaned, enclosure materials and requirements, etc.
- N. Title to materials: ACM resulting from abatement work, except as otherwise indicated, shall remain the property of the Owner. The Contractor is responsible for disposal, as specified, and maintaining records of disposal.

1.02 SPECIAL JOB CONDITIONS

- A. The building is an operational fish hatchery facility. Certain equipment and components will need to remain operational and shall not be disrupted or physically disturbed during the Asbestos Abatement Work. The Contractor shall coordinate with the Owner or Owner's designated representative to ensure that such equipment and components are not disrupted.
- B. The Contractor shall preserve building materials and surface finishes, electrical equipment, furnishings, machinery, supplies, heating and ventilation equipment, and other items present within each work area that is not scheduled for removal. The Contractor shall perform work without damage or contamination of adjacent areas. Where such areas are contaminated, specified procedures of containment must be followed, and contamination must be cleaned up. Where adjacent areas are damaged, restoration must be to original condition.
- C. Sections of the building may be active and/or occupied during the work. Selected areas of the facility may be restricted and shall not be occupied by the Contractor.
- D. Work areas will have energized systems operating (telephone, fiber optic, cable, electricity, steam and condensate return lines, hot and cold domestic waterlines, etc.). The Contractor shall coordinate with the Owner regarding these energized systems prior to commencing work.
- E. Incidental disturbances of ACM have been identified in sections of the Residence Building and Bathroom/Feed Room Building. Based on the identified extent of impact, cleanup and abatement of the affected area in each of the referenced buildings will need to be performed pursuant to an approved SSV. Additional details are described in Paragraph D of Article 1.01.

1.03 SEQUENCING AND SCHEDULING

- A. Performance of the work and preparation and processing of submittals shall be coordinated to comply with the overall project schedule and demolition, construction, and renovation activities that may be scheduled for the site.
- B. Coordinate working hours with the Owner, relative to other on-site operations. Abatement activities including, but not limited to, work area preparation, cleaning activities, waste removal, etc., may need to be performed during 'off-hours' (including nights and weekends) to minimize disruptions to ongoing site operations. The Contractor shall coordinate all work with the Owner and the Asbestos Project Monitor.
- C. Schedule work as necessary to complete abatement activities, and as required to meet the Owner's schedule. Advise the Owner and Asbestos Project Monitor of any changes in hours or days that the Contractor will be on-site, at least 12 hours prior to such change. The Contractor retains all liability resulting from Contractor's failure to make the required notification.

1.04 PERMITS AND COMPLIANCE

- A. The Contractor shall assume full responsibility and liability for compliance with all applicable federal, state, and local laws, rules, and regulations pertaining to work practices, protection of workers, authorized visitors to the site, and persons and property adjacent to the work areas.
- B. The Contractor shall perform asbestos related work in accordance with New York State (NYS) Industrial Code Rule 56, and 29 CFR 1926 as specified herein. Where more stringent requirements are specified, adherence is required to the more stringent requirements.
- C. The Contractor shall maintain current licenses pursuant to NYS Department of Labor (NYSDOL), U.S. Environmental Protection Agency (USEPA), and NYS Department of Environmental Conservation (NYSDEC) for all work related to this project, including the removal, handling, transport, and disposal of ACM.
- D. The Contractor (or qualified subcontractor) shall possess a valid Waste Transporter Permit, issued by the NYSDEC pursuant to 6 NYCRR Part 364, to transport waste material from the site to a storage or disposal facility. The permit shall include the name and location of each storage and/or disposal facility, and a list of all transport vehicles.
- E. The Contractor shall be responsible for all fees related to the asbestos abatement work, including, but not limited to, licenses; permits; project notifications; variance petitions, applications, and re-openings; and Worker certifications.
- F. The Contractor shall have, and submit proof upon request, persons employed to engage in or supervise work on the Project that hold a valid NYSDOL asbestos handling certificate pursuant to Industrial Code Rule 56, and valid NYSDOH 2832 form pursuant to 40 CFR, Part 763.
- G. It is the sole responsibility of the Contractor to determine what, if any, patents are applicable to the Project. The Contractor shall pay all royalties and/or license fees. The

Contractor shall defend all suits or claims for infringement of any patent rights and hold the Owner and Owner's representatives harmless from loss, including attorney's fees, on account thereof.

- H. The Contractor may, at their own cost, petition applicable regulatory agencies for, obtain, and use site-specific variance(s) to conduct the asbestos abatement work. Should the Contractor choose to apply for any variance, all conditions and provisions of the site-specific variance are subject to the review and approval of the Owner and/or Owner's designated representative.
- I. Failure to adhere to the Project Documents shall constitute a breach of the Contract and the Owner shall have the right to, and may, terminate the Contract provided; however, the failure of the Owner to so terminate shall not relieve the Contractor from future compliance.

1.05 REFERENCES

- A. The Contractor shall comply with the codes and standards listed below, except where more stringent requirements are shown and/or specified. Specific regulations, standards, and guidance documents are listed for informational purposes due to relevance to the work described herein. Specific regulations, standards, and guidance documents that are not listed may also be applicable to the work.

1. Federal Regulations:

a. American National Standard Institute (ANSI)

- 1) ANSI Z88.2-80, Practices for Respiratory Protection
- 2) ANSI Z9.2-79, Fundamental Governing the Design and Operation of Local Exhaust Systems

b. Code of Federal Regulations (CFR)

- 1) 29 CFR 1910.1001, "Asbestos" (OSHA)
- 2) 29 CFR 1910.1200, "Hazard Communication" (OSHA)
- 3) 29 CFR 1910.134, "Respiratory Protection" (OSHA)
- 4) 29 CFR 1910.145, "Specification for Accident Prevention Signs and Tags" (OSHA)
- 5) 29 CFR 1926, "Construction Industry" (OSHA)
- 6) 29 CFR 1926.1101, "Asbestos" (OSHA)
- 7) 29 CFR 1926.500, "Guardrails, Handrails and Covers" (OSHA)
- 8) 40 CFR 61, Subpart A, "General Provisions" (EPA)

- 9) 40 CFR 61, Subpart M, "National Emission Standard for Asbestos" (EPA)
- 10) 49 CFR 171-172, "Transportation Standards" (USDOT)
- c. Occupational Safety and Health Administration (OSHA)
- d. United States Department of Transportation (USDOT)
- e. United States Environmental Protection Agency (EPA)
- 2. New York State:
 - a. Compilation of the Rules and Regulations of the State of New York (NYCRR)
 - 1) 6 NYCRR, Parts 360 and 364, "Disposal and Transportation" (NYSDEC)
 - 2) 10 NYCRR Part 73, "Asbestos Safety Program Requirements" (NYSDOH)
 - 3) 12 NYCRR, Part 56, "Asbestos," Industrial Code Rule 56 (NYSDOL)
 - 4) Guidance Document (AGD-v2.0) on 12 NYCRR, Part 56
 - b. New York State Department of Environmental Conservation (NYSDEC)
 - c. New York State Department of Health (NYSDOH)
 - d. New York State Department of Labor (NYSDOL)
 - e. New York State Department of Transportation (NYSDOT)

1.06 SUBMITTALS

- A. The Contractor shall be responsible to provide and comply with any insurance or contractual submittals that are required for this Project, and may be specified by the Owner or in other Contract Documents for the Project.
- B. Pre-Work Submittals
 - 1. Contractor license issued by the NYSDOL
 - 2. Progress Schedule:
 - a. Show the complete sequence of abatement activities and the sequencing of work within each building section.
 - b. Show the dates for the beginning and completion of each major element of work, including substantial completion dates for each work area or phase.
 - 3. Project Notifications: As required by federal and state regulatory agencies, together with proof of transmittal (i.e. certified mail return receipt).

4. Building Occupant Notification: As required by regulatory agencies.
5. Abatement Work Plan: Provide Plans that clearly indicate the following information.
 - a. Work area/containments numbered sequentially
 - b. Locations and types of decontamination enclosures
 - c. Entrances and exits to each work area/containments
 - d. Type of abatement activity/technique for each work area/containment
 - e. Number and location of negative air units and exhaust, and calculation verification determining the number of required negative pressure air units
 - f. Proposed location and construction of storage facilities and field office (if applicable)
 - g. Location of water and electrical connections to building services
 - h. Waste transport routes through the building to the waste storage container
 - i. Disposal site/landfill permit from applicable regulatory agency
 - j. NYSDEC Waste Transporter Permit
- C. On-site Submittals: Refer to Article 3.05 for all submittals, documentation, and postings required to be maintained on-site during abatement activities.
- D. Project Close-out Submittals: Within 30 days of project completion, the Contractor shall submit 1 copy of the documents listed below to the Consultant and 1 set of documents shall be forwarded to the Owner.
 1. **Originals** of all waste disposal manifests, seals, and disposal logs
 2. OSHA compliance air monitoring records conducted during the work
 3. Daily progress log, including entry/exit log
 4. A list of all Workers used in the performance of the project, including name, NYSDOL certification number and expiration date, and NYSDOH 2832 number and expiration date
 5. For each Worker used in the performance of the project, submit the Worker's Acknowledgement Statement
 6. Disposal site/landfill permit from applicable regulatory agency
 7. Final project notifications

1.07 MEDICAL REQUIREMENTS

- A. Before potential exposure to airborne asbestos fibers, the Contractor shall provide Workers with a comprehensive medical examination, as required by 29 CFR 1910.1001 and 29 CFR 1926.1101.
 - 1. This examination is not required if adequate records show the employee has been examined, as required by 29 CFR 1910.1001 and 29 CFR 1926.1101, within the past year.
 - 2. The same medical examination shall be given on an annual basis to employees engaged in an occupation involving asbestos fibers and within 30 calendar days before or after the termination of employment in such occupations.
- B. As required by 29 CFR 1910.1001 and 29 CFR 1926.1101, the Contractor shall maintain complete and accurate records of employees' medical examinations for a period of 30 years after termination of employment and make records of the required medical examinations available for inspection and copying to: Assistant Secretary of Labor for Occupational Safety and Health, Director of the National Institute for Occupational Safety and Health (NIOSH), authorized representatives of either of these, and an employee's physician upon the request of the employee or former employee.
- C. The Contractor shall furnish the Owner evidence of its firm's medical surveillance program required under 29 CFR 1910.1001 and 29 CFR 1926.1101.

1.08 TRAINING

- A. As required by applicable regulations, prior to assignment to asbestos work, instruct each employee with regard to the hazards of asbestos, safety and health precautions, and the use and requirements of protective clothing and equipment.
- B. Establish a respirator program, as required by ANSI Z88.2, 29 CFR 1910.134 and 29 CFR 1926.1101. Provide respirator training and fit testing.
- C. All Workers and Supervisors shall have successfully completed training and received appropriate certifications, in accordance with NYSDOL and NYSDOH requirements.

1.09 WORK BY SEPARATE CONTRACT

- A. Project Monitor Contract Work: Services of a qualified Asbestos Abatement Project Monitor will be provided under separate contract. The Asbestos Abatement Project Monitor will be on-site at all times when work is in progress, and will be authorized to observe removal work and interpret and enforce provisions of the Contract Documents, collect requisite air samples, and conduct visual clearance.
 - 1. The Asbestos Abatement Contractor shall provide the Asbestos Abatement Project Monitor with access to all areas of work.
- B. Services of a laboratory, certified by the NYSDOH Environmental Laboratory Approval Program (ELAP) and the National Institute of Standards and Technology (NIST) National Voluntary Laboratory Accreditation Program (NVLAP), to analyze collected samples.

1.10 STOPPAGE OF WORK

- A. The work of the Contractor may be stopped at any time if non-compliance with any applicable regulation, contract requirement, or written job instruction is observed. Standby time required to resolve the situation shall be at the Contractor's expense.
- B. Interpretation of regulations or differences in interpretation of applicable regulations between any parties associated with the project shall be settled in a manner consistent with the administrative and contractual procedures specified in other applicable sections of the Project Documents. If a resolution cannot be readily obtained, the applicable regulatory authority will be contacted for interpretation. The interpretation of the regulatory authority shall be final.

PART 2 - PRODUCTS

2.01 PROJECT LOG BOOK

- A. Provide a permanently bound project log book. The log book shall contain, on the title page, the project name; name, address, and telephone number of Owner; name, address, and telephone number of Consultant; name, address, and telephone number of the Contractor; and emergency numbers, including, but not limited to, local Fire/Rescue Department.
- B. All entries into the log shall be made in non-washable, permanent ink, and such pen shall be strung to or otherwise attached to the log to prevent removal from the log-in area. Under no circumstances shall pencil entries be permitted.
- C. All persons entering and exiting the work area shall sign the log and include name, employer, NYSDOL certification number, and time of entrance and exiting.
- D. The Project Supervisor shall document all work performed daily and note all visual assessments required by NYS Industrial Code Rule 56 (e.g., testing and inspection of barriers and enclosure by smoke testing, negative air systems, and manometer readings).

2.02 PERSONAL PROTECTIVE EQUIPMENT

- A. All use of personal protective equipment (PPE) shall be in compliance with applicable OSHA regulations and procedures.
- B. The minimum PPE is Level D Modified (hard hat, safety glasses, and steel-toed boots), at all times at the project site both inside and outside the work areas.
- C. Additional PPE is required to reduce exposure to asbestos. The following PPE shall be used during abatement.
 - 1. Respiratory Protection
 - a. Select respirators from those approved by the National Institute for Occupational Safety and Health (NIOSH), Department of Health and Human Services.

- b. Respirators shall be individually fit-tested to personnel under the direction of a competent person on a yearly basis. Fit-test records shall be maintained on-site for each employee.
 - c. The Contractor shall provide adequate surveillance of working conditions to ensure the selected respirator provides adequate protection, as defined in 29 CFR 1926.1101. Half-face respirators are the minimum allowable respiratory protection permitted to be utilized during the asbestos abatement.
 - d. No respirators shall be issued to personnel without such personnel participating in a respirator training program.
 - e. High Efficiency Particulate Air (HEPA) respirator filters shall be approved by NIOSH and shall conform to the OSHA requirements in 29 CFR 1910.134 and 29 CFR 1926.1101.
 - f. A storage area for respirators shall be provided by the Contractor in the clean room side of the personal decontamination enclosure, where the respirators will be kept in a clean environment.
 - g. The Contractor shall provide and make available a sufficient quantity of respirator filters, so that filter changes can be made as necessary during the work day. Filters shall be removed and discarded during the decontamination process. Filters shall not be reused. Filters shall be changed if breathing becomes difficult.
 - h. Filters used with negative pressure air purifying respirators shall not be used any longer than one 8-hour work day.
2. Disposable Protective Clothing
- a. Disposable protective whole body clothing, head coverings, plastic or rubber gloves, and foot coverings shall be provided to personnel during the project. Cloth gloves may be worn inside the plastic or rubber gloves for comfort, but should not be used alone. Secure sleeves at the wrists, and foot coverings at the ankles, by the use of tape, or provide disposable coverings with elastic wrists or tops.
 - b. Provide sufficient quantities of protective clothing to assure a minimum of 4 complete disposable outfits per day for each individual performing abatement work.
- D. Workers and authorized visitors shall be provided with suitable personal protective equipment and clothing whenever they enter the work area.

2.03 SCAFFOLDING AND LADDERS (IF REQUIRED)

- A. Provide all scaffolding and/or staging, as necessary, to accomplish the work of this Contract.
- B. Provide scaffolding and ladders for use by the Asbestos Project Monitor, for the purposes of performing required inspections.

- C. The type, erection, and use of all scaffolding and ladders shall comply with all applicable OSHA construction industry standards and Owner requirements.

2.04 SIGNS AND LABELS

- A. Provide warning signs and barrier tapes at all approaches to the work area. Locate signs at such distance that personnel may read the sign and take the necessary protective steps required before entering the area.
- B. Provide danger signs in vertical format conforming to 29 CFR 1926.1101, minimum size of 20 inches by 14 inches, and displaying the following legend:

DANGER
CONTAINS ASBESTOS FIBERS
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS
DO NOT BREATHE DUST
AVOID CREATING DUST

- C. Provide 3-inch wide red barrier tape printed with black letters, "DANGER ASBESTOS REMOVAL". Locate barrier tape across all corridors, entrances, and across routes to each asbestos work area. Install tape 3 to 4 feet above finish floor.
- D. Provide asbestos danger labels affixed to all asbestos materials, scrap, waste, debris, and other products contaminated with asbestos. Labels shall state the following.

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD

- E. Provide the following asbestos label, of sufficient size to be clearly legible, for display on waste containers (bags or drums) that will be used to transport asbestos contaminated material in accordance with USDOT 49 CFR Parts 171 and 172. Labels shall state the following.

RQ HAZARDOUS SUBSTANCE
SOLID, NOS
FORM E, NA 9188
ASBESTOS

- F. Generator identification information shall be affixed to each waste container, indicating the following and printed in indelible ink.

Generator Name: Essex County Department of Public Works – Fish Hatchery
Facility Building Name: (Insert applicable building)
Facility Address: Fish Hatchery Road, Crown Point, New York
Date: MM/DD/YYYY

2.05 POLYETHYLENE SHEETING

- A. Unless otherwise indicated, polyethylene sheeting used on this project shall be at least 6 mil fire retardant sheeting.
- B. Decontamination enclosure systems shall utilize at least 6 mil opaque fire retardant plastic sheeting.

2.06 HEPA VACUUM EQUIPMENT

- A. All vacuuming conducted for the project shall be performed with HEPA filter equipped industrial vacuums conforming to ANSI Z9.2.
- B. Provide tools and specialized equipment, including scraping nozzles, with integral vacuum hoods connected to a HEPA vacuum with flexible hose.

2.07 DISPOSAL BAGS, DRUMS, AND CONTAINERS

- A. Provide 6 mil polyethylene disposal bags printed with asbestos caution labels. Bags shall also be imprinted with USDOT required markings.
- B. Provide 30- or 55-gallon capacity fiber or metal drums capable of being sealed-air and water-tight if asbestos waste has the potential to damage or puncture disposal bags. Affix asbestos caution labels on lids and at one-third points around drum circumference to assure ready identification.
- C. Containers and bags shall be labeled with the name of the waste generator and the location at which the waste was generated, in accordance with 40 CFR Part 61 NESHAPS.
- D. Containers and bags shall be labeled with the date that they are moved from the waste decontamination enclosure to the waste transport container, in accordance with 12 NYCRR, Part 56-8.9(C)(3).
- E. Labeled ACM waste containers or bags shall not be used for non-ACM waste or trash. Any material placed in labeled containers or bags, whether turned inside out or not, shall be handled and disposed of as ACM waste.

2.08 SURFACTANT (AMENDED WATER)

- A. Wet all ACM prior to removal with surfactant mix, and apply in accordance with manufacturer's printed instructions.

2.09 POWER TOOLS

- A. Any power tools used to drill, cut into, or otherwise disturb asbestos material shall be manufacturer equipped with HEPA filtered local exhaust ventilation.

2.10 WATER AND ELECTRICAL

- A. Water and electrical service shall be coordinated with the Owner prior to initiation of work. The Contractor shall verify suitability and location of all connections.

2.11 OTHER PRODUCTS AND MATERIALS

- A. Other products or materials that are required for use during abatement activities shall comply with local, state, and federal codes and regulations, if applicable. The Contractor shall furnish and utilize industry standard equipment and materials. The Contractor shall not furnish equipment or materials that have been altered in such a manner that violates local, state, and/or federal codes and regulations, or presents unnecessary health and safety risks.

2.12 DELIVERY AND STORAGE

- A. Deliver all materials to the job site in original packages, with containers bearing manufacturer's name and label.
- B. Store all materials at the job site in a suitable and designated area.
 - 1. Store materials subject to deterioration or damage away from wet or damp surfaces and under cover.
 - 2. Protect materials from unintended contamination and theft.
 - 3. Storage areas shall be kept clean and organized.
- C. Remove damaged or deteriorated materials from the job site. Materials contaminated with asbestos shall be disposed of as asbestos debris as herein specified.

PART 3 - EXECUTION

3.01 NOTICES

- A. The Contractor shall provide notification of intent to commence asbestos abatement activities as indicated below.
 - 1. At least 10 working days prior to beginning abatement activities, send written notification to:

United States Environmental Protection Agency
National Emissions Standards for Hazardous Air Pollutants Coordinator
26 Federal Plaza
New York, New York 10007
 - 2. At least 10 calendar days prior to beginning abatement activities, send written notification to:

New York State Department of Labor
Division of Safety and Health, Asbestos Control Program
State Office Campus
Building 12 – Room 454
Albany, New York 12240
- B. The Contractor shall send notifications to regulatory agencies via mail or package delivery service that will provide proof of delivery and receipt.

- C. The Contractor shall post and/or provide Building Occupant Notification at least 10 calendar days prior to beginning abatement activities, as required by New York State Industrial Code Rule 56. The posting shall include the following information.
1. The locations of the project
 2. The amounts and types of ACM being abated
 3. The commencement and completion dates of the project
 4. The name, address, and asbestos license number of the Asbestos Abatement Contractor
 5. The name, address, and license number of the Consultant
 6. The name, address, and NYSDOH ELAP number of the laboratory providing analytical services

3.02 PERSONAL PROTECTIVE EQUIPMENT

- A. The use of respirators must be in compliance with applicable OSHA regulations. Respirators shall be worn until outside of the decontamination room. Refer to Article 2.2, Paragraph C, Subparagraph 1 for applicable respiratory protection PPE.
- B. Disposable protective clothing shall be donned upon entering the decontamination room before entering the work area. Street clothes shall be placed in a storable locker or bin. Workers exiting the work area shall immediately remove protective clothing and place the waste into sealable containers. Refer to Article 2.2, Paragraph C, Subparagraph 2 for applicable disposable protective clothing PPE.

3.03 PERSONAL AIR MONITORING

- A. In addition to the requirements of OSHA 1926.1101, the Contractor shall be required to perform personal air monitoring every work shift in each work area during which abatement activities occur, in order to determine that appropriate respiratory protection is being worn and utilized.
- B. The Contractor shall conduct air sampling that is representative of both the 8-hour time weighted average and 30-minute short-term exposures to indicate compliance with the permissible exposure and excursion limits.
- C. Results of personal air monitoring analyses shall be available, verbally, within 24 hours of sampling and shall be posted upon receipt. Written laboratory reports shall be delivered and posted at the work site within 5 days. Failure to comply with these requirements may result in all work being stopped until compliance is achieved.

3.04 PROJECT SUPERVISOR

- A. The Contractor shall designate a full-time Project Supervisor, who shall meet the following qualifications.

1. The Project Supervisor shall hold a current New York State certification as an Asbestos Contractor Supervisor.
2. The Project Supervisor shall meet the requirements of a "Competent Person", as defined by OSHA 1926.1101, and shall have a minimum of 5 years experience as a Supervisor.
3. The Project Supervisor shall be able to speak, read, and write English fluently, as well as communicate in the primary language of the Workers.
4. If the Project Supervisor is not on-site at any time whatsoever, all work will be stopped. The Project Supervisor shall remain on-site until the Project is complete. The Project Supervisor cannot be removed from the Project without the written consent of the Owner and the Consultant. The Project Supervisor will be removed from the Project, if so requested, by the Owner.
5. The Project Supervisor shall maintain the Project Log Book in accordance with 12 NYCRR, Part 56-7.3 and the Waste Disposal Log required by Subpart 3.16 of this specification.
6. The Project Supervisor shall be responsible for the performance of the work and shall represent the Contractor in all respects at the Project site. The Supervisor will be the primary point of contact for the Asbestos Project Monitor.

3.05 ON-SITE DOCUMENTATION

- A. The following submittals, documentation, and postings shall be maintained on-site during abatement activities at a location approved by the Asbestos Project Monitor.
 1. Valid Contractor license issued by the NYSDOL
 2. Worker certification, training, and medical surveillance records
 - a. Current New York State Asbestos Handler certification cards for each person employed in the removal, handling, or disturbance of asbestos
 - b. Evidence that Workers have received proper training required by the regulations and the medical examinations required by OSHA 29 CFR 1926.1101
 - c. Documentation that Workers have been fit tested specifically for respirators used on the project
 - d. Workers Acknowledgment Statements signed by each employee stating that the employee has received training in the proper handling of ACM; understands the health implications and risks involved; and understands the use and limitations of the respiratory equipment to be used
 3. Daily OSHA personal air monitoring results
 4. NYSDOH ELAP certification for the laboratory that will be analyzing the OSHA personal air samples

5. NYSDEC Waste Transporter Permit
 6. Project documents (specifications and drawings)
 7. Notifications and variances (site-specific). Ensure that the most up-to-date notifications and variances are on site.
 8. Applicable regulations
 9. Material Safety Data Sheets (MSDS) or Safety Data Sheets (SDS) of supplies/chemicals used on the project
 10. Approved Abatement Work Plan
 11. List of emergency telephone numbers
 12. Waste disposal log
 13. Project log book
- B. Medical approval, fit test reports, Worker Acknowledgment Statements, and NYSDOL certificates shall be on-site prior to admittance of any Contractor's employees to the asbestos abatement work area.

3.06 TEMPORARY UTILITIES

- A. Shut down and lock out all electrical power to the asbestos abatement work area.
- B. Provide temporary 120-240 volt, single phase, three-wire, 100 amp electric service with ground fault circuit interrupters (GFCI) for all electric requirements within the asbestos abatement work area.
1. Where available, obtain a power supply from the Owner's existing system. Otherwise, provide power from other sources (i.e., generator).
 2. Provide temporary wiring and "weatherproof" receptacles in sufficient quantity and location to serve all HEPA equipment and tools.
 3. Provide wiring and receptacles, as required by the Consultant, for air sampling equipment.
 4. All power to the work area shall be brought in from outside the area through GFCI at the source.
- C. Provide temporary lighting with "weatherproof" fixtures for the work area, including decontamination chambers.
1. The entire work area shall be kept illuminated at all times.
 2. Provide lighting, as required by the Consultant, for performance of required visual assessments.

- D. All temporary devices and wiring used in the work area shall be capable of withstanding decontamination procedures, including HEPA vacuuming and wet wiping.
- E. Utilize domestic water services, if available, from the Owner's existing system. Provide hot water heaters with sufficient capacity to meet project demands.

3.07 DECONTAMINATION ENCLOSURES AND WORK AREA PREPARATION

- A. The work area shall be vacated by building occupants prior to decontamination enclosure construction and work area preparation.
- B. All demolition necessary to access ACM for removal shall be conducted within negative pressure enclosures by licensed asbestos handlers. Demolition debris shall be disposed of as asbestos waste.
- C. Provide a personal decontamination enclosure contiguous to each work area. The following conditions shall apply for the construction of a personal decontamination enclosure.
 - 1. The decontamination enclosure shall be attached to the work area and shall be fully framed and sheathed to prevent unauthorized entry.
 - 2. For large asbestos projects, access to the work area shall be from the clean room through an airlock to the shower, followed by an airlock to the equipment room to the work area. For small asbestos projects, access to the work area will be from the clean room, to the shower, and through the equipment room to the work area. Each airlock shall be a minimum of 3 feet from door to door.
 - 3. The decontamination enclosure ceiling and walls shall be covered with one layer of opaque 6 mil fire retardant polyethylene sheeting. Two layers of reinforced polyethylene sheeting shall be used to cover the floor.
 - 4. Establish a triple layer of 6 mil polyethylene at the decontamination chamber doorways, weighted to ensure a tight seal of the enclosure. Prior to establishing doorway seals, move all required tools, scaffolding, and equipment into the work area.
 - 5. The entrance to the clean room shall have a lockable door. The clean room shall be sized to accommodate all full-shift Workers and the Asbestos Project Monitor. The minimum dimensions of the clean room shall be 32 square feet for every 6 full-shift Workers, and 6 feet in height. Provide suitable lockers for storage of Workers' street clothes. Storage for respirators, along with replacement filters and disposable towels, shall also be provided.
 - 6. Provide a temporary shower, with individual hot and cold water supplies and faucets. Provide a sufficient supply of soap and shampoo. There shall be 1 shower for every 6 full-shift abatement Workers. The shower room shall be constructed in such a way so that travel through the shower chamber shall be through the shower. The shower shall not be able to be bypassed.
 - 7. Shower water shall be drained, collected, and filtered through a system with at least a 5.0 micron particle size collection capability, containing a series of several filters with

- progressively smaller pore sizes to avoid rapid clogging of the system. The filtered wastewater shall then be discharged in accordance with applicable codes, and the contaminated filters shall be disposed of as asbestos waste.
8. The equipment room shall be used for the storage of tools and equipment. A walk-off pan filled with water shall be located in the work area outside the equipment room for workers to clean foot coverings when leaving the work area. A labeled 6 mil plastic ACM waste bag, for collection of contaminated clothing, shall be located in this room.
 9. The personal decontamination enclosure shall be cleaned and disinfected, at a minimum, at the end of each work shift and as otherwise directed by the Asbestos Project Monitor.
- D. Provide a waste decontamination enclosure contiguous to each work area. The following conditions shall apply for the construction of a waste decontamination enclosure.
1. The decontamination enclosure shall be attached to the work area and not located within it. The decontamination enclosure shall be fully framed and sheathed to prevent unauthorized entry.
 2. The waste decontamination enclosure system shall consist of a washroom/cleanup room to the work area and an airlock doorway to the holding area. The airlock shall be a minimum of 3 feet from door to door. The entrance to the holding area shall have a lockable door.
 3. The decontamination enclosure ceiling and walls shall be covered with one layer of opaque 6 mil fire retardant polyethylene sheeting. Two layers of reinforced polyethylene sheeting shall be used to cover the floor.
 4. Establish a triple layer of 6 mil polyethylene at the decontamination chamber doorways, weighted to ensure a tight seal of the enclosure. Prior to establishing doorway seals, move all required tools, scaffolding, and equipment into the work area.
 5. Where there is only one egress from the work area, the holding area of the waste decontamination enclosure system may branch off from the personal decontamination enclosure equipment room, which may then serve as the waste wash room.
- E. The following conditions shall apply to work area preparation procedures for interior work areas within the Residence Building, Garage Building, Old Building, and Bathroom/Feed Building, with the exception of the materials that were identified as part of an incidental disturbance, as outlined in Paragraph D of Article 1.01.
1. Asbestos danger signs shall be posted at all approaches to the asbestos abatement work area. Post all emergency exit signs only on the work area side at the containment, and post with asbestos caution signs on the non-work area side. Provide all non-work area stairs and corridors accessible to the asbestos abatement work area with warning tapes at the base of stairs and beginning of corridors. Warning tape shall be utilized in addition to caution signs.
 2. Shut down and lock out the building heating, ventilation, and air conditioning (HVAC) and electrical systems. Provide temporary electric power and lighting, as specified in Article 3.06.

3. All surfaces and objects within the work area shall be pre-cleaned using HEPA vacuuming and/or wet wiping methods. Dry sweeping and any other methods that raise dust shall be prohibited. ACM shall not be disturbed during pre-cleaning.
 4. Moveable objects within the work area shall be HEPA vacuumed and/or wet wiped and removed from the work area.
 5. All non-movable equipment in the work area shall be completely covered with 2 layers of polyethylene sheeting, at least 6 mil in thickness, and secured in place with duct tape and/or spray adhesive.
 6. Provide enclosure of the asbestos abatement work area necessary to isolate it from unsealed areas of the building, in accordance with the approved Asbestos Abatement Work Plan, and as specified herein.
 7. Seal off all openings, including, but not limited to, windows, diffusers, grills, electrical outlets and boxes, doors, floor drains, and any other penetrations of the work area enclosure, using 2 layers of at least 6 mil fire retardant polyethylene sheeting to form a critical barrier.
 8. Provide temporary framing and sheathing at openings larger than 32 square feet that form the limits of the asbestos abatement work area. Sheathing thickness must be a minimum of 3/8-inch, and all sheathing shall be caulked and the work area side sealed with 2 layers of 6 mil polyethylene sheeting to form an isolation barrier.
 9. Sheeting shall be secured with spray adhesive and then sealed with duct tape. All joints in polyethylene sheeting shall overlap a minimum of 12 inches.
 10. Frame out emergency exits. Provide double-layered 6 mil polyethylene sheeting and tape seal opening. Post as emergency exits only. Within the work area, mark the locations and directions of emergency exits throughout the work area, using exit signs and/or duct tape.
 11. Remove all items attached to, or in contact with, ACM only after the work area enclosure is in place. HEPA vacuum and wet wipe with amended water all removed items prior to removal from the work area and before the start of asbestos removal operations.
- F. The following conditions shall apply to work area preparation procedures for exterior work areas of the Residence Building, Garage Building, Pole Barn Building, and Old Building.
1. Asbestos danger signs shall be posted at all approaches to the asbestos abatement work area. The work area shall be considered the area from which the ACM is actively being removed and shall extend out 25 feet in each direction from this location. Warning tape shall be utilized in addition to caution signs.
 2. Provide temporary electric power and lighting, as specified in Article 3.06.
 3. All openings to the building within 25 feet of the work area, including, but not limited to, windows, doors, diffusers, and grills, shall be completely covered with 2 layers of

polyethylene sheeting, at least 6 mil in thickness, and secured in place with duct tape and/or spray adhesive.

- G. Work area preparation procedures for the incidental disturbance work areas located in the basement of the Residence Building and walls and ceilings of the Bathroom/Feed Building shall comply with procedures described in an approved SSV.

3.08 WORK AREA ENTRY AND EXIT PROCEDURES

- A. Access to and from the asbestos abatement work area shall be permitted only through the personal decontamination enclosure, unless otherwise stipulated in a site-specific or applicable variance.
- B. Workers shall sign the entry/exit log upon every entry and exit.
- C. The following procedures shall be followed when entering the work area.
 - 1. Before entering the work area, Workers shall proceed to the clean room, remove all street clothes, and don protective clothing, equipment, and respirators.
 - 2. Workers shall proceed from the clean room, through the shower room and the equipment room, and into the work area.
- D. The following procedures shall be followed when exiting the work area.
 - 1. Before leaving the work area, gross asbestos contamination shall be removed by brushing, wet cleaning, and/or HEPA vacuuming.
 - 2. In the equipment room, Workers shall remove disposable clothing, but not respirators, and shall place clothing in plastic disposal bags for disposal as contaminated debris prior to entering the shower room.
 - 3. Workers shall shower thoroughly while wearing respirators, and then wash respirator with soap and water prior to removal.
- E. Upon exiting the shower, Workers shall don new disposable clothing if the work shift is to continue or street clothes to exit the area. Under no circumstances shall Workers enter public, non-work areas in disposable protective clothing.

3.09 NEGATIVE AIR PRESSURE FILTRATION SYSTEM

- A. Provide a portable asbestos filtration system that develops a minimum pressure differential of negative 0.02 inches of water column within all full enclosure areas relative to adjacent unsealed areas, and that provides a minimum of 4 air changes per hour in the work area during abatement.
- B. Such filtration systems shall be operated 24 hours per day during the entire Project, until the final cleanup is completed and satisfactory results of the final air samples are received from the laboratory.

- C. The system shall include a series of pre-filters and filters to provide HEPA filtration of particles down to 0.3 microns at 100% efficiency and below 0.3 microns at 99.9% efficiency. Provide sufficient replacement filters to replace pre-filters every 2 hours, secondary pre-filters every 24 hours, and primary HEPA filters every 600 hours of operation.
- D. A minimum of one additional filtration unit of at least the same capacity as the primary unit(s) shall be installed and fully functional to be used during primary unit(s) filter changing and in case of primary failure. There shall be at least one back-up unit for every five primary units.
- E. Upon electric power failure or shut-down of any filtration unit, all abatement activities shall stop immediately and only resume after power is restored and all filtration units are fully operating. For shut-downs longer than one hour, all openings into the work area, including the decontamination enclosures, shall be sealed.
- F. The Contractor shall provide a manometer with a chart recorder to measure and record negative pressure differential across the work area barriers without interruption 24 hours per day for all OSHA class I friable asbestos projects.

3.10 REMOVAL OF ASBESTOS-CONTAINING MATERIALS

- A. ACM shall be removed in accordance with the Contract Documents and the approved Asbestos Abatement Work Plan.
- B. Should the area beyond the work area become contaminated with ACM or elevated fiber levels, immediately stop work and institute emergency procedures. Contaminated non-work areas shall be isolated and subsequently decontaminated in accordance with procedures established for asbestos removal. All costs incurred from decontaminating such non-work areas and the contents thereof shall be borne solely by the Contractor, at no additional cost to the Owner.
- C. Perform all asbestos removal work using wet removal procedures. Mix and apply surfactant in accordance with manufacturer's written instructions. Dry removal procedures are not permitted.
- D. Sufficiently wet asbestos materials with a low pressure, airless fine spray of amended water to ensure full penetration prior to ACM removal. Re-wet materials that do not display evidence of saturation.
- E. A sufficient number of Workers shall continuously apply amended water while ACM is being removed. Excess water shall be contained within the work area at all times and continuously containerized through the use of a HEPA equipped wet/dry vacuum or other adequate methods.
- F. Perform cutting, drilling, abrading, or any penetration or disturbance of ACM in a manner to minimize the dispersal of asbestos fibers into the air. Use equipment and methods specifically designed to limit generation of airborne asbestos particles. All power-operated tools used shall be provided with HEPA equipped filtered local exhaust ventilation.
- G. All removed material shall be placed into 6 mil plastic disposal bags or other suitable container upon detachment from the substrate or whenever there is enough accumulation to

fill a single bag or container. Maintain work area surfaces free of accumulation of asbestos debris.

- H. Power or pressure washers are not permitted for asbestos removal or clean-up procedures.
- I. All construction and demolition debris determined by the Consultant to be contaminated with asbestos shall be handled and disposed of as asbestos waste.
- J. The use of metal shovels, metal dust pans, etc. are not permitted inside the work area.

3.11 EQUIPMENT AND WASTE CONTAINER DECONTAMINATION AND REMOVAL PROCEDURES

- A. External surfaces of contaminated containers and equipment shall be cleaned by wet cleaning and/or HEPA vacuuming in the work area before moving such items into the waste decontamination enclosure system airlock by persons assigned to this duty. The work area personnel shall not enter the airlock.
- B. The containers and equipment shall be removed from the airlock by personnel stationed in the wash room during waste removal operations. The external surfaces of containers and equipment shall be cleaned a second time by wet cleaning.
- C. The cleaned containers of asbestos material and equipment shall be dried of any excessive pooled or beaded liquid, placed in uncontaminated plastic bags or sheeting, dependent upon the physical characteristics of the item, and sealed airtight.
- D. The clean re-containerized items shall be moved into the airlock that leads to the holding area. Workers in the wash room shall not enter this airlock or the work area until waste removal is finished for that period.
- E. Containers and equipment shall be moved from the airlock and into the holding area by personnel dressed in clean personal protective equipment, and who have entered from uncontaminated areas.
- F. The cleaned containers of asbestos material and equipment shall be placed in water tight carts with doors or tops that shall be closed and secured. These carts shall be held in the holding area pending removal. The carts shall be wet cleaned and/or HEPA vacuumed at least once each day.
- G. The exit from the decontamination enclosure system shall be secured to prevent unauthorized entry.
- H. Where the waste removal enclosure is part of the personal decontamination enclosure, waste removal shall not occur during shift changes or when otherwise occupied. Precautions shall be taken to prevent short circuiting and cycling of air outward through the shower and clean room.

3.12 WORK AREA DECONTAMINATION

- A. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, decontamination procedures shall be performed, as

specified in 12 NYCRR 56, Subpart 9.1, unless modified by a site-specific or applicable variance.

- B. The exit from the decontamination enclosure system shall be secured to prevent unauthorized entry.
- C. Where the waste removal enclosure is part of the personnel decontamination enclosure, waste removal shall not occur during shift changes or when otherwise occupied. Precautions shall be taken to prevent short circuiting and cycling of air outward through the shower and clean room.
- D. After isolation and critical barriers are removed, the Asbestos Abatement Project Monitor will inspect the work area for cleanliness. If necessary, additional cleaning shall be performed by the Contractor, as directed by the Asbestos Abatement Project Monitor.
- E. As a result of any unsatisfactory visual assessment by the Asbestos Abatement Contractor, or should final clearance air sampling results indicate high fiber levels, the Contractor shall clean or re-clean the affected areas at no additional expense to the Owner.

3.13 TENT ENCLOSURES (IF APPLICABLE)

- A. Tent enclosures may only be used in areas specifically permitted by the NYSDOL Industrial Code Rule 56 or a project site-specific variance issued by the NYSDOL.
- B. The Contractor shall restrict access to the immediate area where tent removal procedures are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- C. The Contractor shall not construct or utilize remote personal and waste decontamination enclosure systems. The personal and waste decontamination enclosure systems shall be connected to the work area.
- D. The work area shall be pre-cleaned. All objects and equipment that will remain in the restricted area during abatement shall be sealed with 2 layers of 6 mil polyethylene and tape.
- E. The tent shall be a single-use barrier constructed with a rigid frame and at least 2 layers of 6 mil polyethylene, unless 1 layer of 6 mil polyethylene is otherwise permitted by NYCRR 56 and/or a site-specific variance. All seams shall be sealed airtight using duct tape and/or spray adhesive.
- F. During removals, negative pressure filtration units shall be used to maintain negative air pressure inside the tent.
- G. OSHA compliance air monitoring is required per Article 3.03 of this specification section.
- H. ACM removal shall follow procedures defined in Article 3.10 of this specification section.
- I. Waste material shall be placed in properly labeled 6 mil plastic bags or other appropriate containers. The outside of the bags or containers shall be wet wiped and/or HEPA vacuumed before being passed into the waste decontamination enclosure system for

double-bagging. All transportation of waste bags and containers outside the work area shall be in watertight carts.

- J. Following completion of gross abatement and after all accumulations of asbestos waste materials have been containerized, the decontamination procedures below shall be followed.
1. All bagged asbestos waste and unnecessary equipment shall be decontaminated and removed from the work area.
 2. All surfaces in the work area shall be wet cleaned. A wet-purpose shop vacuum may be used to pick up excess liquid, and shall be decontaminated prior to removal from the work area.
 3. The Asbestos Project Monitor shall conduct a visual assessment of the work area for cleanliness and completion of abatement.
 4. The Contractor shall then apply a thin coat of encapsulant to all surfaces in the work area that were not the subject of removal. In no event shall encapsulant be applied to any surface that was the subject of removal prior to obtaining satisfactory air monitoring results.
 5. After the encapsulant has dried, aggressive final clearance air sampling shall then be conducted by the Asbestos Project Monitor.
 6. Upon receipt of satisfactory final clearance air sampling results, the tent shall be collapsed into itself, placed in suitable disposal bags, and transported to the waste decontamination enclosure. Isolation and critical barriers shall then be removed.

3.14 GLOVEBAG REMOVAL (IF APPLICABLE)

- A. In addition to conformance with applicable regulations and variances, glovebag removals are only permitted to be conducted within tent enclosures complying with these specifications. Removal and disposal shall also be conducted in conformance with all regulatory conditions.
- B. The Contractor shall restrict access to the immediate area where tent/glovebag removal procedures are taking place using barrier tape and/or construction barriers. Caution signs shall be posted.
- C. The work area shall be pre-cleaned. All objects and equipment that will remain in the restricted area during abatement shall be sealed with 2 layers of 6 mil polyethylene and tape.
- D. Glovebag removals shall utilize commercially available glovebags of at least 6 mil thickness. Use shall be in accordance with the manufacturer's instructions and the following minimum requirements.
1. The sides of the glovebag shall be cut to fit the size of pipe being removed. Tools shall be inserted into the attached tool pocket.

2. The glovebag shall be placed around the pipe and the open edges shall be folded and sealed with staples and duct tape. The glovebag shall also be sealed at the pipe to form a tight seal.
3. Openings shall be made in the glovebag for the wetting tube and HEPA vacuum hose. The opening shall be sealed to form a tight seal.
4. All glovebags shall be smoke tested by the Contractor and verified by the Asbestos Project Monitor before removal operations commence. Glovebags that do not pass the smoke test shall be resealed and then retested.
5. After first wetting the materials to be removed, removal may commence. ACM shall be continuously wetted. After removal of the ACM, the piping shall be scrubbed or brushed, so that no visible ACM remains. Open ends of pipe insulation shall be encapsulated.
6. After the piping is cleaned, the inside of the glovebag shall be washed down and the wetting tube removed. Using the HEPA vacuum, the glovebag shall be collapsed and then twisted and sealed with the tape with the ACM at the bottom of the bag.
7. A disposal bag shall be placed around the glovebag that is then detached from the pipe. The disposal bag is then sealed and transported to the decontamination enclosure.

3.15 RESTORATION OF FACILITIES

- A. The Contractor shall remove temporary utilities upon completion of abatement activities and notification of compliance with clearance criteria. All temporary power shall be disconnected, power lockouts removed, and power restored. All temporary plumbing shall be removed.

3.16 DISPOSAL OF ASBESTOS WASTE

- A. All asbestos waste shall be stored, transported, and disposed of in accordance with the following regulations as a minimum.
 1. NYSDEC 6 NYCRR Parts 360 and 364
 2. USEPA NESHAPS 40 CFR 61
 3. USEPA Asbestos Waste Management Guidance EPA/530-SW85
- B. The following conditions shall apply for transportation of waste and the selected disposal site.
 1. The Contractor's hauler and disposal site shall be pre-approved by the Owner or Owner's designated representative.
 2. The Contractor shall provide 24-hour notification prior to removing any waste from the site. Waste shall be removed from the site only during normal working hours, unless otherwise specified. No waste shall be taken from the site, unless the Contractor and

Asbestos Abatement Project Monitor authorizes the release of the waste, as described herein.

3. The Contractor shall have the hauler provide the estimated date and time of arrival at the disposal site.
 4. Upon arrival at the project site, the hauler shall possess and present to the Asbestos Abatement Project Monitor a valid NYSDEC Part 364 Asbestos Hauler's Permit. The Asbestos Abatement Project Monitor may verify the authenticity of the hauler's permit with the proper authority.
 5. The hauler, with the Contractor and the Asbestos Abatement Project Monitor, shall inspect all material in the transport container prior to taking possession and signing the asbestos waste manifests.
 6. Unless specifically approved by the Owner, the Contractor shall not permit any off-site transfers of the waste or allow the waste to be transported or combined with any other off-site asbestos material. The hauler shall travel directly to the disposal site, as identified on the notifications, with no unauthorized stops.
- C. The following conditions shall apply to waste storage containers.
1. All waste containers shall be fully enclosed and lockable (i.e., enclosed dumpster, trailer, etc.). No open containers will be permitted on-site (i.e., open dumpster with canvas cover, etc.), unless specifically permitted by an applicable or site-specific variance.
 2. The Consultant shall verify that the waste storage container and/or truck tags (license plates) match that listed on the NYSDEC Part 364 permit. Any container not listed on the permit shall be removed from the site immediately.
 3. The container shall be plasticized and sealed with a minimum of 2 layers of 6 mil polyethylene on the sides and floor. Once on site, the waste container shall be kept locked at all times, except during load out. The waste container shall not be used for storage of equipment or Contractor supplies.
 4. While on-site, the container shall be labeled with USEPA danger signage in accordance with Article 2.04.
 5. The NYSDEC Asbestos Hauler's Permit number shall be stenciled on both sides and the back of the container.
 6. The container shall not be loaded unless it is properly plasticized, has the appropriate danger signage affixed, and has the permit number appropriately stenciled on the container.
 7. Random checks may be initiated at the disposal site to ensure that procedures outlined herein are complied with.
- D. The following conditions shall apply to the Owner's and hauler's asbestos waste manifests.

1. An asbestos waste manifest shall be utilized in conjunction with the asbestos hauler's manifest.
2. The hauler's manifest shall be completed by the Contractor and verified by the Asbestos Abatement Project Monitor that all the information and amounts are accurate and the proper signatures are in place.
3. The manifests shall have the appropriate signatures of the Contractor and the hauler representatives prior to any waste being removed from the site.
4. Copies of the completed hauler's manifest shall be retained by the Consultant and the Contractor, and shall remain on site for inspection.
5. Upon arrival at the disposal site, the hauler's manifest shall be signed by the disposal facility operator to certify receipt of ACM covered by the manifest.
6. The disposal facility operator shall return the original hauler's manifest and the container seals to the Contractor.
7. The Contractor shall forward copies of the Owner's Hauler's Manifest to the Consultant within 14 calendar days of the waste container being removed from the site. Failure to do so may result in payment being withheld from the Contractor.
8. The Contractor shall utilize waste disposal logs. This log shall be maintained by the Project Supervisor and shall be kept on site at all times.
9. Originals of all waste disposal manifests, seals, and disposal logs shall be submitted by the Contractor to the Owner with the final close-out documentation.

3.17 PROJECT MONITORING AND AIR SAMPLING

- A. A Consultant will be retained, under separate contract, to serve as the Asbestos Abatement Project Monitor and Owner's representative in regard to the performance of the asbestos abatement activities.
- B. The Contractor shall cooperate with the Asbestos Abatement Project Monitor, and comply with direction provided by the Consultant during the course of the project.
- C. The Consultant will provide the following administrative services.
 1. Review and approve or disapprove submittals, as these pertain to proposed asbestos abatement procedures.
 2. Assure that all notifications to governmental agencies by the Contractor are submitted in a timely manner and are correct in content.
- D. The Consultant will staff the project with trained and/or certified personnel, designated as the Asbestos Abatement Project Monitor, to observe removal work and collect samples.

1. The Asbestos Abatement Project Monitor will be on-site at all times during which the Contractor is on-site. The Contractor shall not be permitted to conduct any work unless the Asbestos Abatement Project Monitor is on-site.
2. The Asbestos Abatement Project Monitor will observe the Contractor's work practices and procedures for compliance with regulations and project specifications. The Asbestos Abatement Project Monitor will have the authority to direct the actions of the Contractor verbally and in writing to ensure compliance with the project documents and regulations.
3. The Asbestos Abatement Project Monitor will have the authority to stop work when gross work practice deficiencies or unsafe practices are observed, or when ambient fiber concentrations outside the removal area exceed 0.01 fibers per cubic centimeter or background level, whichever is higher. Such stop work order shall be effective immediately and remain in effect until corrective measures have been taken and the situation has been corrected.
4. The Asbestos Abatement Project Monitor will provide the following services.
 - a. Observation of the Contractor's work practices and procedures, including temporary protection requirements, for compliance with all regulations and project specifications.
 - b. Provide abatement project air sampling as required by applicable regulations (NYSDOL) and the Owner. Sampling will include background, work area preparation, abatement, and clearance sampling.
 - c. Verify daily that all Workers used in the performance of the project are certified by the appropriate regulatory agencies.
 - d. Monitor the progress of the Contractor's work, and report any deviations from the schedule to the Owner.
 - e. Monitor, verify, and document all waste load-out operations.
 - f. Verify that the Contractor is performing personal air monitoring daily, and that results are being returned and posted at the site as required.
 - g. The Asbestos Abatement Project Monitor will maintain a log that documents all project-related decisions, actions, activities, and occurrences.
5. The following minimum assessments will be conducted by the Asbestos Abatement Project Monitor. Additional assessments will be conducted as required by project conditions. Progression from one phase of the work to the next by the Contractor is only permitted with the written approval of the Asbestos Project Monitor.
 - a. Pre-construction Assessment: The purpose of this assessment is to verify the existing conditions of the work area and to document these conditions.

- b. Pre-commencement Assessment: The purpose of this assessment is to verify the integrity of each containment system prior to disturbance of any ACM. This assessment shall take place only after the work area is fully prepared.
 - c. Abatement Assessments: The purpose of these assessments is to observe the work practices and procedures and observe the continued integrity of the containment system. Assessments within the removal areas will be conducted by the Asbestos Abatement Project Monitor during preparation, removal, and cleaning activities at least twice every work shift. Additional assessments will be conducted as warranted.
 - d. Visual Clearance Assessments: The purpose of this assessment is to verify the Contractor's certification that identified materials have been removed from the work area and the absence of all visible accumulations of debris in the work area. This assessment will be conducted after encapsulation and removal of all surface plastic in the area, except for critical barriers, but before final air clearance testing. This assessment will be conducted in general accordance with ASTM E 1368 "Standard Practice for Visual Inspection of Asbestos Abatement Projects."
 - e. Post-Clearance Assessment: The purpose of this assessment is to ensure the complete removal of the identified ACM, including debris, from the work area after obtaining satisfactory analytical results for final clearance samples and completing removal of all containment and barrier systems and equipment from the work area.
- E. The Asbestos Abatement Project Monitor will provide abatement project air sampling
- 1. Unless otherwise required by applicable regulations, the Asbestos Abatement Project Monitor will have samples analyzed by phase contrast microscopy (PCM). Results will be available within 48 hours after completion of sampling.
 - 2. For large and small projects, samples will be collected as required by applicable regulations (NYSDOL).
 - 3. If the air sampling during abatement reveals airborne fiber levels at or above 0.01 fibers/cc or the background level (whichever is greater) outside the work area, then the Asbestos Abatement Project Monitor will issue an immediate stop work order. The Contractor shall then inspect the barriers for leakage and HEPA vacuum and/or wet clean the surface outside the work area. The Contractor shall bear the burden of any and all costs incurred by this delay.
 - 4. Should any clearance sample(s) fail to meet clearance criteria, the Contractor will be directed to re-clean the work area, and new clearance air samples will be collected. The Contractor shall be responsible for any and all costs incurred due to clearance sample failures.
 - 5. The Asbestos Abatement Project Monitor shall submit copies of all final air clearance results to the NYSDOL at the completion of the project.

APPENDIX A

AERIAL OVERVIEW OF FISH HATCHERY FACILITY

Aerial Overview of Fish Hatchery Facility

May 2016



Google earth

© 2016 Google

200 ft



APPENDIX B

SAMPLING AND ANALYSIS REPORTS



ATLANTIC TESTING LABORATORIES

WBE certified company

Plattsburgh
130 Arizona Avenue
Suite 1540
Plattsburgh, NY 12903
518-563-5878 (T)
atlantictesting.com

January 13, 2016

Essex County Department of Public Works
8053 US Route 9
PO Box 217
Elizabethtown, New York 12932

Attn: Jim Dougan

Re: Limited Hazardous Materials Survey
Essex County Fish Hatchery
Crown Point, New York
ATL Report No. PL5598CE-01-01-16

Ladies/Gentlemen:

Enclosed is a copy of the Hazardous Materials Survey report prepared for the referenced site. This project was completed in accordance with the scope of work outlined in our contract (ATL No. PL5998-82-11-15, Client Contract No. DPW-16-0021), dated November 17, 2015, and authorized by Daniel Palmer on December 14, 2015.

Please contact our office should you have any questions, or if we may be of further assistance.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited

Arthur T. Cross II, CET
Operations Manager

ATC/JDG/cf

Enclosures

LIMITED HAZARDOUS MATERIALS SURVEY

**ESSEX COUNTY FISH HATCHERY
CROWN POINT, NEW YORK**



WBE certified company

PREPARED BY:

**ATLANTIC TESTING LABORATORIES, LIMITED
130 Arizona Avenue, Suite 1540
Plattsburgh, New York 12903**

PREPARED FOR:

**Essex County Department of Public Works
8053 US Route 9
PO Box 217
Elizabethtown, New York 12932**

ATL REPORT NO. PL5598CE-01-01-16

January 13, 2016

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1.0 INTRODUCTION

1.1 Purpose

Atlantic Testing Laboratories, Limited (ATL) was retained by Essex County Department of Public Works, to perform a limited hazardous materials survey of the Essex County Fish Hatchery Facility. The limited survey was performed on December 23, 2015. The purpose of the limited hazardous materials survey was to identify asbestos-containing materials (ACM), lead-based paint (LBP), and polychlorinated biphenyls (PCB)-containing materials that are present on exposed surfaces within the subject areas, and may have a significant impact on planned renovation activities. The limited hazardous materials survey procedures and report format that follow are in general compliance with applicable local, state, and federal rules and regulations.

1.2 Project Team and Certifications

Members of the ATL project team included Christian Fout, Project Manager; Thomas Farley, Environmental Scientist; Peter Kolson, Environmental Scientist, and Tiernan Smith, Project Manager. Certifications of ATL's field survey team members and a copy of applicable company licenses maintained by ATL are included in Appendix A.

2.0 SCOPE OF WORK

2.1 Project Description

The project site is located on Fish Hatchery Road, Crown Point, Essex County, New York.

The intent of the limited hazardous materials survey was to identify suspect ACM, LBP, and PCB-containing materials that are located within designated areas of the fish hatchery and may be impacted during a proposed renovation project.

The limited hazardous materials survey was conducted for the subject areas, as directed by Jim Dougan, representing Essex County Department of Public Works. The subject areas were occupied and operational at the time of the sampling event.

2.2 Inaccessible Areas

The extent of inaccessible areas is dependent upon the building type, construction materials, history of renovations and repairs, and project scope. Concealed materials may exist in areas that are not readily exposed to view. Although this limited hazardous materials survey was performed to identify ACM, LBP, and PCB-containing caulk within the subject areas, potential ACM, LBP, and/or PCB-containing caulk may have escaped detection that could be encountered during future building demolition and/or renovation activities. Wall, ceiling, floor, roofing, and/or other component systems may contain concealed suspect ACM, LBP, and/or PCB-containing caulk. If any suspect ACM, LBP, and/or PCB-containing caulk are encountered during demolition and/or renovation activities, the activities disturbing the suspect ACM, LBP, and/or PCB-containing caulk must stop and the material must be sampled and laboratory analyzed in accordance with applicable regulations.

2.3 Document Review

No historical asbestos or hazardous materials survey reports or sampling and analysis data were available for review at the time of the limited hazardous materials survey.

2.4 Limitations

This report has been prepared in accordance with the scope of work outlined in ATL's contract (ATL No. PL5998-82-11-15), dated November 17, 2015, and should not be used as abatement specifications or design documents. The findings, conclusions, and recommendations presented in this report are based on the field observations made by representatives of ATL and the information provided by representatives of Essex County Department of Public Works.

Quantities and locations of sampled materials are approximate, and should be verified by the abatement contractor(s) prior to providing actual cost quotations and/or initiating abatement activities. Variations in reported quantities and locations for sampled materials, in addition to the discovery of suspect materials not identified in this report, is possible due to the presence of inaccessible areas, as described in Section 2.2 of this report.

The findings and opinions are relevant to the dates of our site work and should not be relied on to represent conditions at substantially later dates.

3.0 ASBESTOS

3.1 Methodology

A visual examination of the subject areas was conducted by an Asbestos Building Inspector to identify suspect ACM. Functional spaces were identified to assist while locating suspect ACM. A functional space is defined as a spatially distinct area within a building that contains identifiable populations of building occupants. A functional space may include a room, a group of rooms, or other defined area, and several functional spaces may comprise a single homogeneous sampling area. A homogeneous sampling area is defined as an area that is uniform by color, texture, construction/application, and general appearance. Each identified functional space was visually examined to determine the locations of suspect ACM. These materials were then delineated into homogeneous sampling areas.

Samples of each accessible homogeneous area were collected and placed in clean, labeled containers. The appropriate custody documentation was completed and the suspect ACM samples were submitted to AmeriSci New York (AmeriSci), located in New York, New York. The samples were laboratory analyzed by polarized light microscopy (PLM) and transmission electron microscopy (TEM) methodologies, as applicable. AmeriSci is a New York State Department of Health (NYSDOH) certified laboratory for PLM and TEM analysis under Environmental Laboratory Approval Program (ELAP) No. 11480. AmeriSci is also accredited by the National Institute of Standards and Technology (NIST), under the National Voluntary Laboratory Accreditation Program (NVLAP).

3.2 Regulatory Compliance

In New York State, there are multiple regulatory agencies that have jurisdiction over ACM in buildings. Asbestos survey requirements are primarily regulated or specified by the New York State Department of Labor (NYSDOL), the New York State Department of Health (NYSDOH),

the Occupational Safety and Health Administration (OSHA), and the United States Environmental Protection Agency (EPA).

The NYSDOL established Part 56 of The Official Compilation of Codes, Rules, and Regulations (cited as 12 NYCRR, Part 56) to address the proper identification, handling, removal, and disposal of ACM in buildings. Asbestos survey requirements are specified in Subpart 56-5.1 "Asbestos Survey Requirements for Building/Structure Demolition, Renovation, Remodeling and Repair." The NYSDOL also works in conjunction with the NYSDOH to establish and maintain asbestos safety training program requirements, and enforce personnel certifications and licensing protocol for asbestos contractors.

The OSHA defines requirements for asbestos surveys and identification of ACM and presumed asbestos-containing materials (PACM) in 29 CFR 1926.1101 (k) "Communication of Hazards." Under this regulation, OSHA makes reference to conducting inspections according to 1926.1101 (k)(5)(ii)(B) and 1926.1101 (k)(5)(iii) or pursuant to the requirements of the Asbestos Hazard Emergency Response Act (AHERA) 40 CFR Part 763, Subpart E "Asbestos-Containing Materials in Schools." The AHERA is regulated by the EPA, and applies to primary and secondary schools only; however, the procedures mandated under AHERA are generally considered the industry standards for surveys, as these are typically the most stringent.

3.3 Summary of Findings

A total of 76 homogeneous areas of suspect ACM were identified during the visual examination, from which 161 bulk samples were collected and subsequently submitted to a NYSDOH approved laboratory for analysis. Approximate sample locations are depicted on the Sample Location Plans, contained in Appendix B. A copy of laboratory reports and sample custody documentation are contained in Appendix C. Table I below provides a summary of the identified suspect ACM and associated analytical results.

Table I
Summary of Suspect ACM and Analytical Results

Material	General Location¹	Friable	% Asbestos²	Condition	Sample Numbers	Estimated Quantity^{3, 4}
Residence Building						
White Sink Coating	Room No. A	Yes	NAD	Fair	PL5598AI01A PL5598AI01B	NA
White Linoleum Flooring	Room Nos. A and C	No	NAD	Poor	PL5598AI02A PL5598AI02B	NA
Green Floor Tiles	Room No. A	No	NAD	Fair	PL5598AI03A PL5598AI03B	NA
Brown Vapor Barrier	Room No. A	No	NAD	Poor	PL5598AI04A PL5598AI04B	NA
Black Mastic Associated with Green Floor Tile	Room No. A	No	NAD	Poor	PL5598AI05A PL5598AI05B	NA
White Gypsum Board	Throughout Building	Yes	NAD	Poor	PL5598AI06A PL5598AI06B	NA
White Joint Compound	Throughout Building	Yes	NAD	Poor	PL5598AI07A PL5598AI07B	NA

Material	General Location¹	Friable	% Asbestos²	Condition	Sample Numbers	Estimated Quantity^{3, 4}
Tan Seam Tape	Throughout Building	Yes	NAD	Poor	PL5598AI08A PL5598AI08B	NA
White 4-Inch Cove Base	Room Nos. A and C	No	NAD	Poor	PL5598AI09A PL5598AI09B	NA
Brown Adhesive Associated with white 4-Inch Cove Base	Room Nos. A and C	No	NAD	Poor	PL5598AI10A PL5598AI10B	NA
Silver/Brown Insulation Jacket	Room No. A	Yes	NAD	Poor	PL5598AI11A PL5598AI11B	NA
Black Vapor Barrier	Room Nos. B, D, E, F, G, H, 1 st Floor Corridor, Corridor Closet, Entry, and 2 nd Corridor	No	NAD	Poor	PL5598AI12A PL5598AI12B	NA
Gray Grout Associated with Fire Brick	Room No. E	No	NAD	Fair	PL5598AI13A PL5598AI13B	NA
Gray Grout Associated with 6- by 6-Inch Ceramic Floor Tiles	Room No. E	No	NAD	Fair	PL5598AI14A PL5598AI14B	NA
White Grout Associated with Teal and Black 4- by 4-Inch Ceramic Wall Tile	Room No. F	No	NAD	Fair	PL5598AI15A PL5598AI15B	NA
Gray Mortar Associated with Teal and Black 4- by 4-Inch Ceramic Wall Tile	Room No. F	No	NAD	Fair	PL5598AI16A PL5598AI16B	NA
White Caulk	Room No. F (Tub)	No	NAD	Fair	PL5598AI17A PL5598AI17B	NA
Brown/Black Insulation Backing	Attic and 1 st Floor Ceilings	Yes	NAD	Fair	PL5598AI18A PL5598AI18B	NA
Clear Caulk	Room No. F (Shower)	No	NAD	Fair	PL5598AI19A PL5598AI19B	NA
Brown Vapor Barrier	Room No. F	No	NAD	Fair	PL5598AI20A PL5598AI20B	NA
Black Mastic	Room No. F (Doorway Threshold)	No	1.6	Fair	PL5598AI21A PL5598AI21B	4 Square Feet

Material	General Location¹	Friable	% Asbestos²	Condition	Sample Numbers	Estimated Quantity^{3, 4}
Gray Mortar Associated with White Hexagon Patterned Ceramic Floor Tile	Room No. F	No	NAD	Fair	PL5598AI22A PL5598AI22B	NA
Gray Pipe Thermal System Insulation (TSI)⁵	Room Nos. I and J	Yes	50.0	Poor	PL5598AI23A PL5598AI23B PL5598AI23C	120 Linear Feet
Gray TSI Pipe Fittings⁵	Room Nos. I and J	Yes	30.8	Poor	PL5598AI24A PL5598AI24B PL5598AI24C	20 Linear Feet
Silver/Brown TSI Pipe Jacket	Room No. I	Yes	NAD	Poor	PL5598AI25A PL5598AI25B PL5598AI25C	NA
White Gasket	Room No. I (Furnace)	Yes	NAD	Fair	PL5598AI26A PL5598AI26B PL5598AI26C	NA
White Gasket	Room No. I (Hot Water Heater)	Yes	NAD	Fair	PL5598AI27A PL5598AI27B PL5598AI27C	NA
Black Fiber Board	Room No. I	Yes	NAD	Poor	PL5598AI29A PL5598AI29B	NA
Gray Window Glazing	Room No. I (Interior)	No	Trace	Poor	PL5598AI30A PL5598AI30B	NA
Off-white Glazing	Exterior Windows	No	Trace	Poor	PL5598AI31A PL5598AI31B	NA
Black Water Proofing Tar	Exterior Building Foundation	No	3.5	Fair	PL5598AI32A PL5598AI32B	700 Square Feet
Black Vapor Barrier	Building Exterior Walls	No	NAD	Fair	PL5598AI33A PL5598AI33B	NA
Gray Putty	Exterior Electrical Penetrations	No	5.2	Fair	PL5598AI34A PL5598AI34B	1 Square Foot
Black Tar	Roof Valleys	No	NAD	Poor	PL5598AI35A PL5598AI35B	NA
Black with Gray Asphalt Shingles	Roof (Top Layer)	No	NAD	Poor	PL5598AI36A PL5598AI36B	NA
Black with Green Asphalt Shingles	Roof (Middle Layer)	No	NAD	Poor	PL5598AI37A PL5598AI37B	NA
Black Vapor Barrier	Roof (Bottom Layer)	No	NAD	Fair	PL5598AI38A PL5598AI38B	NA
Off-White Glazing	Exterior Storm Windows	No	1.9	Poor	PL5598AI39A PL5598AI39B	4 Square Feet

Material	General Location ¹	Friable	% Asbestos ²	Condition	Sample Numbers	Estimated Quantity ^{3, 4}
Garage Building						
White Glazing	Exterior Windows	No	1.5	Poor	PL5598AI40A PL5598AI40B	10 Square Feet
Brown Homosote Board	Room Nos. B through G; 2 nd Floor Ceiling	Yes	NAD	Fair	PL5598AI41A PL5598AI41B	NA
White Gasket	Room No. A (Furnace)	Yes	66.7	Fair	PL5598AI42A PL5598AI42B PL5598AI42C	1 Square Foot
Black Insulation Backing	Room No. G	Yes	NAD	Fair	PL5598AI43A PL5598AI43B	NA
Black Vapor Barrier	Roof	No	NAD	Poor	PL5598AI44A PL5598AI44B	NA
Black/Brown Vapor Barrier	Building Exterior	No	NAD	Fair	PL5598AI45A PL5598AI45B	NA
Black Rolled Roofing	South East Overhang Roof	No	NAD	Poor	PL5598AI46A PL5598AI46B	NA
Black with Green Asphalt Shingles	South East Overhang Roof	No	NAD	Poor	PL5598AI47A PL5598AI47B	NA
Pole Barn Building						
White Glazing	Windows (Stored)	No	1.5	Fair	PL5598AI48A PL5598AI48B	3 Square Feet
Black with White and Brown Specs Asphalt Shingles	Stored in Building	No	NAD	Fair	PL5598AI49A PL5598AI49B	NA
Black Vapor Barrier	Stored in Building	No	NAD	Fair	PL5598AI50A PL5598AI50B	NA
New Building						
Brown/Black Insulation Backing	Room No. B (Above Ceiling)	Yes	NAD	Fair	PL5598AI51A PL5598AI51B	NA
Off-White/Yellow Gasket	Room No. B (Boiler)	Yes	NAD	Fair	PL5598AI52A PL5598AI52B PL5598AI52C	NA
White Fissured 2-by 4-foot Ceiling Tiles	Room No. A	Yes	NAD	Fair	PL5598AI53A PL5598AI53B	NA
White Gypsum Board	Room No. A	Yes	NAD	Fair	PL5598AI54A PL5598AI54B	NA
White Vapor Barrier	Building Exterior	No	NAD	Fair	PL5598AI55A PL5598AI55B	NA
Old Building						
Red/Brown Gasket	Room No. A (Furnace)	Yes	NAD	Fair	PL5598AI56A PL5598AI56B PL5598AI56C	NA
White Putty	Room No. A (Furnace Exhaust Flue)	No	NAD	Fair	PL5598AI57A PL5598AI57B	NA

Material	General Location ¹	Friable	% Asbestos ²	Condition	Sample Numbers	Estimated Quantity ^{3, 4}
Residence Building						
Brown 4-Inch Cove Base	Room No. A	No	NAD	Fair	PL5598AI58A PL5598AI58B	NA
Brown Adhesive Associated with Brown 4-inch Cove Base	Room No. A	No	NAD	Fair	PL5598AI59A PL5598AI59B	NA
Old Building						
White Cementitious Board	Room No. B	No	20.0	Fair	PL5598AI60A PL5598AI60B	5 Square Feet
Black Vapor Barrier	Room No. B (Stored)	No	NAD	Fair	PL5598AI61A PL5598AI61B	NA
White Glazing	Exterior Windows	No	1.5	Poor	PL5598AI62A PL5598AI62B	12 Square Feet
White/Gray Putty	Exterior Electrical Penetrations	No	Trace	Fair	PL5598AI63A PL5598AI63B	NA
Bath Room/Feed Room Building						
White Glazing	Exterior Windows	No	NAD	Poor	PL5598AI64A PL5598AI64B	NA
Gray Cementitious Board	Room No. E	No	NAD	Poor	PL5598AI65A PL5598AI65B	NA
Brown Cork Board	Room No. E	No	NAD	Poor	PL5598AI66A PL5598AI66B	NA
Black Door Gasket	Room No. E	No	NAD	Poor	PL5598AI67A PL5598AI67B PL5598AI67C	NA
Brown Cork Insulation	Room No. A (On Stored Wooded Pipe)	No	NAD	Poor	PL5598AI68A PL5598AI68B	NA
Brown with White Streaks 9-by 9-Inch Floor Tiles	Room Nos. B and C	No	7.4	Poor	PL5598AI69A PL5598AI69B	120 Square Feet
Brown Mastic Associated with Brown with White Streaks 9-by 9-Inch Floor Tiles	Room Nos. B and C	No	NAD	Fair	PL5598AI70A PL5598AI70B	NA
White Joint Compound	Room Nos. B and D	Yes	NAD	Fair	PL5598AI71A PL5598AI71B	NA
White Gypsum Board	Room Nos. B and D	Yes	NAD	Fair	PL5598AI72A PL5598AI72B	NA
Tool Shed Building						
White Glazing	Exterior Windows	No	NAD	Poor	PL5598AI73A PL5598AI73B	NA

Material	General Location ¹	Friable	% Asbestos ²	Condition	Sample Numbers	Estimated Quantity ^{3, 4}
Black Asphalt Shingles	Roof	No	NAD	Poor	PL5598AI74A PL5598AI74B	NA
Black Vapor Barrier	Roof	No	NAD	Fair	PL5598AI75A PL5598AI75B	NA
Brown Homosote Board	Room No. A	Yes	NAD	Fair	PL5598AI76A PL5598AI76B	NA
Black Vapor Barrier	Room No. A (Above Ceiling)	No	NAD	Fair	PL5598AI77A PL5598AI77B	NA
Bath Room/Feed Room Building						
Brown Vermiculite Blown In Insulation⁵	Room No. E (Walls and Ceiling)	Yes	Assumed	Poor	PL5598AI77A PL5598AI77B	250 Square Feet
<p>Notes:</p> <p>¹ Sample Location Plans are enclosed in Appendix B. Areas of the structure were alphabetically labeled at the time of the survey event.</p> <p>² NAD = No Asbestos Detected</p> <p>³ Quantities and locations are approximate and must be verified by asbestos abatement contractors prior to providing actual cost quotations and/or initiating abatement activities.</p> <p>⁴ NA = Not Applicable</p> <p>⁵ The material is determined to be an incidental disturbance and an incidental disturbance assessment must be performed prior to any abatement activities.</p>						

The EPA, NYSDOL, and other regulatory agencies define ACM as any material containing greater than 1% of asbestos. Materials listed in bold font in Table I above were determined or assumed to be ACM.

Materials containing trace asbestos (i.e., less than 1%) are not considered ACM; however, the OSHA recognizes materials that contain trace amounts of asbestos, and requires these materials be handled in accordance with their standard interpretation letter titled "Requirements for demolition operations involving material containing <1% asbestos", dated August 13, 1999. As shown in Table I above, 3 materials were determined to contain trace amounts of asbestos.

4.0 LEAD-BASED PAINT

4.1 Methodology

A visual examination of the subject building was conducted by a Lead Inspector to identify visible and accessible painted surfaces. The painted surfaces were categorized into homogeneous areas from which tests could be conducted. Each homogeneous area was tested using a ThermoFisher Scientific Niton XLp 303A XRF Analyzer. This equipment provides instantaneous measurements for lead concentration in mg/cm², and displays readings that are positive or negative indications for LBP. Calibration checks for the XRF equipment were performed in accordance with the manufacturer's recommendations.

4.2 Regulatory Compliance

Although New York State has established Title X, Part 67 of The Official Compilation of Codes, Rules, and Regulations (cited as NYCRR Title X, Part 67) for "Lead Poisoning Prevention and

Control,” LBP inspections and risk assessments are generally subject to the requirements of federal regulations. The United States Department of Housing and Urban Development (HUD), EPA, and OSHA are the primary federal regulatory agencies responsible for the establishment and enforcement of such regulations. On a state level, the NYSDOH does require laboratories to be certified to perform lead analysis under the ELAP.

The HUD “Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing” include details pertaining to sampling and analysis of suspect LBP, in addition to the identification and control of LBP hazards. The HUD guidelines pertain to federally owned or assisted housing; however, these are commonly referenced and made mandatory by other regulatory agencies. The EPA requirements for LBP activities, specified in 40 CFR Part 745, apply to targeted housing and child-occupied facilities, and are similar to HUD guideline requirements.

The OSHA Construction Standard for Lead (29 CFR 1926.62) applies to employees of an employer who may or will be exposed to occupational levels of lead. OSHA requires employees to maintain, at a minimum, awareness, respiratory protection, and hazard communication training.

4.3 Summary of Findings

HUD identifies LBP as “any paint, varnish, stain, or other applied coating that has 1 mg/cm² (or 5,000 mg/kg or 0.5% by weight) or more of lead” (HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing).

The OSHA lead-in-construction standard (29 CFR 1926.62) requires an exposure assessment where any detectable levels of lead, or materials containing lead, are present

A total of 85 locations were tested using the XRF spectrometer. Approximate sample locations are depicted on the Sample Location Plan, contained in Appendix B. A summary of the XRF calibration checks are provided in Table D-IV of Appendix D. The XRF results provided in Table D-I of Appendix D, represent painted surfaces that were determined to be LBP, per HUD criteria. Table D-II of Appendix D identifies painted surfaces that contain detectable concentrations of lead, but are not considered LBP, as compared to HUD criteria. Painted surfaces that did not contain lead at a concentration above the method detection limits are summarized in Table D-III of Appendix D.

5.0 POLYCHLORINATED BIPHENYLS

5.1 Methodology

A visual examination of the subject areas was conducted by an Environmental Scientist to identify suspect PCB-containing caulk/sealant. The identified materials were classified into homogeneous sampling areas. A homogeneous sampling area is defined as an area that is uniform by color, texture, construction/application, and general appearance.

Samples of each accessible homogeneous area were collected and placed in clean, labeled containers. The appropriate custody documentation was completed and the suspect PCB-containing caulk samples were submitted to Pace Analytical Services, Inc., located in Schenectady, New York. The samples were laboratory analyzed for PCB, in accordance with EPA Method 8082. Pace Analytical Services, Inc. is a NYSDOH certified laboratory for PCB analysis under ELAP No. 10478.

5.2 Regulatory Compliance

PCB are primarily regulated by the EPA. The EPA has issued several documents and enforces federal mandated laws and regulations governing the usage, management, and disposal of PCB-containing materials. State and local regulatory agencies have also enacted laws and regulations concerning PCB materials, many of which are consistent with the regulations set forth by the EPA. In accordance with the regulations and guidelines presented in 40 CFR Parts 750 and 761 "Disposal of Polychlorinated Biphenyls; Final Rule," PCB wastes are generally regulated for disposal under the Toxic Substances Control Act (TSCA) if the concentrations are 50 ppm or greater. Per New York State Department of Environmental Conservation (NYSDEC) regulations, material containing greater than 50 ppm is regulated hazardous waste.

5.3 Summary of Findings

A total of 2 homogeneous suspect PCB-containing caulk materials were identified during the visual examination, from which 2 bulk samples were collected, composited, and subsequently submitted to a NYSDOH approved laboratory for analysis. Approximate sample locations are depicted on the Sample Location Plans, contained in Appendix B. A copy of laboratory reports and associated sample custody documentation are contained in Appendix C. Table III below provides a summary of the identified suspect PCB-containing caulk and associated analytical results.

Table III
Summary of Suspect PCB-Containing Caulk and Analytical Results

Material Description/ Color	General Location ¹	Sample Number	Total PCB² (ppm)
White Caulk	Residence Building, Room No. F (Tub)	PL5598PI01	ND
Clear Caulk	Residence Building, Room No. F (Shower)	PL5598PI02	ND
Notes: ¹ Sample Location Plans are contained in Appendix B. ² ND = Not detected above the laboratory method detection limit.			

PCB-containing caulk is regulated under the TSCA as an "unauthorized use," and is considered a regulated hazardous material at concentrations equal to or greater than 50 ppm. None of the samples collected contained greater than 50 ppm total PCB.

6.0 CONCLUSIONS AND RECOMMENDATIONS

The following conclusions and recommendations are prepared from ATL's understanding that the subject buildings may be subject to renovation projects. Should the management of the building areas change, it is recommended that the findings be revisited to reflect appropriate operations and management practices for ACM, LBP, and PCB-containing caulk.

6.1 General

1. Concealed regulated ACM, LBP, or PCB may exist at the site that could be encountered during future building renovation activities. Wall, ceiling, floor, roofing, and/or other component systems may contain concealed suspect ACM, LBP, and/or PCB. If any suspect

ACM, LBP, and/or PCB is encountered during demolition and/or renovation activities, the activities disturbing the suspect ACM, LBP, or PCB must stop and the material must be sampled and laboratory analyzed in accordance with applicable regulations.

6.2 Asbestos-Containing Materials

1. The materials listed in bold in Table I of Section 3.3 were determined to be ACM. The referenced table also shows materials that contain trace concentrations of asbestos and are regulated under OSHA.
2. Subpart 56-5(h) of 12 NYCRR Part 56 requires that no demolition, renovation, remodeling, or repair work be commenced by any owner or the owner's agent prior to the completion of asbestos abatement. Asbestos abatement must be performed by an asbestos abatement contractor that maintains a current asbestos handling license, and employs NYSDOL certified asbestos handlers and supervisors. It is recommended that a 12 NYCRR 56 certified Project Monitor oversee abatement activities.
3. Subpart 56-5(g) of 12 NYCRR Part 56 specifies requirements for transmittal of asbestos survey information by the owner or owner's agent. One copy of the asbestos survey report shall be sent to the local government entity charged with issuing a permit for such demolition, renovation, remodeling, or repair work under applicable State or local laws. If controlled demolition or pre-demolition activities will be performed, one copy of the asbestos survey report shall be submitted to the appropriate Asbestos Control Bureau district office. One copy of the asbestos survey report must be kept on the construction site throughout the duration of the asbestos project and any associated demolition, renovation, remodeling, or repair project.

6.3 Lead-Based Paint

1. The materials listed in Table D-I of Appendix D were determined to be LBP per HUD criteria. Table D-II of Appendix D lists materials that are not considered LBP per HUD criteria, but contain detectable concentrations of lead and are regulated under OSHA.
2. Identified LBP or paint with a detectable concentration of lead should be managed in accordance with applicable EPA and OSHA requirements prior to or during demolition, renovation, remodeling, or repair work.
3. Demolition/renovation contractors are required to conduct exposure monitoring or use historical objective data to ensure that employee exposures do not exceed the action level of $30 \mu\text{g}/\text{m}^3$.

6.4 PCB-Containing Materials

1. None of the caulk materials sampled contained PCB concentrations exceeding 50 ppm, and are therefore not considered hazardous materials/hazardous waste.

APPENDIX A
LICENSES AND CERTIFICATIONS

Asbestos Certificate Code Classifications

The following letter codes shown on the enclosed asbestos certificates represent the corresponding asbestos classifications:

- | | |
|------------------------------------|--------------------------------------|
| A - Asbestos Handler | F - Operations & Maintenance |
| B - Allied Trades | G - Asbestos Supervisor |
| C - Air Sampling Technician | H - Asbestos Project Monitor |
| D - Building Inspector | I - Asbestos Project Designer |
| E - Management Planner | |

New York State – Department of Labor

Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

Atlantic Testing Laboratories, Limited

P.O. Box 29

Canton, NY 13617

FILE NUMBER: 99-0911

LICENSE NUMBER: 29276

LICENSE CLASS: RESTRICTED

DATE OF ISSUE: 09/03/2015

EXPIRATION DATE: 10/31/2016

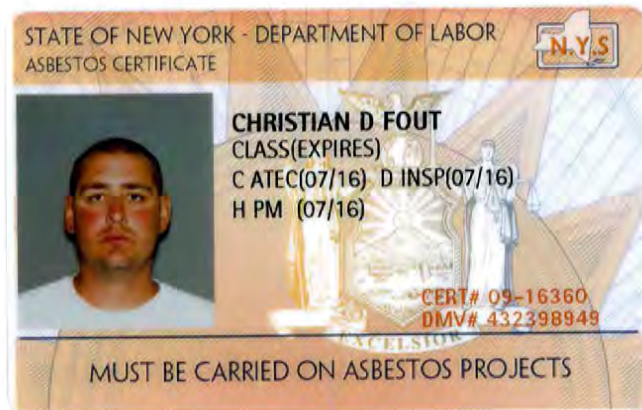
Duly Authorized Representative – Marijean B Remington:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.



Eileen M. Franko, Director
For the Commissioner of Labor



New York State Department of Health Certificate of Asbestos Safety Training

This form is the official record of successful completion of a New York State accredited asbestos safety training course.

Certificate No. **734663**

I - To be completed by Trainee

Name of Trainee (print) <u>Christian Fout</u>	NYS Depart. of Motor Vehicles ID (DMV ID) ¹ <u>432 398 949</u>		
Signature of Trainee <u>Christian Fout</u>	Telephone Number <u>(518) 578-5677</u>	Date of Birth ¹ <u>07/10/84</u>	
Address <u>24 Wildwood Estates</u> <u>Plattsburgh</u> <u>NY</u> <u>12901</u> (Street or PO Box) (City) (State) (Zip Code)			

II - To be completed by Training Sponsor

Provider's Name <u>Cornerstone Training Inst.</u>	Telephone Number <u>585-319-3625</u>
Address <u>515 State Street</u>	Course Location: <u>Massena, NY</u>
Zip Code <u>14608</u>	

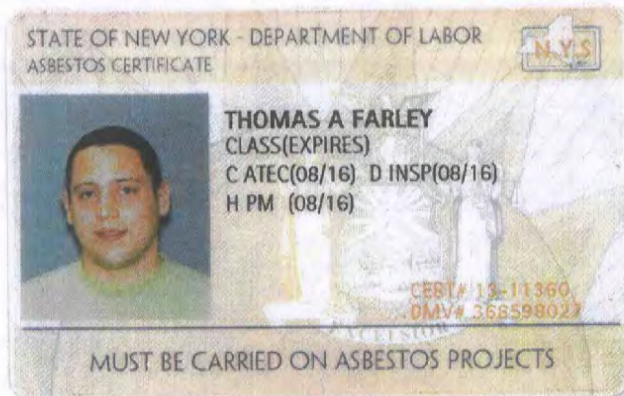
Course Title: Building Inspector ☐ Initial ☒ Refresher ☐ NYS DOH use only
DOH Equivalency²

Training Language: ☒ English ☐ Other: _____ Exam Grade/Date: 96% 7/21/15

Dates of Training: From: 7/21/15 To: 7/21/15 Expires: 7/21/16

I certify that the asbestos safety training course given on the above date complied with both 10 NYCRR Part 73 and TSCA Title II, was consistent with the curriculum and instructors approved by the New York State Department of Health, and the trainee receiving this certificate completed the training course and successfully passed the examination.

Training Director²: Darren Yeal (Print) [Signature] (Signature)



New York State Department of Health Certificate of Asbestos Safety Training
This form is the official record of successful completion of a New York State accredited asbestos safety training course. Certificate No. **722347**

I - To be completed by Trainee

Name of Trainee (print) <u>Tom Farley</u>	NYS Depart. of Motor Vehicles ID (DMV ID) ¹ <u>368 598 027</u>	
Signature of Trainee <u>Tom Farley</u>	Telephone Number <u>315-261-3100</u>	Date of Birth ¹ <u>08/31/1988</u>
Address <u>2 1/2 Barclay St</u> <u>Potsdam</u> <u>NY</u> <u>13676</u> (Street or PO Box) (City) (State) (Zip Code)		

II - To be completed by Training Sponsor

Provider's Name <u>ECMC</u>	Telephone Number <u>315 687-9435</u>
Address <u>115 Genesee St</u>	Course Location: <u>Chittenango</u>
Zip Code <u>Chittenango NY 13037</u>	

Course Title: Project Monitor ☐ Initial ☒ Refresher ☐ NYS DOH use only DOH Equivalency²

Training Language: ☒ English ☐ Other: Exam Grade/Date: 92% 3/12/15

Dates of Training: From: 3/12/15 To: 3/12/15 Expires: 3/16/16

I certify that the asbestos safety training course given on the above date complied with both 10 NYCRR Part 73 and TSCA Title II, was consistent with the curriculum and instructors approved by the New York State Department of Health, and the trainee receiving this certificate completed the training course and successfully passed the examination.

Training Director²: MICHAEL WELLS (Print) [Signature] (Signature)

STUDENT

New York State Department of Health Certificate of Asbestos Safety Training

This form is the official record of successful completion of a New York State accredited asbestos safety training course.

Certificate No. **714238**

I - To be completed by Trainee

Name of Trainee (print)

Tom Farley

NYS Depart. of Motor Vehicles ID (DMV ID)¹

368 598 027

Signature of Trainee

Tom Farley

Telephone Number

315-261-3100

Date of Birth¹

08/21/1988

Address

2 1/2 Barclay St Potsdam NY 13676

(Street or PO Box)

(City)

(State)

(Zip Code)

II - To be completed by Training Sponsor

Provider's Name

ECMC

Telephone Number

315 682-9435

Address

115 Genesee St

Course

Location:

Chatterango

Zip Code

Chatterango NY 13027

Course Title:

Asbestos Inspector

☐ Initial

☒ Refresher

^{NYS DOH use only}

☐ DOH Equivalency²

Training Language:

☐ English

☐ Other:

Exam Grade/Date:

88% 1/29/15

Dates of Training: From:

1/28/15

To:

1/29/15

Expires:

1/28/16

I certify that the asbestos safety training course given on the above date complied with both 10 NYCRR Part 73 and TSCA Title II, was consistent with the curriculum and instructors approved by the New York State Department of Health, and the trainee receiving this certificate completed the training course and successfully passed the examination.

Training Director²:

Charles Kirch

(Print)

Charles Kirch

(Signature)

United States Environmental Protection Agency

This is to certify that



Thomas Farley

Inspector

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

In the Jurisdiction of:

New York

This certification is valid from the date of issuance and expires

August 18, 2017

NY-I-129222-1

Certification #

August 04, 2014

Issued On



John Gorman, Chief

Pesticides & Toxic Substances Branch



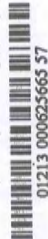
STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



PETER T KOLSON
CLASS(EXPIRES)
C ATEC(11/16) D INSP(11/16)
H PM (11/16)

CERT# 1218015
DMV# 105677352

MUST BE CARRIED ON ASBESTOS PROJECTS



01213 000625663 57

EYES HAZ
HAIR BRO
HGT 6' 02"

IF FOUND RETURN TO:
NYSOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

New York State Department of Health Certificate of Asbestos Safety Training

This form is the official record of successful completion of a New York State accredited asbestos safety training course.

Certificate No. **738501**

I - To be completed by Trainee

Name of Trainee (print) Peter Kolson	NYS Dept. of Motor Vehicles ID (DMV ID) ¹ 105 677 352	
Signature of Trainee <i>Peter Kolson</i>	Telephone Number (315) 854 1135	Date of Birth ¹ 11-10-81
Address 49 N. main st, Apt 3 (Street or PO Box)	(City) New Roch	(State) NY
	(Zip Code) 13668	

II - To be completed by Training Sponsor

Provider's Name Corning Fibers Training Institute	Telephone Number 585 319 3625
Address 515 State St	Course SA
Zip Code Rochester NY 14608	Location Rochester NY 14608

Course Title: **Inspector** ☒ Initial ☐ Refresher ☐ NYS DOH use only ☐ DOH Equivalency²

Training Language: ☒ English ☐ Other: _____ Exam Grade/Date: **86% 10/24/15**

Dates of Training: From: **10/19/15** To: **10/24/15** Expires: **10/21/16**

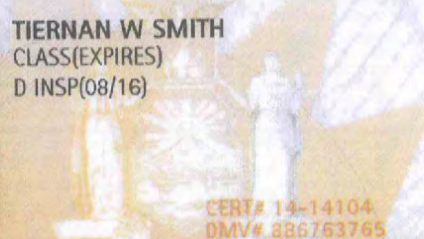
I certify that the asbestos safety training course given on the above date complied with both 10 NYCRR Part 73 and TSCA Title II, was consistent with the curriculum and instructors approved by the New York State Department of Health, and the trainee receiving this certificate completed the training course and successfully passed the examination.

Training Director²: **Daniel Hest** (Print) *[Signature]* (Signature) **STUDENT**

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



TIERNAN W SMITH
CLASS(EXPIRES)
D INSP(08/16)



CERTA 14-14104
DMV# 886763765

MUST BE CARRIED ON ASBESTOS PROJECTS

New York State Department of Health Certificate of Asbestos Safety Training

This form is the official record of successful completion of a New York State accredited asbestos safety training course.

Certificate No. **737554****I - To be completed by Trainee**

Name of Trainee (print)

NYS Depart. of Motor Vehicles ID (DMV ID)¹*T. Ernan W. Smith**886 763 765*

Signature of Trainee

Telephone Number

Date of Birth¹*315-323-3744**08-15-1981*

Address

400 Cedar Street

(Street or PO Box)

(City) *Ogdenburg*(State) *NY*(Zip Code) *13669***II - To be completed by Training Sponsor**

Provider's Name

Telephone Number

*Cornerstone Training Inst.**585 319 3625*

Address

515 State St

Course

515 State St

Zip Code

Rochester NY 14608

Location:

*Rochester NY 14608*Course Title: *Inspector*☐ Initial☒ Refresher☐ NYS DOH use only☐ DOH Equivalency²Training Language: ☒ English ☐ Other: _____Exam Grade/Date: *98% 10/2/15*Dates of Training: From: *10/2/15* To: *10/2/15* Expires: *10/2/16*

I certify that the asbestos safety training course given on the above date complied with both 10 NYCRR Part 73 and TSCA Title II, was consistent with the curriculum and instructors approved by the New York State Department of Health, and the trainee receiving this certificate completed the training course and successfully passed the examination.

Training Director²: *Darren Yeh*

(Print)

(Signature)

STUDENT

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2016
Issued April 01, 2015

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. PAUL J. MUCHA
AMERICA SCIENCE TEAM NEW YORK INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

is hereby APPROVED as an Environmental Laboratory in conformance with the
National Environmental Laboratory Accreditation Conference Standards (2003) for the category
ENVIRONMENTAL ANALYSES POTABLE WATER
All approved analytes are listed below:

Miscellaneous

Asbestos

EPA 100.1

EPA 100.2

Serial No.: 52772

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.



NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2016
Issued April 01, 2015

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. PAUL J. MUCHA
AMERICA SCIENCE TEAM NEW YORK INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual

Serial No.: 52773

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2016
Issued April 01, 2015

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. PAUL J. MUCHA
AMERICA SCIENCE TEAM NEW YORK INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES AIR AND EMISSIONS
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos

40 CFR 763 APX A No. III

YAMATE, AGARWAL GIBB

NIOSH 7402

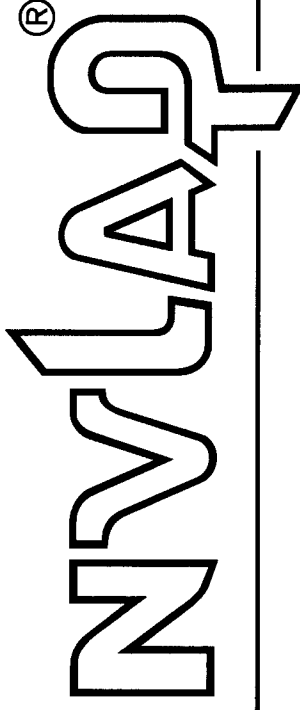
Fibers

NIOSH 7400 A RULES

Serial No.: 52774

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 200546-0

AmeriSci New York
New York, NY

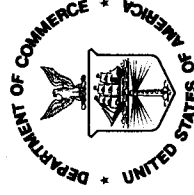
is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).

2015-06-29 through 2016-06-30

Effective Dates



A handwritten signature in black ink, appearing to read "Jean R. Murphy".

For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

AmeriSci New York
DBA: AmeriSci New York
117 E. 30th Street
New York, NY 10016
Mr. Paul Mucha
Phone: 212-679-8600 Fax: 212-679-2711
Email: pmucha@amerisci.com
<http://www.amerisci.com>

ASBESTOS FIBER ANALYSIS

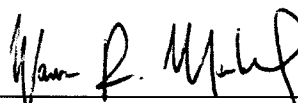
NVLAP LAB CODE 200546-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA 600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



For the National Voluntary Laboratory Accreditation Program

**NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER**



Expires 12:01 AM April 01 2016
Issued April 01 2015
Revised July 16, 2015

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 802 Public Health Law of New York State

MR. ROY SMITH
PACE ANALYTICAL SERVICES, INC.
2190 TECHNOLOGY DRIVE
SCHENECTADY, NY 12308

NY Lab Id No- 11078

*is hereby APPROVED as an Environmental Laboratory in conformance with the
National Environmental Laboratory Accreditation Conference Standards (2003) for the category
ENVIRONMENTAL ANALYSES NON POTABLE WATER
All approved analytes are listed below:*

Metals II		Polychlorinated Biphenyls	
Mercury Total	EPA 245.1 Rev. 3 EPA 7470A	PCB 109 PCB 11 PCB 110 PCB 111	EPA 8082A EPA 8082A EPA 8082A EPA 8082A
Miscellaneous		PCB 11 PCB 113 PCB 114 PCB 115 PCB 116 PCB 117 PCB 118 PCB 119 PCB 120 PCB 121 PCB 122 PCB 123 PCB 124 PCB 125 PCB 126 CB 127 CB 128 PCB 129 PCB 13 PCB 130 PCB 131	EPA 8082A EPA 8082A EPA 8082A EPA 8082A EPA 8082A EPA 8082A EPA 8082A EPA 8082A EPA 8082A EPA 8082A EPA 8082A EPA 8082A EPA 8082A EPA 8082A EPA 8082A EPA 8082A EPA 8082A EPA 8082A EPA 8082A EPA 8082A
Organic Carbon, Total	SM 5310B-00, 11		
Turbidity	EPA 180.1 Rev. 2.0		
Nutrient			
Ammonia (as N)	EPA 350.1 Rev. 2.0		
Kjeldahl Nitrogen (Total)	EPA 351.2 Rev. 2.0		
Nitrate (as N)	EPA 353.2 Rev. 2.0		
Nitrite (as N)	EPA 353.2 Rev. 2.0		
Orthophosphate (as P)	SM 4500-P E-99,-11		
Phosphorus, Total	SM 4500-P E-99,-11		
Polychlorinated Biphenyls			
PCB 1	EPA 8082A		
PCB 10	EPA 8082A		
PCB 100	EPA 8082A		
PCB 101	EPA 8082A		
PCB 102	EPA 8082A		
PCB 103	EPA 8082A		
PCB 104	EPA 8082A		
PCB 105	EPA 8082A		
PCB 106	EPA 8082A		
PCB 107	EPA 8082A		
PCB 108	EPA 8082A		

Serial No. 53198

Property of the New York State Department of Health. Certificates are valid only if the address shown must be conspicuous, posted and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.



NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12 01 AM April 01 2016
Issued April 01, 2015
Revised July 16, 2015

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to Section 502 Public Health Law of New York State

MR. ROY SMITH
PAGE ANALYTICAL SERVICES, INC.
2190 TECHNOLOGY DRIVE
SCHENECTADY, NY 12308

NY Lab Id No: 11078

is hereby **APPROVED** as an Environmental Laboratory in conformance with the
National Environmental Laboratory Accreditation Conference Standards (2009) for the category
ENVIRONMENTAL ANALYSES NON POTABLE WATER
All approved analytes are listed below:

Polychlorinated Biphenyls

PCB 132	EPA 8082A
PCB 133	EPA 8082A
PCB 134	EPA 8082A
PCB 135	EPA 8082A
PCB 136	EPA 8082A
PCB 137	EPA 8082A
PCB 138	EPA 8082A
PCB 139	EPA 8082A
PCB 14	EPA 8082A
PCB 140	EPA 8082A
PCB 141	EPA 8082A
PCB 142	EPA 8082A
PCB 143	EPA 8082A
PCB 144	EPA 8082A
PCB 145	EPA 8082A
PCB 146	EPA 8082A
PCB 147	EPA 8082A
PCB 148	EPA 8082A
PCB 149	EPA 8082A
PCB 15	EPA 8082A
PCB 150	EPA 8082A
PCB 151	EPA 8082A
PCB 152	EPA 8082A
PCB 153	EPA 8082A
PCB 154	EPA 8082A
PCB 155	EPA 8082A

Polychlorinated Biphenyls

PCB 156	EPA 8082A
PCB 157	EPA 8082A
PCB 158	EPA 8082A
PCB 159	EPA 8082A
PCB 16	EPA 8082A
PCB 160	EPA 8082A
PCB 161	EPA 8082A
PCB 162	EPA 8082A
PCB 163	EPA 8082A
PCB 164	EPA 8082A
PCB 165	EPA 8082A
PCB 166	EPA 8082A
PCB 167	EPA 8082A
PCB 168	EPA 8082A
PCB 169	EPA 8082A
PCB 17	EPA 8082A
PCB 170	EPA 8082A
PCB 171	EPA 8082A
PCB 172	EPA 8082A
PCB 173	EPA 8082A
PCB 174	EPA 8082A
PCB 175	EPA 8082A
PCB 176	EPA 8082A
PCB 177	EPA 8082A
PCB 178	EPA 8082A
PCB 179	EPA 8082A

Serial No.: 53198

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NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01 2016
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Revised July 16, 2015

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. ROY SMITH
PAGE ANALYTICAL SERVICES, INC
2190 TECHNOLOGY DRIVE
SCHENECTADY, NY 12308

NY Lab Id No. 11078

*is hereby APPROVED as an Environmental Laboratory in conformance with the
National Environmental Laboratory Accreditation Conference Standards (2003) for the category
ENVIRONMENTAL ANALYSES NON POTABLE WATER
All approved analytes are listed below:*

Polychlorinated Biphenyls

PCB 18	EPA 8082A
PCB 180	EPA 8082A
PCB 181	EPA 8082A
PCB 182	EPA 8082A
PCB 183	EPA 8082A
PCB 184	EPA 8082A
PCB 185	EPA 8082A
PCB 186	EPA 8082A
PCB 187	EPA 8082A
PCB 188	EPA 8082A
PCB 189	EPA 8082A
PCB 19	EPA 8082A
PCB 190	EPA 8082A
PCB 191	EPA 8082A
PCB 192	EPA 8082A
PCB 193	EPA 8082A
PCB 194	EPA 8082A
PCB 195	EPA 8082A
PCB 196	EPA 8082A
PCB 197	EPA 8082A
PCB 198	EPA 8082A
PCB 199	EPA 8082A
PCB 2	EPA 8082A
PCB 20	EPA 8082A
PCB 200	EPA 8082A
PCB 201	EPA 8082A

Polychlorinated Biphenyls

PCB 02	EPA 8082A
PCB 203	EPA 8082A
PCB 204	EPA 8082A
PCB 205	EPA 8082A
PCB 206	EPA 8082A
PCB 207	EPA 8082A
PCB 208	EPA 8082A
PCB 209	EPA 8082A
PCB 21	EPA 8082A
PCB 22	EPA 8082A
PCB 23	EPA 8082A
P B 24	EPA 8082A
PCB 25	EPA 8082A
PCB 26	EPA 8082A
PCB 27	EPA 8082A
PCB 28	EPA 8082A
P B 29	EPA 8082A
PCB 3	EPA 8082A
PCB 30	EPA 8082A
PCB 31	EPA 8082A
P B 32	EPA 8082A
PCB 33	EPA 8082A
PCB 34	EPA 8082A
PCB 35	EPA 8082A
PCB 36	EPA 8082A
PCB 37	EPA 8082A

Serial No.: 53198

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CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

**MR. ROY SMITH
PAGE ANALYTICAL SERVICES, INC.
2190 TECHNOLOGY DRIVE
SCHENECTADY, NY 12308**

NY Lab Id No: 11078

Polychlorinated Biphenyls

PCB 38
PCB 39
PCB 4
PCB 40
PCB 41
PCB 42
PCB 43
PCB 44
PCB 45
PCB 46
PCB 47
PCB 48
PCB 49
PCB 5
PCB 50
PCB 51
PCB 52
PCB 53
PCB 54
PCB 55
PCB 56
PCB 57
PCB 58
PCB 59
PCB 6
PCB 60

[illegible]

Polychlorinated Biphenyls

PCB 61
PCB 62
PCB 63
PCB 64
PCB 65
PCB 66
PCB 67
PCB 68
PCB 69
PCB 7
PCB 70
PCB 71
PCB 72
PCB 73
PCB 74
PCB 75
PCB 76
PCB 77
PCB 78
PCB 79
PCB 8
PCB 80
PCB 81
PCB 82
PCB 83
PCB 84

[illegible]

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**NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER**



Expires 12 01 AM April 01 2016
Issued April 01, 2015
Revised July 16, 2015

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

**MR. ROY SMITH
PAGE ANALYTICAL SERVICES INC.
2190 TECHNOLOGY DRIVE
SCHENECTADY, NY 12308**

NY Lab Id No: 11078

*is hereby APPROVED as an Environmental Laboratory in conformance with the
National Environmental Laboratory Accreditation Conference Standards (2003) for the category
ENVIRONMENTAL ANALYSES NON POTABLE WATER
All approved analytes are listed below:*

Polychlorinated Biphenyls

PCB 85
PCB 86
PCB 87
PCB 88
PCB 89
PCB 9
PCB 90
PCB 91
PCB 92
PCB 93
PCB 94
PCB 95
PCB 96
PCB 97
PCB 98
PCB 99
PCB Congeners, Total
PCB-1018

EPA 8082A
EPA 8082A
EPA 8082A
EPA 8082A
EPA 8082A
EPA 8082A
EPA 8082A
EPA 8082A
EPA 8082A
EPA 8082A
EPA 8082A
EPA 8082A
EPA 8082A
EPA 8082A
EPA 8082A
EPA 8082A
EPA 8082A
SOP NE273
EPA 8082A
EPA 608
SOP NE273
EPA 8082A
EPA 608
SOP NE273
EPA 8082A
EPA 608

Polychlorinated Biphenyls

PCB 1242

PCB-1248

PCB-1 60

PCB-1 62
PCB-1 68

Residue

Settleable Solid
Solids Total
Solids, Total Dissolved
Solids, Total Suspended

Volatiles Organics

Ethylene thiourea

Sample Preparation Methods

SOP NE273
EPA 8082A
EPA 608
SOP NE273
EPA 8082A
EPA 608
SOP NE273
EPA 8082A
EPA 608
SOP NE273
EPA 8082A
EPA 608
SOP NE273
EPA 8082A
EPA 608
SM 2540 F-97,-11
SM 2540 B-97,-11
M 2540 C-97,-11
SM 2540 D-97,-11

EPA 509 (1995)

EPA 3510C
EPA 3520C

Serial No.: 53198

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NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



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Issued April 01, 2015
Revised July 16, 2015

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to Section 802 Public Health Law of New York State

MR. ROY SMITH
PACE ANALYTICAL SERVICES, INC.
2190 TECHNOLOGY DRIVE
SCHENECTADY, NY 12308

NY Lab Id No: 11078

is hereby **APPROVED** as an **Environmental Laboratory** in conformance with the
National Environmental Laboratory Accreditation Conference Standards (2003) for the category
ENVIRONMENTAL ANALYSES NON POTABLE WATER
All approved analytes are listed below:

Sample Preparation Methods

EPA 3535A

NEW YORK
state department of
HEALTH

Serial No.: 53198

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**NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER**



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Issued April 01, 2015
Revised April 20, 2015

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

**MR. ROY SMITH
PACE ANALYTICAL SERVICES, INC.
2190 TECHNOLOGY DRIVE
SCHENECTADY, NY 12308**

NY Lab Id No: 11078

*is hereby APPROVED as an Environmental Laboratory in conformance with the
National Environmental Laboratory Accreditation Conference Standards (2003) for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved analytes are listed below*

Chlorinated Hydrocarbon Pesticides

4,4'-DDD	EPA 8081B
4,4'-DDE	EPA 8081B
4,4' ODT	EPA 8081B
Aldrin	EPA 8081B
alpha BHC	EPA 8081B
alpha-Chlordane	EPA 8081B
beta-BHC	EPA 8081B
Chlordane Total	EPA 8081B
delta BHC	EPA 8081B
Dieldrin	EPA 8081B
Endosulfan I	EPA 8081B
Endosulfan II	EPA 8081B
Endosulfan sulfate	EPA 8081B
Endrin	EPA 8081B
Endrin aldehyde	EPA 8081B
Endrin Ketone	EPA 8081B
gamma-Chlordane	EPA 8081B
Heptachlor	EPA 8081B
Heptachlor epoxide	EPA 8081B
Lindane	EPA 8081B
Methoxychlor	EPA 8081B
Mirox	EPA 8081B
Toxaphene	EPA 8081B

Metals II

Mercury, Total	EPA 7471B
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Miscellaneous

Organic Carbon, Total Lloyd Kahn Method

Polychlorinated Biphenyls

PCB 1	EPA 8082A
PCB 10	EPA 8082A
PCB 100	EPA 8082A
PCB 101	EPA 8082A
PCB 102	EPA 8082A
PCB 103	EPA 8082A
PCB 104	EPA 8082A
PCB 105	EPA 8082A
PCB 106	EPA 8082A
PCB 107	EPA 8082A
PCB 108	EPA 8082A
PCB 109	EPA 8082A
PCB 11	EPA 8082A
PCB 110	EPA 8082A
PCB 111	EPA 8082A
PCB 112	EPA 8082A
PCB 113	EPA 8082A
PCB 114	EPA 8082A
PCB 115	EPA 8082A
PCB 116	EPA 8082A
PCB 117	EPA 8082A
PCB 118	EPA 8082A
PCB 119	EPA 8082A

Serial No.: 52839

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NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



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Revised April 20 2015

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

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MR. ROY SMITH
PACE ANALYTICAL SERVICES, INC.
2190 TECHNOLOGY DRIVE
SCHENECTADY, NY 12308

NY Lab Id No 11078

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National Environmental Laboratory Accreditation Conference Standards (2003) for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved analytes are listed below:*

Polychlorinated Biphenyls

PCB 12	EPA 8082A
PCB 120	EPA 8082A
PCB 121	EPA 8082A
PCB 122	EPA 8082A
PCB 123	EPA 8082A
PCB 124	EPA 8082A
PCB 125	EPA 8082A
PCB 126	EPA 8082A
PCB 127	EPA 8082A
PCB 128	EPA 8082A
PCB 129	EPA 8082A
PCB 13	EPA 8082A
PCB 130	EPA 8082A
PCB 131	EPA 8082A
PCB 132	EPA 8082A
PCB 133	EPA 8082A
PCB 134	EPA 8082A
PCB 135	EPA 8082A
PCB 136	EPA 8082A
PCB 137	EPA 8082A
PCB 138	EPA 8082A
PCB 139	EPA 8082A
PCB 14	EPA 8082A
PCB 140	EPA 8082A
PCB 141	EPA 8082A
PCB 142	EPA 8082A

Polychlorinated Biphenyls

PCB 143	EPA 8082A
PCB 144	EPA 8082A
PCB 145	EPA 8082A
PCB 146	EPA 8082A
PCB 147	EPA 8082A
PCB 148	EPA 8082A
PCB 149	EPA 8082A
PCB 15	EPA 8082A
PCB 150	EPA 8082A
PCB 151	EPA 8082A
PCB 152	EPA 8082A
PCB 153	EPA 8082A
PCB 154	EPA 8082A
PCB 155	EPA 8082A
PCB 156	EPA 8082A
PCB 157	EPA 8082A
PCB 158	EPA 8082A
PCB 159	EPA 8082A
PCB 16	EPA 8082A
PCB 160	EPA 8082A
PCB 161	EPA 8082A
PCB 162	EPA 8082A
PCB 163	EPA 8082A
PCB 164	EPA 8082A
PCB 165	EPA 8082A
PCB 166	EPA 8082A

Serial No.: 52839

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NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



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Issued April 01, 2015
Revised April 20, 2015

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

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MR. ROY SMITH
PACE ANALYTICAL SERVICES, INC.
2190 TECHNOLOGY DRIVE
SCHENECTADY, NY 12308

NY Lab Id No: 11078

*is hereby APPROVED as an Environmental Laboratory in conformance with the
National Environmental Laboratory Accreditation Conference Standards (2009) for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved analytes are listed below:*

Polychlorinated Biphenyls

PCB 167	EPA 8082A
PCB 168	EPA 8082A
PCB 169	EPA 8082A
PCB 17	EPA 8082A
PCB 170	EPA 8082A
PCB 171	EPA 8082A
PCB 172	EPA 8082A
PCB 173	EPA 8082A
PCB 174	EPA 8082A
PCB 175	EPA 8082A
PCB 176	EPA 8082A
PCB 177	EPA 8082A
PCB 178	EPA 8082A
PCB 179	EPA 8082A
PCB 18	EPA 8082A
PCB 180	EPA 8082A
PCB 181	EPA 8082A
PCB 182	EPA 8082A
PCB 183	EPA 8082A
PCB 184	EPA 8082A
PCB 185	EPA 8082A
PCB 186	EPA 8082A
PCB 187	EPA 8082A
PCB 188	EPA 8082A
PCB 189	EPA 8082A
PCB 19	EPA 8082A

Polychlorinated Biphenyls

PCB 190	EPA 8082A
PCB 191	EPA 8082A
PCB 192	EPA 8082A
PCB 193	EPA 8082A
PCB 194	EPA 8082A
PCB 195	EPA 8082A
PCB 196	EPA 8082A
PCB 197	EPA 8082A
PCB 198	EPA 8082A
PCB 199	EPA 8082A
PCB 2	EPA 8082A
PCB 20	EPA 8082A
PCB 200	EPA 8082A
PCB 201	EPA 8082A
PCB 202	EPA 8082A
PCB 203	EPA 8082A
PCB 204	EPA 8082A
PCB 205	EPA 8082A
PCB 06	EPA 8082A
PCB 207	EPA 8082A
PCB 208	EPA 8082A
PCB 209	EPA 8082A
PCB 21	EPA 8082A
PCB 22	EPA 8082A
PCB 23	EPA 8082A
PCB 24	EPA 8082A

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NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



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CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. ROY SMITH
PACE ANALYTICAL SERVICES, INC
2190 TECHNOLOGY DRIVE
SCHENECTADY, NY 12308

NY Lab Id No 11078

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National Environmental Laboratory Accreditation Conference Standards (2003) for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved analytes are listed below:*

Polychlorinated Biphenyls

PCB 25	EPA 8082A
PCB 26	EPA 8082A
PCB 27	EPA 8082A
PCB 28	EPA 8082A
PCB 29	EPA 8082A
PCB 3	EPA 8082A
PCB 30	EPA 8082A
PCB 31	EPA 8082A
PCB 32	EPA 8082A
PCB 33	EPA 8082A
PCB 34	EPA 8082A
PCB 35	EPA 8082A
PCB 36	EPA 8082A
PCB 37	EPA 8082A
PCB 38	EPA 8082A
PCB 39	EPA 8082A
PCB 4	EPA 8082A
PCB 40	EPA 8082A
PCB 41	EPA 8082A
PCB 42	EPA 8082A
PCB 43	EPA 8082A
PCB 44	EPA 8082A
PCB 45	EPA 8082A
PCB 46	EPA 8082A
PCB 47	EPA 8082A
PCB 48	EPA 8082A

Polychlorinated Biphenyls

PCB 49	EPA 8082A
PCB 5	EPA 8082A
PCB 50	EPA 8082A
PCB 51	EPA 8082A
PCB 52	EPA 8082A
PCB 53	EPA 8082A
PCB 54	EPA 8082A
PCB 55	EPA 8082A
PCB 56	EPA 8082A
PCB 57	EPA 8082A
PCB 58	EPA 8082A
PCB 59	EPA 8082A
PCB 6	EPA 8082A
PCB 60	EPA 8082A
PCB 61	EPA 8082A
PCB 62	EPA 8082A
PCB 63	EPA 8082A
PCB 64	EPA 8082A
PCB 65	EPA 8082A
PCB 66	EPA 8082A
PCB 67	EPA 8082A
PCB 68	EPA 8082A
PCB 69	EPA 8082A
PCB 7	EPA 8082A
PCB 70	EPA 8082A
PCB 71	EPA 8082A

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WADSWORTH CENTER



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MR. ROY SMITH
PACE ANALYTICAL SERVICES, INC.
2190 TECHNOLOGY DRIVE
SCHENECTADY, NY 12308

NY Lab Id No- 11078

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National Environmental Laboratory Accreditation Conference Standards (2003) for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved analytes are listed below:*

Polychlorinated Biphenyls

PCB 72	EPA 8082A
PCB 73	EPA 8082A
PCB 74	EPA 8082A
PCB 75	EPA 8082A
PCB 76	EPA 8082A
PCB 77	EPA 8082A
PCB 78	EPA 8082A
PCB 79	EPA 8082A
PCB 8	EPA 8082A
PCB 80	EPA 8082A
PCB 81	EPA 8082A
PCB 82	EPA 8082A
PCB 83	EPA 8082A
PCB 84	EPA 8082A
PCB 85	EPA 8082A
PCB 86	EPA 8082A
PCB 87	EPA 8082A
PCB 88	EPA 8082A
PCB 89	EPA 8082A
PCB 9	EPA 8082A
PCB 90	EPA 8082A
PCB 91	EPA 8082A
PCB 92	EPA 8082A
PCB 93	EPA 8082A
PCB 94	EPA 8082A
PCB 95	EPA 8082A

Polychlorinated Biphenyls

PCB 96	EPA 8082A
PCB 97	EPA 8082A
PCB 98	EPA 8082A
PCB 99	EPA 8082A
PCB Congeners, Total	EPA 8082A
PCB-1016	EPA 8082A
PCB-1221	EPA 8082A
PCB-1232	EPA 8082A
PCB-1242	EPA 8082A
PCB-1248	EPA 8082A
PCB-1254	EPA 8082A
PCB-1260	EPA 8082A
PCB-1262	EPA 8082A
PCB-1268	EPA 8082A
PCBs in Oil	EPA 8082A

Sample Preparation Methods

EPA 3580A
EPA 3540C
EPA 3548
EPA 3545A

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NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



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Revised July 16, 2015

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. ROY SMITH
PACE ANALYTICAL SERVICES, INC.
2190 TECHNOLOGY DRIVE
SCHENECTADY, NY 12308

NY Lab Id No: 11078

*is hereby APPROVED as an Environmental Laboratory in conformance with the
National Environmental Laboratory Accreditation Conference Standards (2003) for the category
ENVIRONMENTAL ANALYSES AIR AND EMISSIONS
All approved analytes are listed below:*

Chlorinated Hydrocarbon Pesticides

4,4'-DDD	EPA TO-4A
4,4'-DDE	EPA TO-4A
4,4'-DDT	EPA TO-4A

Polychlorinated Biphenyls

PCB-1018	EPA TO-10A
	EPA TO-4A
PCB-1221	EPA TO-10A
	EPA TO-4A
PCB-1232	EPA TO-10A
	EPA TO-4A
PCB-1242	EPA TO-10A
	EPA TO-4A
PCB-1248	EPA TO-10A
	EPA TO-4A
PCB-1254	EPA TO-10A
	EPA TO-4A
PCB-1260	EPA TO-10A
	EPA TO-4A
PCB-1262	EPA TO-10A
	EPA TO-4A
PCB-1268	EPA TO-10A
	EPA TO-4A
PCBs and Aroclors	EPA TO-10A
	EPA TO-4A

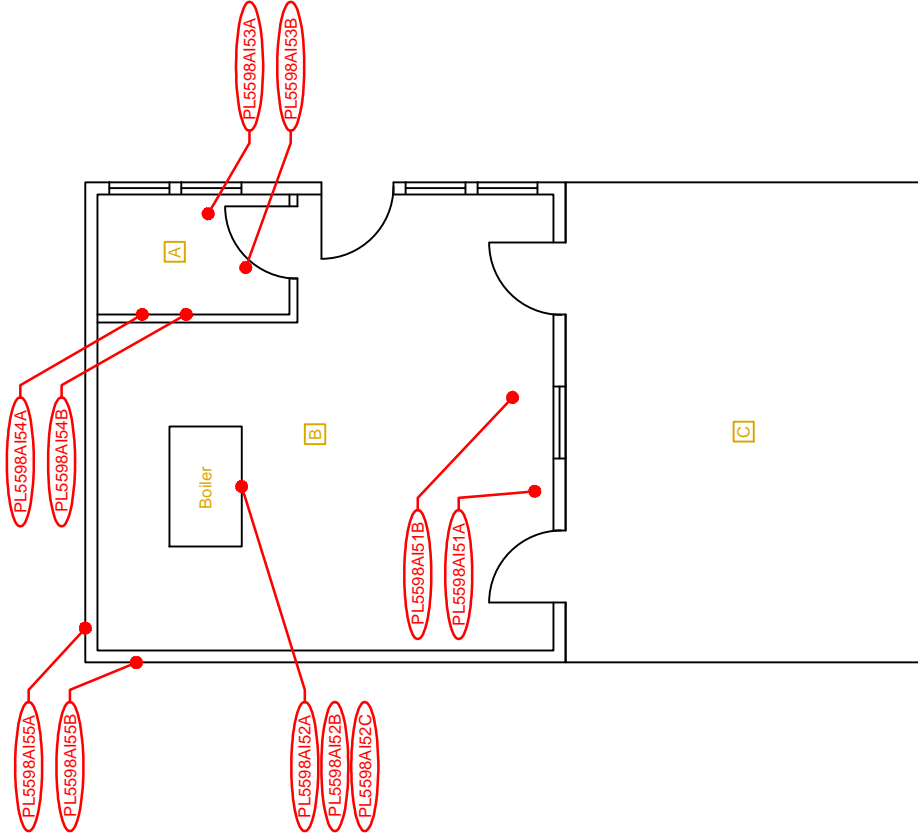
NEW YORK
state department of
HEALTH

Serial No.: 53199

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.



APPENDIX B
SAMPLE LOCATION PLANS

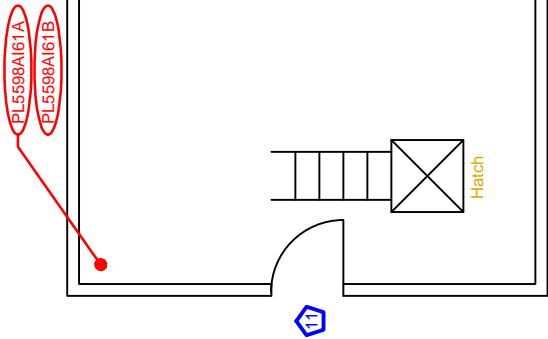
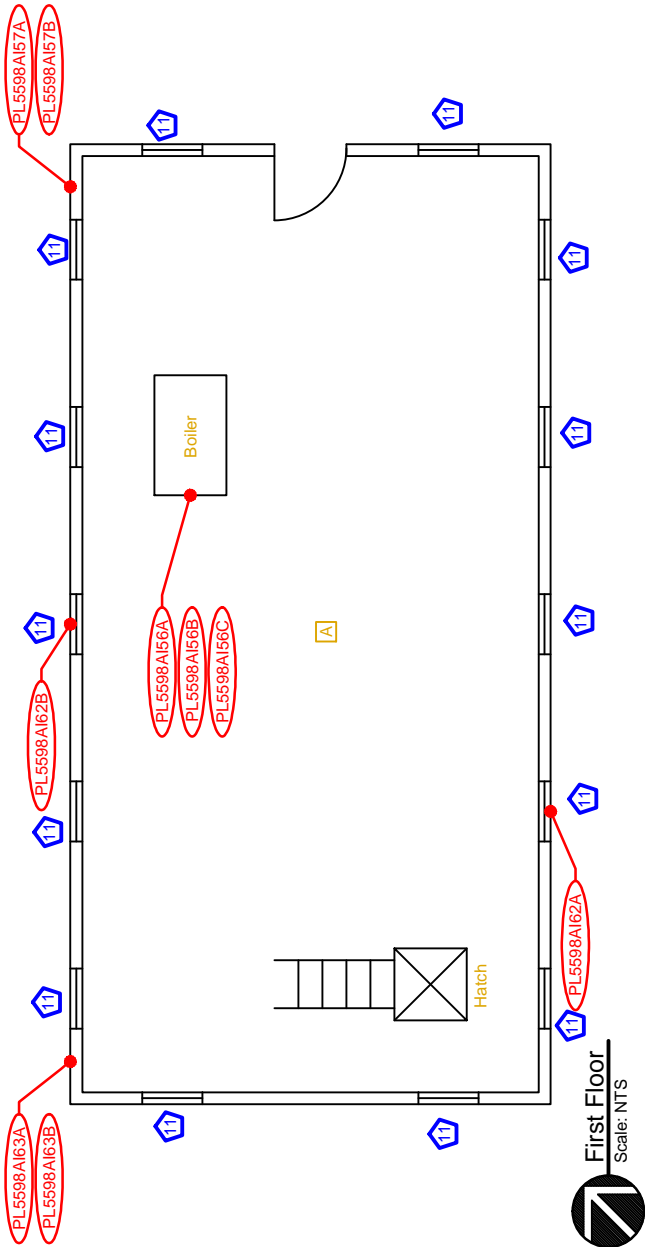


LEGEND :

PL5598AI01A Suspect Asbestos Sample ID and Approximate Location

A Room Label for Identification Purposes Only

SAMPLE LOCATION PLAN	Drawn By: JDF	Drawing: 1 of 14	Scale: Not to Scale	Project No.: PL5598	Date : January 2016
Essex County Fish Hatchery New Building Crown Point, New York	<div>ATLANTIC TESTING LABORATORIES, Limited Albany, NY Binghamton, NY Canton, NY Elmira, NY Poughkeepsie, NY Plattsburgh, NY Rochester, NY Syracuse, NY Utica, NY Watertown, NY www.AtlanticTesting.com NBE Certified Company</div>				



LEGEND :

PL5598AI01A Suspect Asbestos Sample ID and Approximate Location

Room Label for Identification Purposes Only

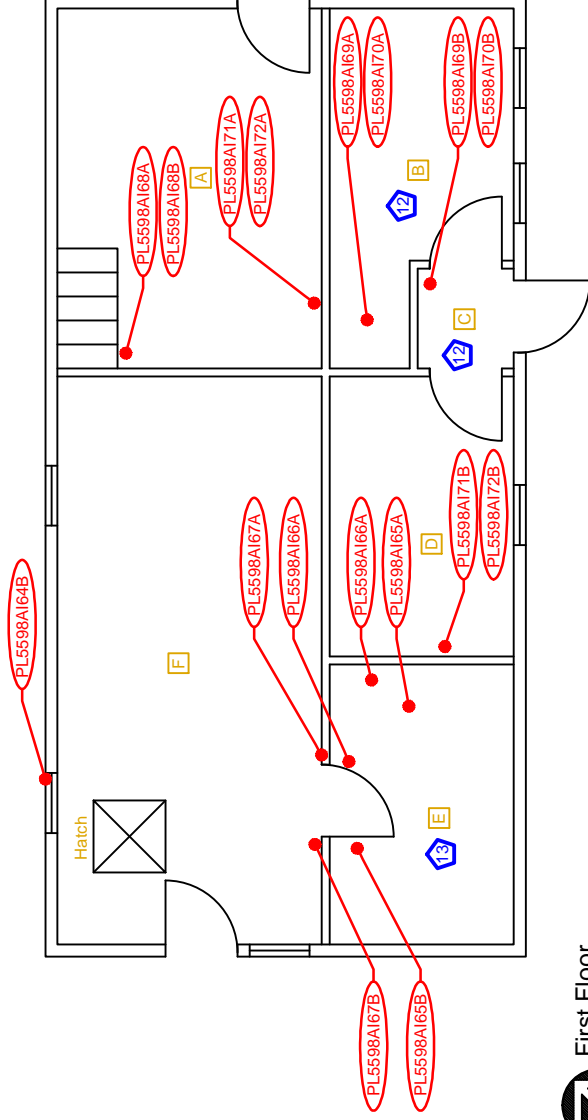
ASBESTOS KEY NOTES :

A Asbestos - Containing White Cementitious Board

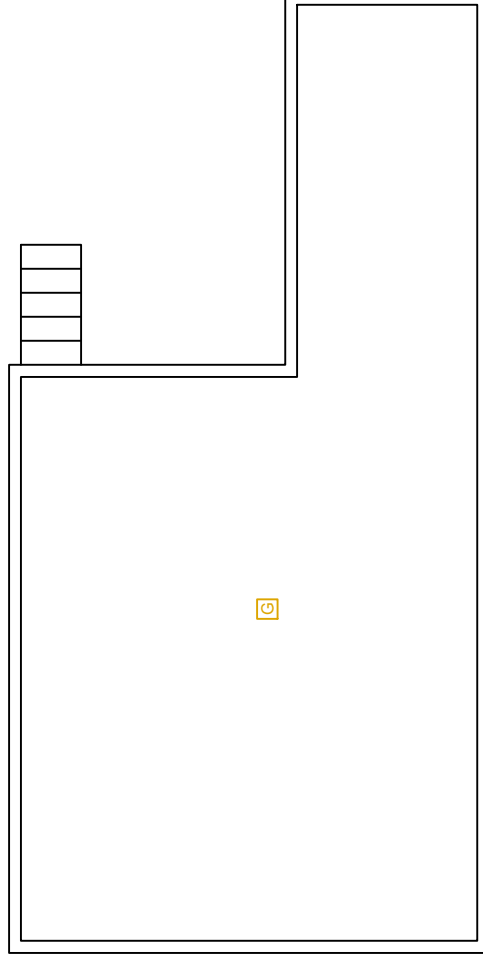
10 Asbestos - Containing White Glazing

11 Asbestos - Containing White Glazing

SAMPLE LOCATION PLAN	Drawn By: JDF	Drawing: 2 of 14	Scale: Not to Scale	Project No.: PL5598	Date : January 2016
Essex County Fish Hatchery Old Building Crown Point, New York	atl				ATLANTIC TESTING LABORATORIES, Limited Albany, NY Binghamton, NY Canton, NY Elmira, NY Poughkeepsie, NY Plattsburgh, NY Rochester, NY Syracuse, NY Utica, NY Watertown, NY MBE Certified Company www.AtlanticTesting.com



First Floor
Scale: NTS



Attic
Scale: NTS

LEGEND :

PL5598A01A Suspect Asbestos Sample ID and Approximate Location

A Room Label for Identification Purposes Only

ASBESTOS KEY NOTES :

12 Asbestos - Containing Brown with White Streaks 9- by 9-Inch Floor Tiles

13 Assumed Asbestos - Containing Brown Vermiculite Blown In Insulation

SAMPLE LOCATION PLAN

Essex County Fish Hatchery
Bathroom/Feed Room
Crown Point, New York

Drawn By: JDF

Drawing: 3 of 14

Scale: Not to Scale

Project No.: PL5598

Date : January 2016



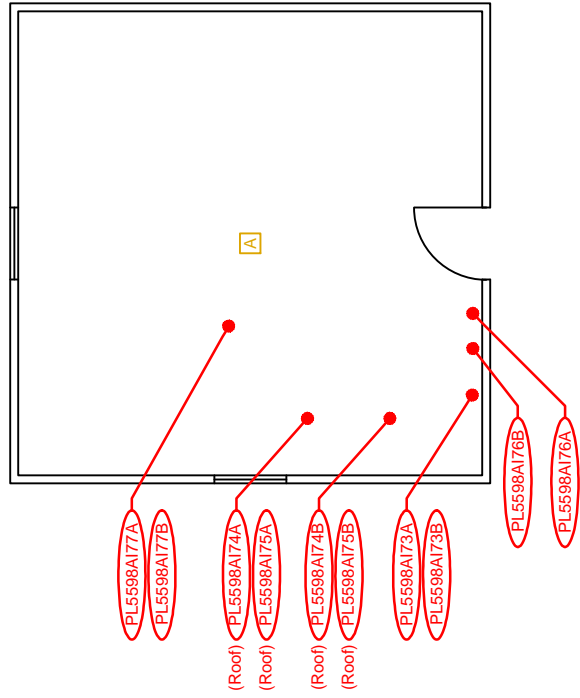
ATLANTIC TESTING LABORATORIES, Limited

Albany, NY Binghamton, NY Canton, NY Elmira, NY Poughkeepsie, NY

Plattsburgh, NY Rochester, NY Syracuse, NY Utica, NY Watertown, NY

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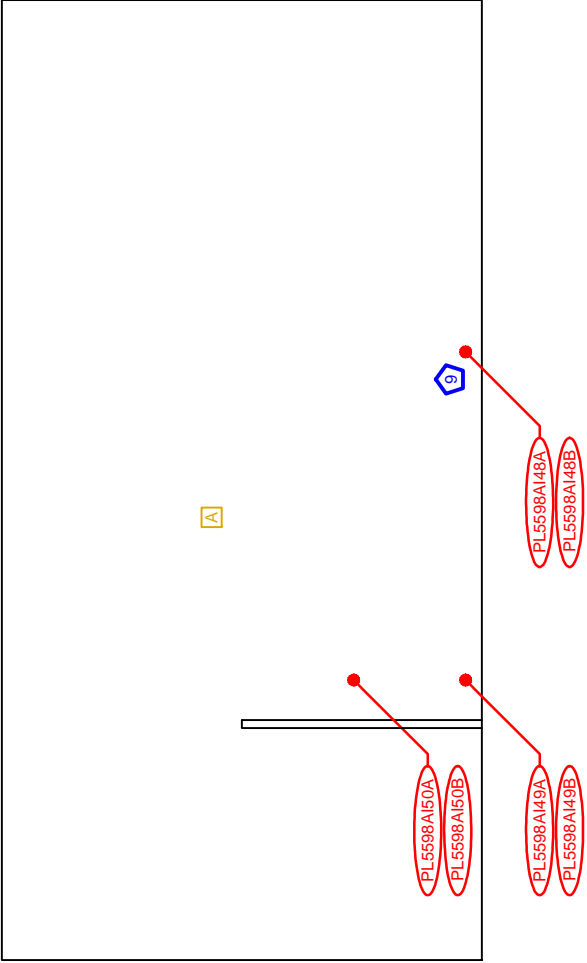


LEGEND :

PL5598AI01A Suspect Asbestos Sample ID and Approximate Location

A Room Label for Identification Purposes Only

SAMPLE LOCATION PLAN	Drawn By: JDF	Drawing: 4 of 14	Scale: Not to Scale	Project No.: PL5598	Date : January 2016
Essex County Fish Hatchery Tool Shed Crown Point, New York	<div>atl</div> <div>ATLANTIC TESTING LABORATORIES, Limited</div> <div>Albany, NY Binghamton, NY Canton, NY Elmira, NY Poughkeepsie, NY Plattsburgh, NY Rochester, NY Syracuse, NY Ulica, NY Watertown, NY</div> <div>MBE Certified Company</div> <div>www.AtlanticTesting.com</div>				



LEGEND :

- PL5598AI01A Suspect Asbestos Sample ID and Approximate Location
- Room Label for Identification Purposes Only

ASBESTOS KEY NOTES :

- Asbestos - Containing White Glazing



SAMPLE LOCATION PLAN	Drawn By: JDF	Drawing: 5 of 14	Scale: Not to Scale	Project No.: PL5598	Date : January 2016
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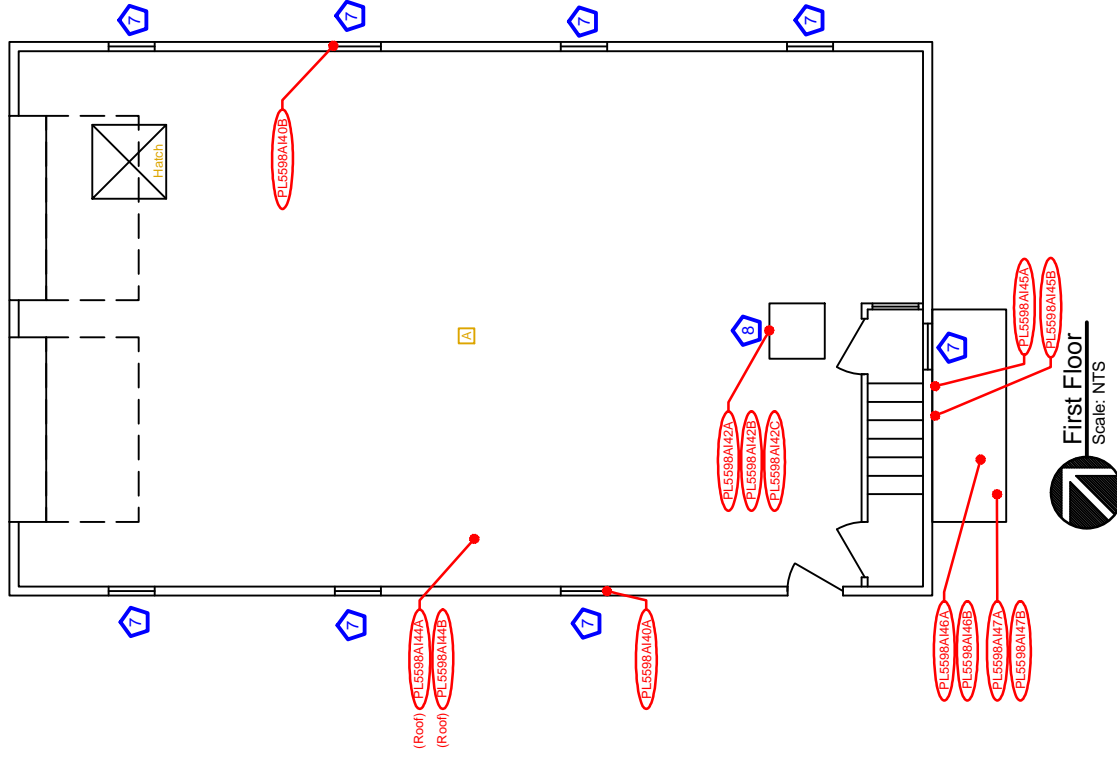
Essex County Fish Hatchery
Pole Barn
Crown Point, New York



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Plattsburgh, NY Rochester, NY Syracuse, NY Utica, NY Watertown, NY

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First Floor
Scale: NTS

LEGEND :

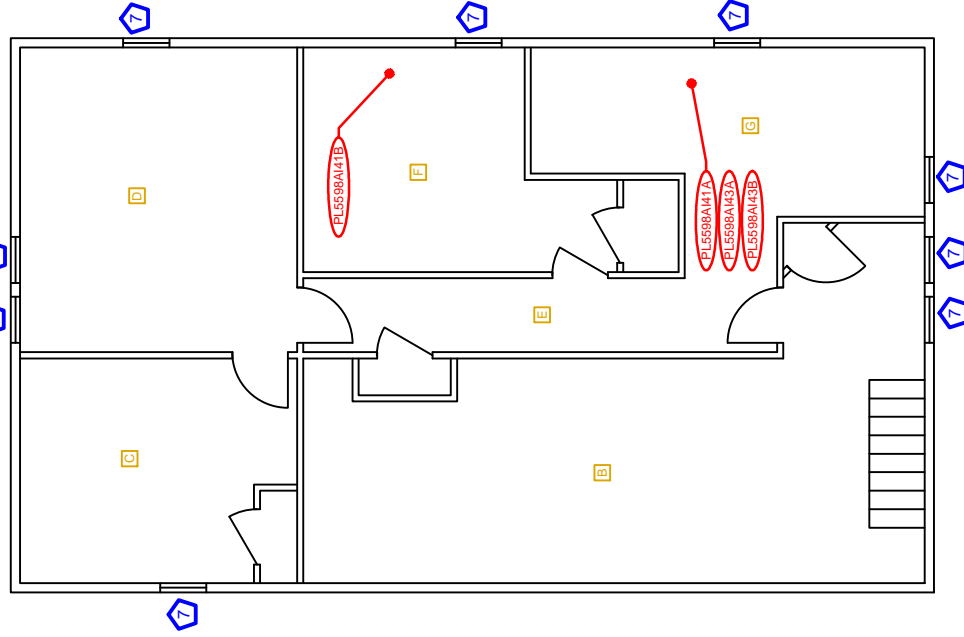
PL5598A01A Suspect Asbestos Sample ID and Approximate Location

A Room Label for Identification Purposes Only

ASBESTOS KEY NOTES :

7 Asbestos - Containing White Glazing

8 Asbestos - Containing White Gasket



Second Floor
Scale: NTS

SAMPLE LOCATION PLAN

Essex County Fish Hatchery
Garage
Crown Point, New York

Drawn By: JDF

Drawing: 6 of 14

Scale: Not to Scale

Project No.: PL5598

Date : January 2016



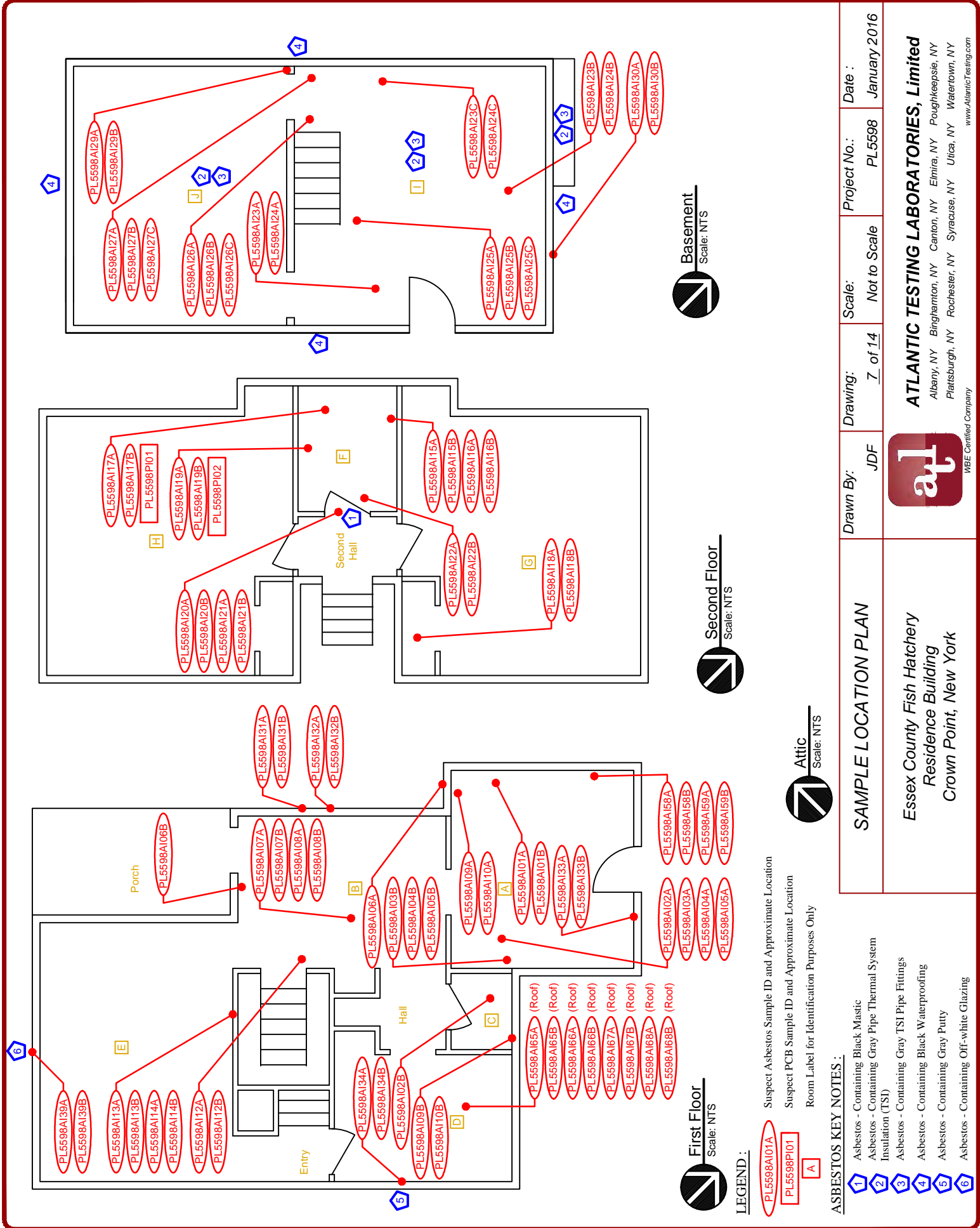
ATLANTIC TESTING LABORATORIES, Limited

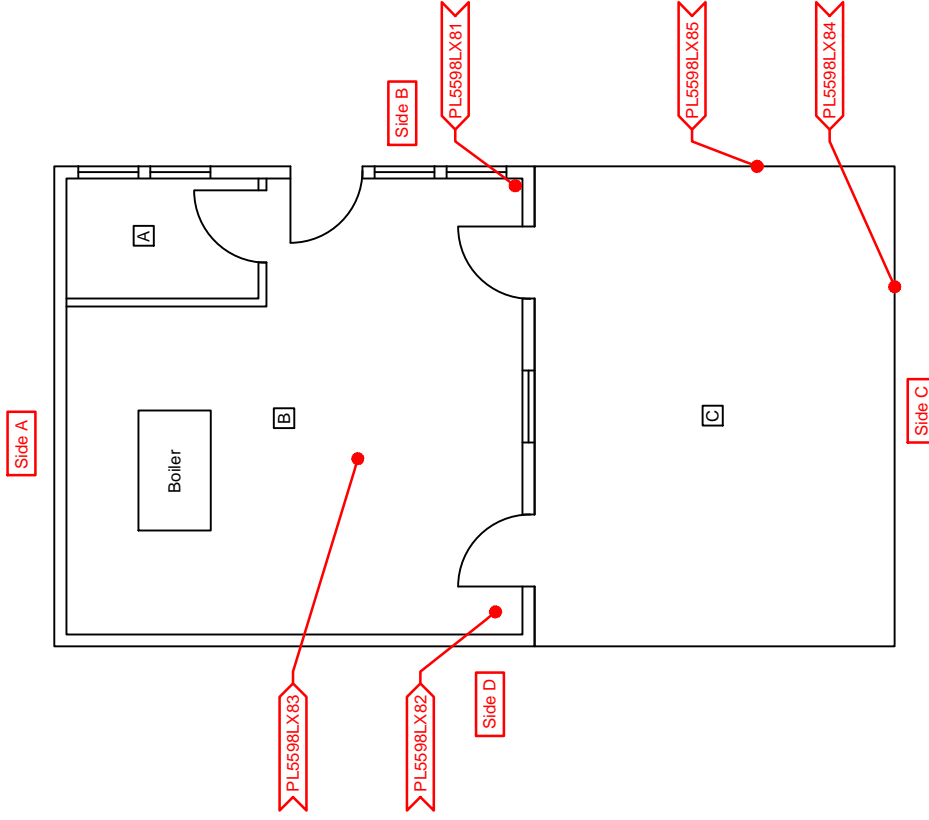
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Plattsburgh, NY Rochester, NY Syracuse, NY Ulster, NY Watertown, NY

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LEGEND :

PL5598LX01

Suspect Lead Paint XRF Sample ID and Approximate Location

A

Room Label for Identification Purposes Only

Side A

Side Reference for XRF Test Results

SAMPLE LOCATION PLAN	Drawn By: JDF	Drawing: 8 of 14	Scale: Not to Scale	Project No.: PL5598	Date : January 2016
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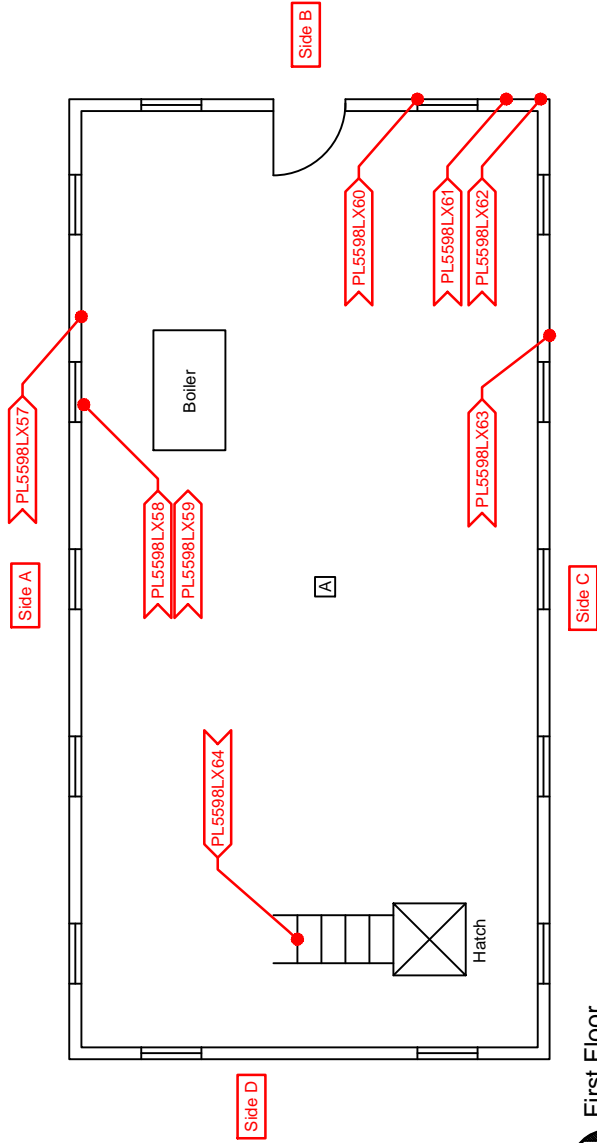
Essex County Fish Hatchery
New Building
Crown Point, New York

ATLANTIC TESTING LABORATORIES, Limited

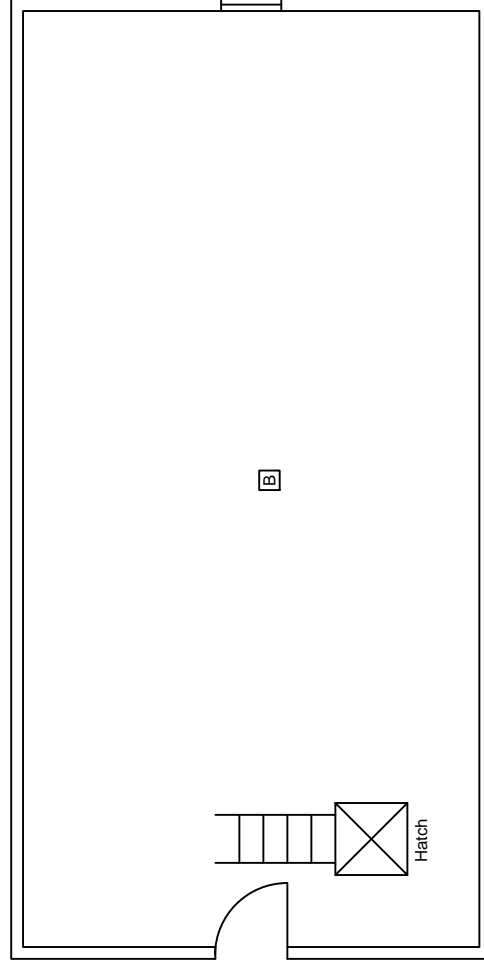
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Plattsburgh, NY Rochester, NY Syracuse, NY Utica, NY Watertown, NY

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First Floor
Scale: NTS



Attic
Scale: NTS

LEGEND:

PL5598LX01

Suspect Lead Paint XRF Sample ID and Approximate Location

A

Room Label for Identification Purposes Only

Side A

Side Reference for XRF Test Results

SAMPLE LOCATION PLAN

Drawn By: JDF

Drawing: 9 of 14

Scale: Not to Scale

Project No.: PL5598

Date: January 2016



ATLANTIC TESTING LABORATORIES, Limited

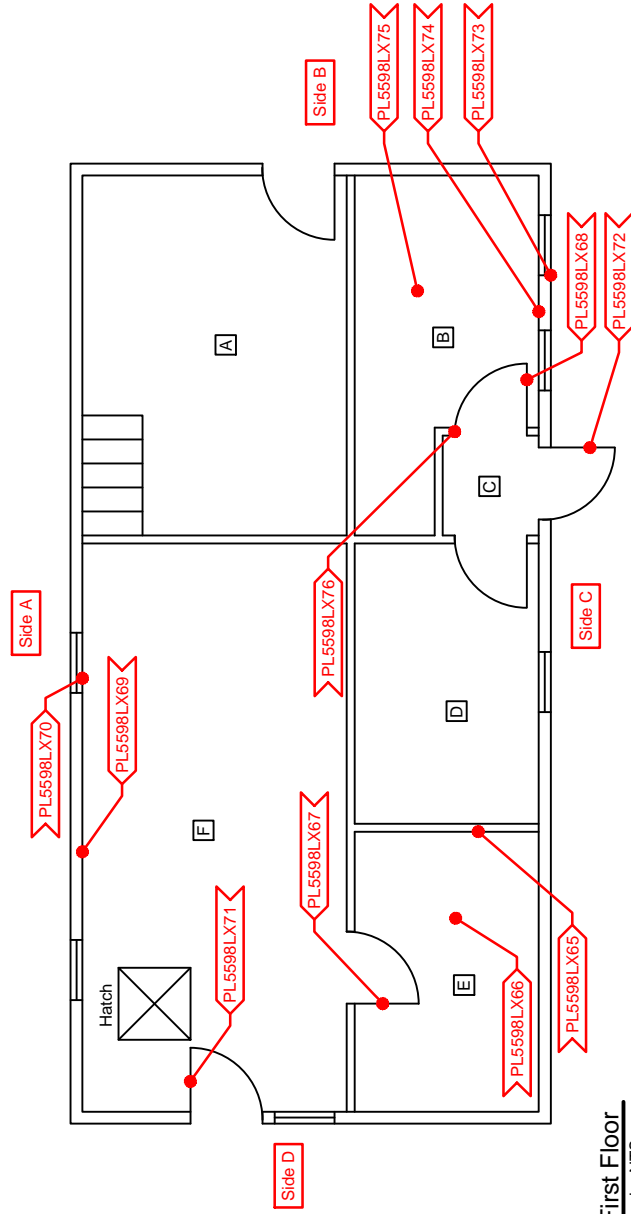
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Plattsburgh, NY Rochester, NY Syracuse, NY Utica, NY Watertown, NY

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Essex County Fish Hatchery
Old Building
Crown Point, New York



First Floor
Scale: NTS

LEGEND :

PL5598LX01

Suspect Lead Paint XRF Sample ID and Approximate Location

Room Label for Identification Purposes Only

A

Side Reference for XRF Test Results



Attic
Scale: NTS

SAMPLE LOCATION PLAN

Drawn By: JDF
Drawing: 10 of 14
Scale: Not to Scale
Project No.: PL5598
Date: January 2016



Essex County Fish Hatchery
Bathroom/Feed Room
Crown Point, New York

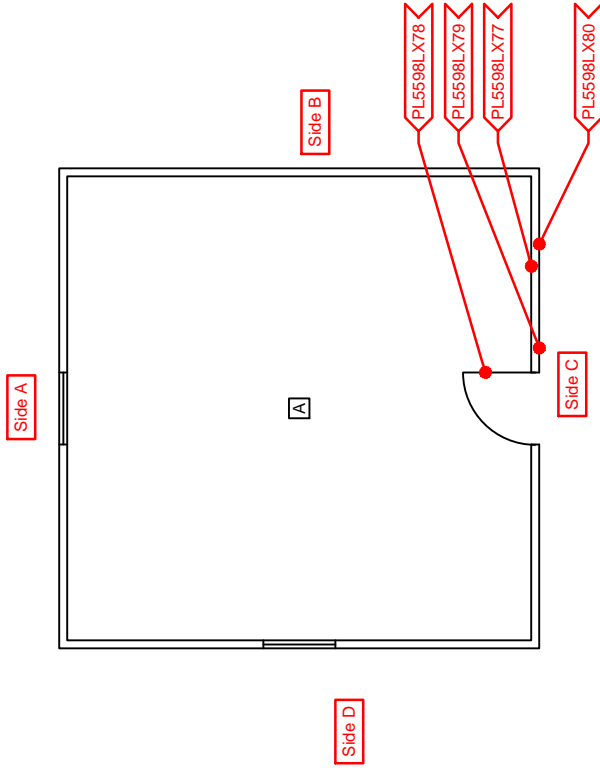
ATLANTIC TESTING LABORATORIES, Limited

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Plattsburgh, NY Rochester, NY Syracuse, NY Utica, NY Watertown, NY

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LEGEND :

PL5598LX01


A

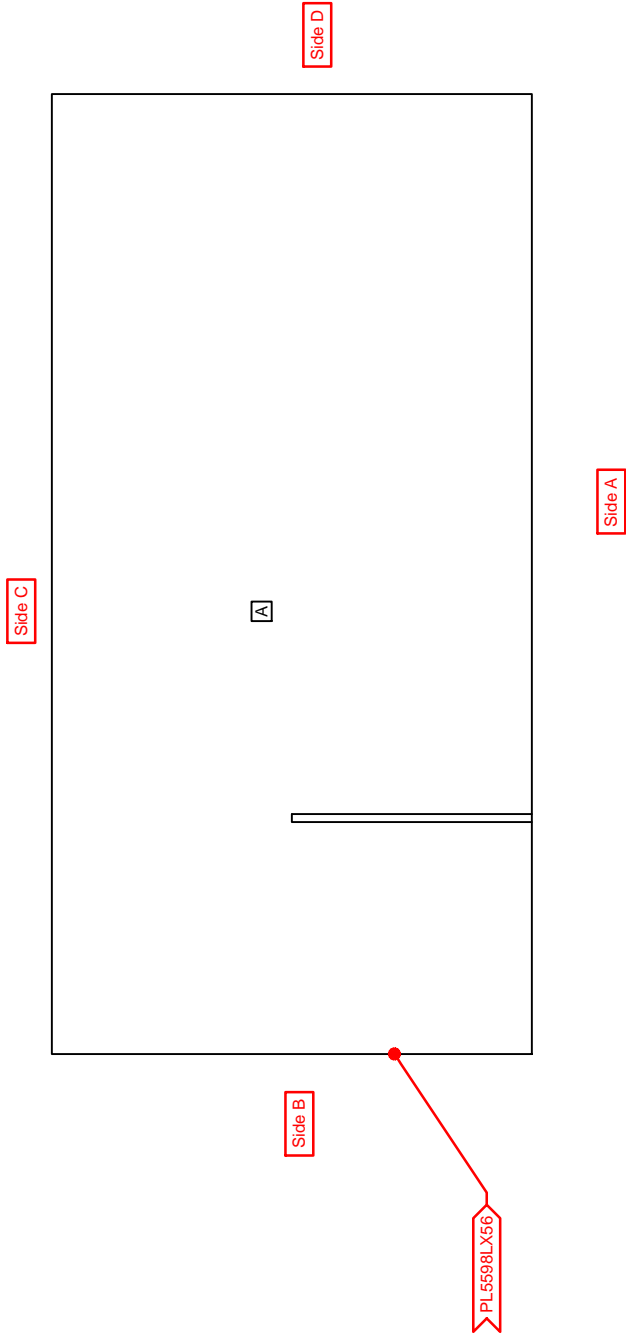
Side A

Suspect Lead Paint XRF Sample ID and Approximate Location

Room Label for Identification Purposes Only

Side Reference for XRF Test Results

SAMPLE LOCATION PLAN	Drawn By: JDF	Drawing: 11 of 14	Scale: Not to Scale	Project No.: PL5598	Date : January 2016
Essex County Fish Hatchery Tool Shed Crown Point, New York	<div>ATLANTIC TESTING LABORATORIES, Limited Albany, NY Binghamton, NY Canton, NY Elmira, NY Poughkeepsie, NY Plattsburgh, NY Rochester, NY Syracuse, NY Utica, NY Watertown, NY <small>WBE Certified Company www.AtlanticTesting.com</small></div>				



LEGEND :

PL5598LX01


Suspect Lead Paint XRF Sample ID and Approximate Location

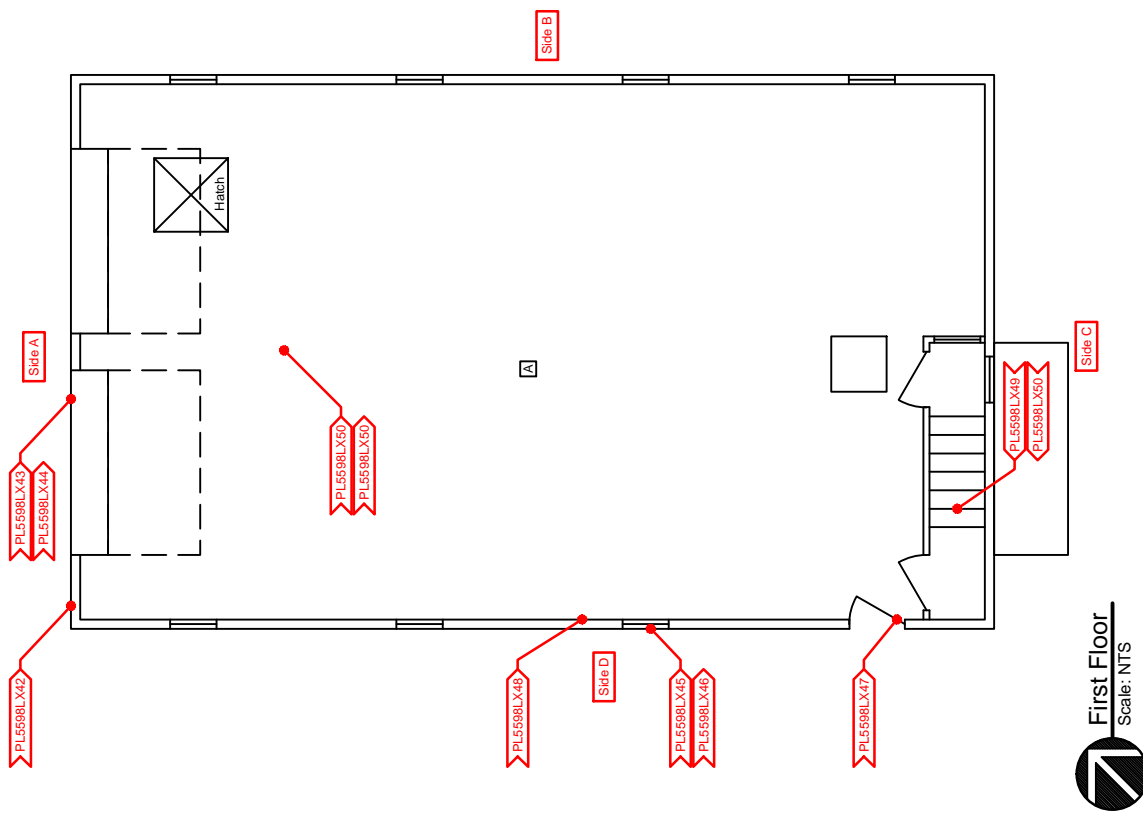
A

Room Label for Identification Purposes Only

Side A

Side Reference for XRF Test Results

SAMPLE LOCATION PLAN	Drawn By: JDF	Drawing: 12 of 14	Scale: Not to Scale	Project No.: PL5598	Date : January 2016
Essex County Fish Hatchery Pole Barn Crown Point, New York	<div>ATLANTIC TESTING LABORATORIES, Limited Albany, NY Binghamton, NY Canton, NY Elmira, NY Poughkeepsie, NY Plattsburgh, NY Rochester, NY Syracuse, NY Utica, NY Watertown, NY WBE Certified Company www.AtlanticTesting.com</div>				



First Floor
Scale: NTS

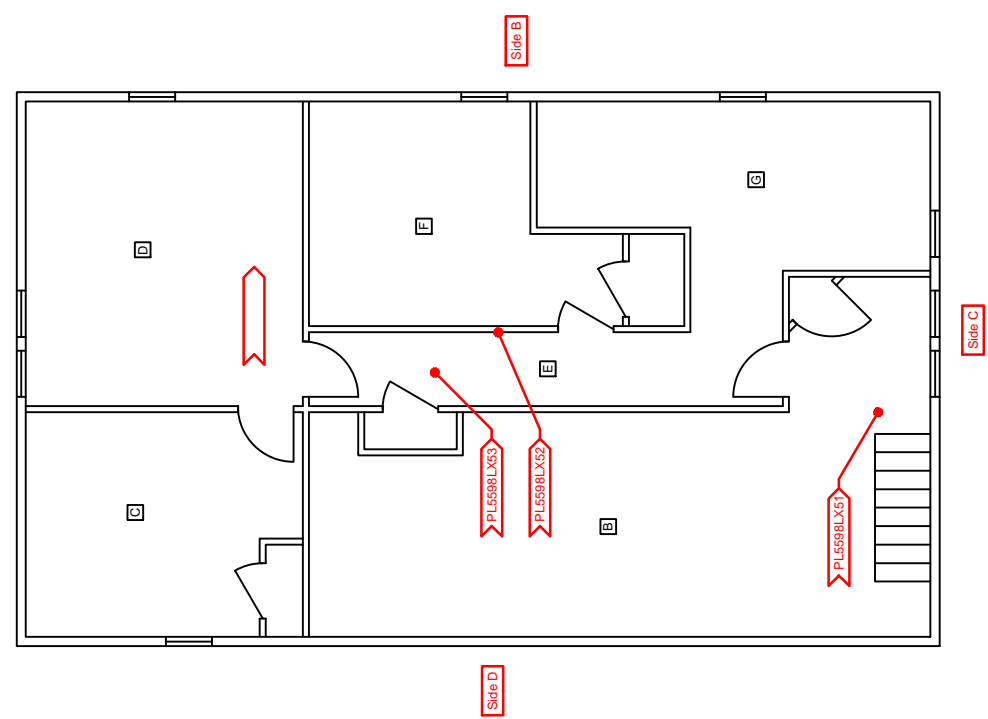
LEGEND :

PL5598LX01 Suspect Lead Paint XRF Sample ID and Approximate Location

A Room Label for Identification Purposes Only

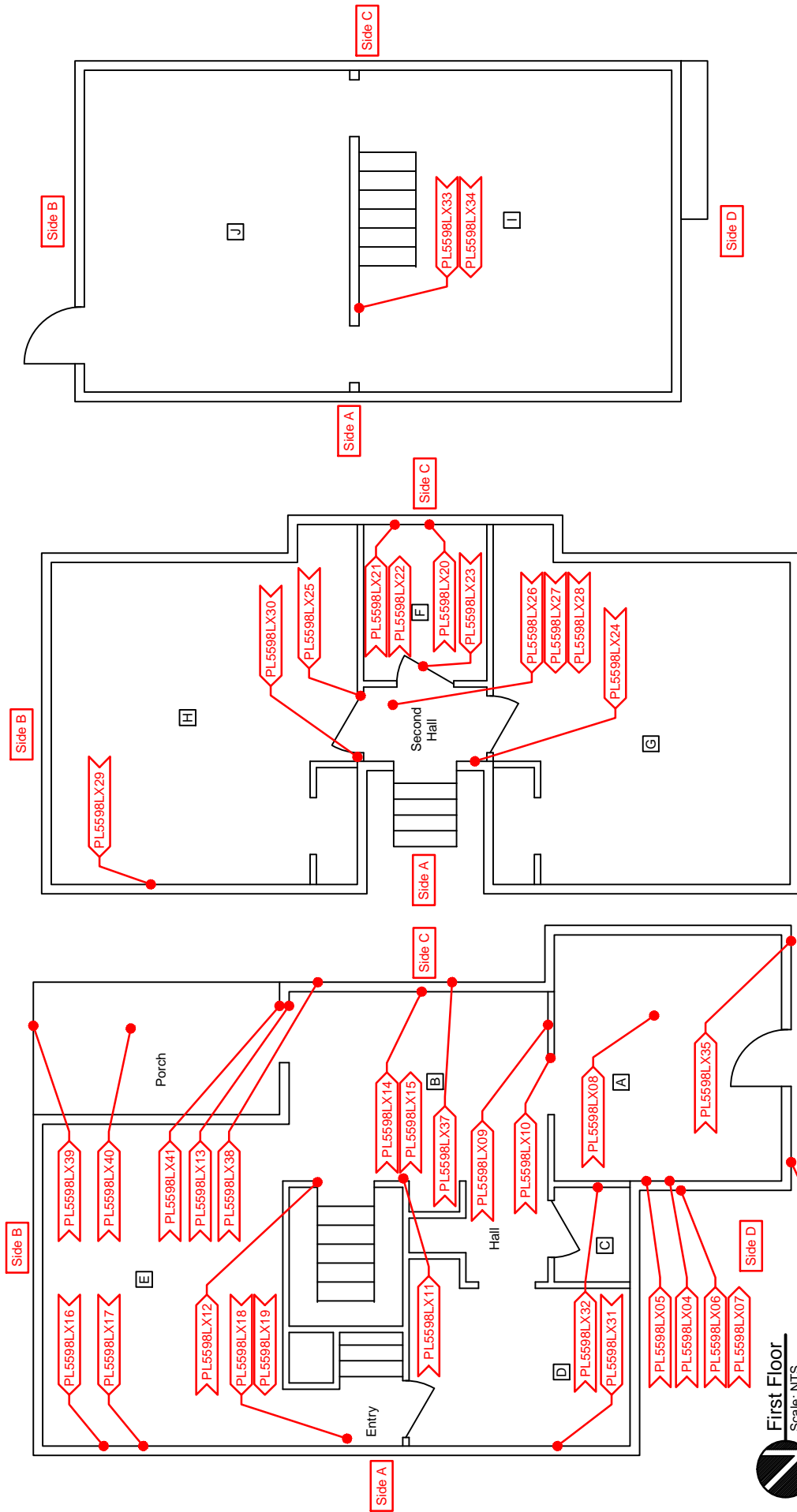
Side Reference for XRF Test Results


Side A



Second Floor
Scale: NTS

SAMPLE LOCATION PLAN	Drawn By: JDF	Drawing: 13 of 14	Scale: Not to Scale	Project No.: PL5598	Date : January 2016
Essex County Fish Hatchery Garage Crown Point, New York	<div data-bbox="1429 756 1542 882">atl</div> <div data-bbox="1445 126 1575 735"> ATLANTIC TESTING LABORATORIES, Limited Albany, NY Binghamton, NY Canton, NY Elmira, NY Poughkeepsie, NY Plattsburgh, NY Rochester, NY Syracuse, NY Ulster, NY Watertown, NY WBE Certified Company www.AtlanticTesting.com </div>				



SAMPLE LOCATION PLAN	Drawn By: JDF	Scale: Not to Scale	Project No.: PL5598	Date : January 2016
Essex County Fish Hatchery Residence Building Crown Point, New York	 ATLANTIC TESTING LABORATORIES, Limited Albany, NY Binghamton, NY Canton, NY Elmira, NY Poughkeepsie, NY Plattsburgh, NY Rochester, NY Syracuse, NY Utica, NY Watertown, NY <small>WBE Certified Company www.AtlanticTesting.com</small>			

APPENDIX C

LABORATORY REPORTS AND CUSTODY DOCUMENTATION

**AmeriSci New York**

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Atlantic Testing Laboratories, Limited
Attn: Art Cross
P.O. Box 29

Canton, NY 13617

Date Received 12/28/15 **AmeriSci Job #** 215123874
Date Examined 12/30/15 **P.O. #** 14660-69, 14687-89
ELAP # 11480 **Page** 1 of 28
RE: PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI01A 01	215123874-01 Location: Residence Blg., Room A - White Sink Coat	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 57.4 %			
PL5598AI01B 01	215123874-02 Location: Residence Blg., Room A - White Sink Coat	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 61.5 %			
PL5598AI02A 02	215123874-03 Location: Residence Blg., Room A - White Linoleum	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3.1 %			
PL5598AI02B 02	215123874-04 Location: Residence Blg., Room C - White Linoleum	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 1.5 %			
PL5598AI03A 03	215123874-05 Location: Residence Blg., Room A - Green Floor Tile	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Green, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 1.3 %			

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI03B 03	215123874-06 Location: Residence Bldg., Room A - Green Floor Tile	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Green, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 0.7 %			
PL5598AI04A 04	215123874-07 Location: Residence Bldg., Room A - Brown Vapor Barrier	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 100 %, Non-fibrous Trace			
PL5598AI04B 04	215123874-08 Location: Residence Bldg., Room A - Brown Vapor Barrier	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 100 %, Non-fibrous Trace			
PL5598AI05A 05	215123874-09 Location: Residence Bldg., Room A - Black Mastic	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 13.7 %			
PL5598AI05B 05	215123874-10 Location: Residence Bldg., Room A - Black Mastic	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 13.6 %			
PL5598AI06A 06	215123874-11 Location: Residence Bldg., Room A - White Gypsum	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 15 %, Non-fibrous 85 %			

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI06B 06	215123874-12 Location: Residence Blg., Room B - White Gypsum	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 20 %, Non-fibrous 80 %			
PL5598AI07A 07	215123874-13 Location: Residence Blg., Room B - White Joint Compound	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PL5598AI07B 07	215123874-14 Location: Residence Blg., Room B - White Joint Compound	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PL5598AI08A 08	215123874-15 Location: Residence Blg., Room B - Tan Seam Tape	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Tan, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 100 %, Non-fibrous Trace			
PL5598AI08B 08	215123874-16 Location: Residence Blg., Room B - Tan Seam Tape	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Tan, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 100 %, Non-fibrous Trace			
PL5598AI09A 09	215123874-17 Location: Residence Blg., Room A - White 4 Inch Cove Base	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 2.7 %			

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI09B 09	215123874-18 Location: Residence Bldg., Room C - White 4 Inch Cove Base	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 1.1 %			
PL5598AI10A 10	215123874-19 Location: Residence Bldg., Room A - Brown Mastic Assoc. w/ #09A	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 37.6 %			
PL5598AI10B 10	215123874-20 Location: Residence Bldg., Room C - Brown Mastic Assoc. w/ #09B	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 44.5 %			
PL5598AI11A 11	215123874-21 Location: Residence Bldg., Room A - Silver / Brown Insulation Jacket	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Silver/Brown/Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 10.3 %			
PL5598AI11B 11	215123874-22 Location: Residence Bldg., Room A - Silver / Brown Insulation Jacket	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Silver/Brown/Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 4.2 %			
PL5598AI12A 12	215123874-23 Location: Residence Bldg., Room B - Black Vapor Barrier	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 1.7 %			

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI12B 12	215123874-24 Location: Residence Blg., Room B - Black Vapor Barrier	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 2.4 %			
PL5598AI13A 13	215123874-25 Location: Residence Blg., Room E - Gray Grout Assoc. w/ Fire Brick	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PL5598AI13B 13	215123874-26 Location: Residence Blg., Room E - Gray Grout Assoc. w/ Fire Brick	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PL5598AI14A 14	215123874-27 Location: Residence Blg., Room E - Gray Grout Assoc. w/ 6 X 6 CFT	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PL5598AI14B 14	215123874-28 Location: Residence Blg., Room E - Gray Grout Assoc. w/ 6 X 6 CFT	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PL5598AI15A 15	215123874-29 Location: Residence Blg., Room F - White Grout Assoc. w/ Teal & Black 4 X 4 CWT	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI15B 15	215123874-30 Location: Residence Bldg., Room F - White Grout Assoc. w/ Teal & Black 4 X 4 CWT	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PL5598AI16A 16	215123874-31 Location: Residence Bldg., Room F - Gray Mortar Assoc. w/ Teal & Black 4 X 4 CWT	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PL5598AI16B 16	215123874-32 Location: Residence Bldg., Room F - Gray Mortar Assoc. w/ Teal & Black 4 X 4 CWT	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PL5598AI17A 17	215123874-33 Location: Residence Bldg., Room F - White Tub Caulk	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 8 %			
PL5598AI17B 17	215123874-34 Location: Residence Bldg., Room F - White Tub Caulk	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3.3 %			
PL5598AI18A 18	215123874-35 Location: Residence Bldg., Attic - Brown / Black Insulation Backing	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black/Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 8.2 %			

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI18B 18	215123874-36 Location: Residence Blg., Attic - Brown / Black Insulation Backing	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black/Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 10.1 %			
PL5598AI19A 19	215123874-37 Location: Residence Blg., Room F - Clear Shower Caulk	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Clear, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 5.6 %			
PL5598AI19B 19	215123874-38 Location: Residence Blg., Room F - Clear Shower Caulk	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Clear, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 10.5 %			
PL5598AI20A 20	215123874-39 Location: Residence Blg., Room F - Brown Vapor Barrier	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 100 %, Non-fibrous Trace			
PL5598AI20B 20	215123874-40 Location: Residence Blg., Room F - Brown Vapor Barrier	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 100 %, Non-fibrous Trace			
PL5598AI21A 21	215123874-41 Location: Residence Blg., Room F - Black Mastic	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 2.6 %			

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI21B 21 Location: Residence Bldg., Room F - Black Mastic Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 2 %	215123874-42	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Ella Babayeva on 12/30/15
PL5598AI22A 22 Location: Residence Bldg., Room F - Gray Mortar Associated With White Hex CFT Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %	215123874-43	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
PL5598AI22B 22 Location: Residence Bldg., Room F - Gray Mortar Associated With White Hex CFT Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %	215123874-44	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
PL5598AI23A 23 Location: Residence Bldg., Room I - Gray TSI Pipe Insulation Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Chrysotile 50.0 % Other Material: Cellulose 30 %, Non-fibrous 20 %	215123874-45	Yes	50 % (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
PL5598AI23B 23 Location: Residence Bldg., Room I - Gray TSI Pipe Insulation Analyst Description: Bulk Material Asbestos Types: Other Material:	215123874-46		NA/PS
PL5598AI23C 23 Location: Residence Bldg., Room I - Gray TSI Pipe Insulation Analyst Description: Bulk Material Asbestos Types: Other Material:	215123874-47		NA/PS

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI24A 24	215123874-48 Location: Residence Bldg., Room I - Gray Mudded Fittings	Yes	30.8 % (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Chrysotile 30.8 % Other Material: Non-fibrous 69.2 %			
PL5598AI24B 24	215123874-49 Location: Residence Bldg., Room I - Gray Mudded Fittings		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
PL5598AI24C 24	215123874-50 Location: Residence Bldg., Room I - Gray Mudded Fittings		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
PL5598AI25A 25	215123874-51 Location: Residence Bldg., Room I - Silver / Brown TSI Pipe Jacket	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Silver/Black/Yellow, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass 5 %, Non-fibrous 34.5 %			
PL5598AI25B 25	215123874-52 Location: Residence Bldg., Room I - Silver / Brown TSI Pipe Jacket	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Silver/Black/Yellow, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass 5 %, Non-fibrous 25.1 %			
PL5598AI25C 25	215123874-53 Location: Residence Bldg., Room I - Silver / Brown TSI Pipe Jacket	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Silver/Black/Yellow, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass 2 %, Non-fibrous 17.2 %			

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI26A 26	215123874-54 Location: Residence Bldg., Room I - White Furnace Gasket	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass 100 %, Non-fibrous Trace			
PL5598AI26B 26	215123874-55 Location: Residence Bldg., Room I - White Furnace Gasket	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass 100 %, Non-fibrous Trace			
PL5598AI26C 26	215123874-56 Location: Residence Bldg., Room I - White Furnace Gasket	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass 100 %, Non-fibrous Trace			
PL5598AI27A 27	215123874-57 Location: Residence Bldg., Room I - White Hot Water Heater Gasket	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass 100 %, Non-fibrous Trace			
PL5598AI27B 27	215123874-58 Location: Residence Bldg., Room I - White Hot Water Heater Gasket	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass 100 %, Non-fibrous Trace			
PL5598AI27C 27	215123874-59 Location: Residence Bldg., Room I - White Hot Water Heater Gasket	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass 100 %, Non-fibrous Trace			

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI29A 29	215123874-60 Location: Residence Bldg., Room I - Black Homosote Board	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Black/Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 95 %, Non-fibrous 5 %			
PL5598AI29B 29	215123874-61 Location: Residence Bldg., Room I - Black Homosote Board	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Black/Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 97 %, Non-fibrous 3 %			
PL5598AI30A 30	215123874-62 Location: Residence Bldg., Room I - Gray Interior Window Glazing	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Ella Babayeva on 12/30/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 34.9 %			
PL5598AI30B 30	215123874-63 Location: Residence Bldg., Room I - Gray Interior Window Glazing	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Ella Babayeva on 12/30/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 15.1 %			
PL5598AI31A 31	215123874-64 Location: Residence Bldg., Exterior South - Off White Exterior Window Glazing	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous Talc Trace, Non-fibrous 44.7 %			
PL5598AI31B 31	215123874-65 Location: Residence Bldg., Exterior South - Off White Exterior Window Glazing	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous Talc Trace, Non-fibrous 31.8 %			

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI32A 32	215123874-66 Location: Residence Bldg., Exterior - South - Black Tar Foundation Coating	Yes	3.5 % (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 3.5 % Other Material: Non-fibrous 24.6 %			
PL5598AI32B 32	215123874-67 Location: Residence Bldg., Exterior - South - Black Tar Foundation Coating		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
PL5598AI33A 33	215123874-68 Location: Residence Bldg., Exterior - West - Black Siding Vapor Barrier	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 1.1 %			
PL5598AI33B 33	215123874-69 Location: Residence Bldg., Exterior - West - Black Siding Vapor Barrier	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 1.1 %			
PL5598AI34A 34	215123874-70 Location: Residence Bldg., Exterior - North - Gray Penetration Putty	Yes	5.2 % (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 5.2 % Other Material: Non-fibrous 29.6 %			
PL5598AI34B 34	215123874-71 Location: Residence Bldg., Exterior - North - Gray Penetration Putty		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI35A 35	215123874-72 Location: Residence Bldg., Roof - Black Valley Tar	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 0.9 %			
PL5598AI35B 35	215123874-73 Location: Residence Bldg., Roof - Black Valley Tar	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 8.9 %			
PL5598AI36A 36	215123874-74 Location: Residence Bldg., Roof - Black With Gray Specks Asphalt Shingle	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black/Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 10.5 %			
PL5598AI36B 36	215123874-75 Location: Residence Bldg., Roof - Black With Gray Specks Asphalt Shingle	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black/Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 10.2 %			
PL5598AI37A 37	215123874-76 Location: Residence Bldg., Roof - Black With Green Specks Asphalt Shingle	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black/Green, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 29.7 %			
PL5598AI37B 37	215123874-77 Location: Residence Bldg., Roof - Black With Green Specks Asphalt Shingle	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black/Green, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 17.2 %			

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI38A 38	215123874-78 Location: Residence Bldg., Roof - Black Vapor Barrier	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 5 %			
PL5598AI38B 38	215123874-79 Location: Residence Bldg., Roof - Black Vapor Barrier	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 9.2 %			
PL5598AI39A 39	215123874-80 Location: Residence Bldg., Exterior East - Off White Window Glazing	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 38.7 %			
PL5598AI39B 39	215123874-81 Location: Residence Bldg., Exterior East - Off White Window Glazing	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 32.9 %			
PL5598AI40A 40	215123874-82 Location: Garage Bldg., Exterior South - White Window Glazing	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 12.7 %			
PL5598AI40B 40	215123874-83 Location: Garage Bldg., Exterior East - White Window Glazing	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3.9 %			

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI41A 41	215123874-84 Location: Garage Bldg., Room G - Brown Homosote Board	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 100 %, Non-fibrous Trace			
PL5598AI41B 41	215123874-85 Location: Garage Bldg., Room F - Brown Homosote Board	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 100 %, Non-fibrous Trace			
PL5598AI42A 42	215123874-86 Location: Garage Bldg., Room A - White Furnace Gasket	Yes	66.7 % (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Chrysotile 66.7 % Other Material: Non-fibrous 33.3 %			
PL5598AI42B 42	215123874-87 Location: Garage Bldg., Room A - White Furnace Gasket		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
PL5598AI42C 42	215123874-88 Location: Garage Bldg., Room A - White Furnace Gasket		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
PL5598AI43A 43	215123874-89 Location: Garage Bldg., Room G - Black Insulation Backing	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass 15 %, Non-fibrous 10.4 %			

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI43B 43	215123874-90 Location: Garage Blg., Room G - Black Insulation Backing	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass 10 %, Non-fibrous 12 %			
PL5598AI44A 44	215123874-91 Location: Garage Blg., Roof - Black Vapor Barrier	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 2.6 %			
PL5598AI44B 44	215123874-92 Location: Garage Blg., Roof - Black Vapor Barrier	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 4.4 %			
PL5598AI45A 45	215123874-93 Location: Garage Blg., Exterior - Black / Brown Siding Vapor Barrier	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black/Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 1.5 %			
PL5598AI45B 45	215123874-94 Location: Garage Blg., Exterior - Black / Brown Siding Vapor Barrier	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black/Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3 %			
PL5598AI46A 46	215123874-95 Location: Garage Blg., SE Overhang Roof - Black Rolled Roofing	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 23.9 %			

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI46B 46	215123874-96 Location: Garage Blg., SE Overhang Roof - Black Rolled Roofing	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 24.3 %			
PL5598AI47A 47	215123874-97 Location: Garage Blg., SE Overhang Roof - Black With Green Asphalt Shingle	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black/Green, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 36.9 %			
PL5598AI47B 47	215123874-98 Location: Garage Blg., SE Overhang Roof - Black With Green Asphalt Shingle	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black/Green, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 38.9 %			
PL5598AI48A 48	215123874-99 Location: Pole Barn Blg. - White Window Glazing	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 8.4 %			
PL5598AI48B 48	215123874-100 Location: Pole Barn Blg. - White Window Glazing	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 19.2 %			
PL5598AI49A 49	215123874-101 Location: Pole Barn Blg. - Black With White Asphalt Shingles	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black/White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass 3 %, Non-fibrous 20 %			

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI49B 49	215123874-102 Location: Pole Barn Bldg. - Black With White Asphalt Shingles	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black/White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass 4 %, Non-fibrous 30.1 %			
PL5598AI50A 50	215123874-103 Location: Pole Barn Bldg. - Black Vapor Barrier	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 4 %			
PL5598AI50B 50	215123874-104 Location: Pole Barn Bldg. - Black Vapor Barrier	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 2.8 %			
PL5598AI51A 51	215123874-105 Location: New Building, Room B - Brown / Black Paper Backing On Insulation	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black/Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass 5 %, Non-fibrous 4.6 %			
PL5598AI51B 51	215123874-106 Location: New Building, Room B - Brown / Black Paper Backing On Insulation	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black/Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass 1 %, Non-fibrous 1.5 %			
PL5598AI52A 52	215123874-107 Location: New Building, Room B - Off White / Yellow Boiler Gasket	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Orange, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 70 %, Non-fibrous 30 %			

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI52B 52	215123874-108 Location: New Building, Room B - Off White / Yellow Boiler Gasket	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Orange, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 60 %, Non-fibrous 40 %			
PL5598AI52C 52	215123874-109 Location: New Building, Room B - Off White / Yellow Boiler Gasket	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Orange, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 65 %, Non-fibrous 35 %			
PL5598AI53A 53	215123874-110 Location: New Building, Room A - White 2 X 4 Ceiling Tile	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3.3 %			
PL5598AI53B 53	215123874-111 Location: New Building, Room A - White 2 X 4 Ceiling Tile	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3.1 %			
PL5598AI54A 54	215123874-112 Location: New Building, Room A - White Gypsum Board	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
PL5598AI54B 54	215123874-113 Location: New Building, Room A - White Gypsum Board	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 20 %, Non-fibrous 80 %			

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI55A 55	215123874-114	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Location: Old Building, Building Exterior - White Vapor Barrier Analyst Description: White, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 100 %, Non-fibrous Trace			
PL5598AI55B 55	215123874-115	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Location: Old Building, Building Exterior - White Vapor Barrier Analyst Description: White, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 100 %, Non-fibrous Trace			
PL5598AI56A 56	215123874-116	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Location: Old Building, Room A - Red / Brown Boiler Gasket Analyst Description: Peach, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 80 %, Non-fibrous 20 %			
PL5598AI56B 56	215123874-117	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Location: Old Building, Room A - Red / Brown Boiler Gasket Analyst Description: Peach, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 90 %, Non-fibrous 10 %			
PL5598AI56C 56	215123874-118	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Location: Old Building, Room A - Red / Brown Boiler Gasket Analyst Description: Peach, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 85 %, Non-fibrous 15 %			
PL5598AI57A 57	215123874-119	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Location: Old Bldg., Room A - White Exhaust Flue Pipe Putty Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 20 %, Fibrous glass 15 %, Non-fibrous 65 %			

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI57B 57	215123874-120 Location: Old Bldg., Room A - White Exhaust Flue Pipe Putty	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 15 %, Fibrous glass 15 %, Non-fibrous 70 %			
PL5598AI58A 58	215123874-121 Location: Residence Bldg., Room A - Brown Cove Base	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 39.4 %			
PL5598AI58B 58	215123874-122 Location: Residence Bldg., Room A - Brown Cove Base	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 37.1 %			
PL5598AI59A 59	215123874-123 Location: Residence Bldg., Room A - Brown Adhesive Associated With Brown Cove Base	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 38.9 %			
PL5598AI59B 59	215123874-124 Location: Residence Bldg., Room A - Brown Adhesive Associated With Brown Cove Base	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 37 %			
PL5598AI60A 60	215123874-125 Location: Old Bldg., Room B - White Cementitious Board	Yes	20 % (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Chrysotile 20.0 % Other Material: Non-fibrous 80 %			

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI60B 60	215123874-126 Location: Old Bldg., Room B - White Cementitious Board		NAPS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
PL5598AI61A 61	215123874-127 Location: Old Bldg., Room B - Black Vapor Barrier	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 2.1 %			
PL5598AI61B 61	215123874-128 Location: Old Bldg., Room B - Black Vapor Barrier	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 4.3 %			
PL5598AI62A 62	215123874-129 Location: Old Bldg., Exterior - White Window Glazing	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 13.5 %			
PL5598AI62B 62	215123874-130 Location: Old Bldg., Exterior - White Window Glazing	Yes	Trace (<0.25 % pc) ¹ (EPA 400 PC) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 42 %			
PL5598AI63A 63	215123874-131 Location: Old Bldg., Building Exterior - White / Gray Penetration Putty	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: White/Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 21.7 %			

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI63B 63	215123874-132	No	NAD
Location: Old Bldg., Building Exterior - White / Gray Penetration Putty			(by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: White/Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 27.1 %			
PL5598AI64A 64	215123874-133	No	NAD
Location: Bathroom / Feed Room, Building Exterior - White Window Glazing			(by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 32.4 %			
PL5598AI64B 64	215123874-134	No	NAD
Location: Bathroom / Feed Room, Building Exterior - White Window Glazing			(by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 12.5 %			
PL5598AI65A 65	215123874-135	No	NAD
Location: Bathroom / Feed Room, Room E - Gray Cement Board			(by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
PL5598AI65B 65	215123874-136	No	NAD
Location: Bathroom / Feed Room, Room E - Gray Cement Board			(by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
PL5598AI66A 66	215123874-137	No	NAD
Location: Bathroom / Feed Room, Room E - Brown Cork Board			(by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Dark Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI66B 66	215123874-138	No	NAD
Location: Bathroom / Feed Room, Room E - Brown Cork Board			(by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Dark Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
PL5598AI67A 67	215123874-139	No	NAD
Location: Bathroom / Feed Room, Room E - Black Door Gasket			(by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 1.2 %			
PL5598AI67B 67	215123874-140	No	NAD
Location: Bathroom / Feed Room, Room E - Black Door Gasket			(by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 2.6 %			
PL5598AI67C 67	215123874-141	No	NAD
Location: Bathroom / Feed Room, Room E - Black Door Gasket			(by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 2.4 %			
PL5598AI68A 68	215123874-142	No	NAD
Location: Bathroom / Feed Room, Room A - Brown Cork Insulation			(by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
PL5598AI68B 68	215123874-143	No	NAD
Location: Bathroom / Feed Room, Room A - Brown Cork Insulation			(by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI69A 69	215123874-144	Yes	7.4 %
Location: Bathroom / Feed Room, Room B - Brown w/ White Streaks 9- By 9- Inch Floor Tile			(by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 7.4 %			
Other Material: Non-fibrous 42.6 %			
PL5598AI69B 69	215123874-145		NA/PS
Location: Bathroom / Feed Room, Room C - Brown w/ White Streaks 9- By 9- Inch Floor Tile			
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
PL5598AI70A 70	215123874-146	No	NAD
Location: Bathroom / Feed Room, Room B - Brown Mastic Associated w/ Brown w/ White Streaks FT			(by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 25.4 %			
PL5598AI70B 70	215123874-147	No	NAD
Location: Bathroom / Feed Room, Room C - Brown Mastic Associated w/ Brown w/ White Streaks FT			(by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 33.3 %			
PL5598AI71A 71	215123874-148	No	NAD
Location: Bathroom / Feed Room, Room B - White Joint Compound			(by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
PL5598AI71B 71	215123874-149	No	NAD
Location: Bathroom / Feed Room, Room D - White Joint Compound			(by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI72A 72	215123874-150 Location: Bathroom / Feed Room, Room B - White Gypsum Board	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PL5598AI72B 72	215123874-151 Location: Bathroom / Feed Room, Room D - White Gypsum Board	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
PL5598AI73A 73	215123874-152 Location: Tool Shed Bldg., Exterior - North - White Window Glazing	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 55.1 %			
PL5598AI73B 73	215123874-153 Location: Tool Shed Bldg., Exterior - North - White Window Glazing	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 48.6 %			
PL5598AI74A 74	215123874-154 Location: Tool Shed Bldg., Roof - Black Asphalt Shingle	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 5.1 %			
PL5598AI74B 74	215123874-155 Location: Tool Shed Bldg., Roof - Black Asphalt Shingle	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 22.9 %			

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AI75A 75	215123874-156 Location: Tool Shed Bldg., Roof - Black Vapor Barrier	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 2.6 %			
PL5598AI75B 75	215123874-157 Location: Tool Shed Bldg., Roof - Black Vapor Barrier	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 0.9 %			
PL5598AI76A 76	215123874-158 Location: Tool Shed Bldg., Room A - Brown Homosote Board	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 85 %, Non-fibrous 15 %			
PL5598AI76B 76	215123874-159 Location: Tool Shed Bldg., Room A - Brown Homosote Board	No	NAD (by NYS ELAP 198.1) by Ella Babayeva on 12/30/15
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 90 %, Non-fibrous 10 %			
PL5598AI77A 77	215123874-160 Location: Tool Shed Bldg., Room A - Black Vapor Barrier	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 2.5 %			
PL5598AI77B 77	215123874-161 Location: Tool Shed Bldg., Room A - Black Vapor Barrier	No	NAD (by NYS ELAP 198.6) by Ella Babayeva on 12/30/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 1.6 %			

PLM Bulk Asbestos Report

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

Reporting Notes:

(1) Sample prepared for analysis by ELAP 198.6 method

Analyzed by: Ella Babayeva 

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab. This PLM report relates ONLY to the items tested. AIHA-LAP, LLC Lab ID 102843, RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054.

Reviewed By: _____ END OF REPORT _____

Client Name: Atlantic Testing Laboratories, Limited

Table I
Summary of Bulk Asbestos Analysis Results
 PL5598; Essex Co. Fish Hatchery; Crown Point, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	PL5598AI01A	01	0.148	27.7	14.9	57.4	NAD	NAD
Location:	Residence Bldg., Room A - White Sink Coat							
02	PL5598AI01B	01	0.143	26.6	11.9	61.5	NAD	NAD
Location:	Residence Bldg., Room A - White Sink Coat							
03	PL5598AI02A	02	0.098	93.9	3.1	3.1	NAD	NAD
Location:	Residence Bldg., Room A - White Linoleum							
04	PL5598AI02B	02	0.135	77.0	21.5	1.5	NAD	NAD
Location:	Residence Bldg., Room C - White Linoleum							
05	PL5598AI03A	03	0.229	59.8	38.9	1.3	NAD	NAD
Location:	Residence Bldg., Room A - Green Floor Tile							
06	PL5598AI03B	03	0.148	60.1	39.2	0.7	NAD	NAD
Location:	Residence Bldg., Room A - Green Floor Tile							
07	PL5598AI04A	04	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room A - Brown Vapor Barrier							
08	PL5598AI04B	04	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room A - Brown Vapor Barrier							
09	PL5598AI05A	05	0.227	51.1	35.2	13.7	NAD	NAD
Location:	Residence Bldg., Room A - Black Mastic							
10	PL5598AI05B	05	0.177	78.5	7.9	13.6	NAD	NAD
Location:	Residence Bldg., Room A - Black Mastic							
11	PL5598AI06A	06	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room A - White Gypsum							
12	PL5598AI06B	06	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room B - White Gypsum							
13	PL5598AI07A	07	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room B - White Joint Compound							
14	PL5598AI07B	07	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room B - White Joint Compound							
15	PL5598AI08A	08	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room B - Tan Seam Tape							
16	PL5598AI08B	08	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room B - Tan Seam Tape							

See Reporting notes on last page

Client Name: Atlantic Testing Laboratories, Limited

Table I
Summary of Bulk Asbestos Analysis Results
 PL5598; Essex Co. Fish Hatchery; Crown Point, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
17	PL5598AI09A	09	0.147	29.9	67.3	2.7	NAD	NAD
Location:	Residence Bldg., Room A - White 4 Inch Cove Base							
18	PL5598AI09B	09	0.268	28.7	70.1	1.1	NAD	NAD
Location:	Residence Bldg., Room C - White 4 Inch Cove Base							
19	PL5598AI10A	10	0.237	57.0	5.5	37.6	NAD	NAD
Location:	Residence Bldg., Room A - Brown Mastic Assoc. w/ #09A							
20	PL5598AI10B	10	0.146	48.6	6.8	44.5	NAD	NAD
Location:	Residence Bldg., Room C - Brown Mastic Assoc. w/ #09B							
21	PL5598AI11A	11	0.185	89.2	0.5	10.3	NAD	NAD
Location:	Residence Bldg., Room A - Silver / Brown Insulation Jacket							
22	PL5598AI11B	11	0.212	87.7	8.0	4.2	NAD	NAD
Location:	Residence Bldg., Room A - Silver / Brown Insulation Jacket							
23	PL5598AI12A	12	0.116	93.1	5.2	1.7	NAD	NAD
Location:	Residence Bldg., Room B - Black Vapor Barrier							
24	PL5598AI12B	12	0.125	92.7	4.9	2.4	NAD	NAD
Location:	Residence Bldg., Room B - Black Vapor Barrier							
25	PL5598AI13A	13	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room E - Gray Grout Assoc. w/ Fire Brick							
26	PL5598AI13B	13	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room E - Gray Grout Assoc. w/ Fire Brick							
27	PL5598AI14A	14	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room E - Gray Grout Assoc. w/ 6 X 6 CFT							
28	PL5598AI14B	14	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room E - Gray Grout Assoc. w/ 6 X 6 CFT							
29	PL5598AI15A	15	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room F - White Grout Assoc. w/ Teal & Black 4 X 4 CWT							
30	PL5598AI15B	15	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room F - White Grout Assoc. w/ Teal & Black 4 X 4 CWT							
31	PL5598AI16A	16	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room F - Gray Mortar Assoc. w/ Teal & Black 4 X 4 CWT							
32	PL5598AI16B	16	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room F - Gray Mortar Assoc. w/ Teal & Black 4 X 4 CWT							

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results
 PL5598; Essex Co. Fish Hatchery; Crown Point, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
33	PL5598A17A	17	0.254	29.9	62.1	8.0	NAD	NAD
Location:	Residence Bldg., Room F - White Tub Caulk							
34	PL5598A17B	17	0.241	47.7	49.0	3.3	NAD	NAD
Location:	Residence Bldg., Room F - White Tub Caulk							
35	PL5598A18A	18	0.291	79.7	12.0	8.2	NAD	NAD
Location:	Residence Bldg., Attic - Brown / Black Insulation Backing							
36	PL5598A18B	18	0.199	78.4	11.6	10.1	NAD	NAD
Location:	Residence Bldg., Attic - Brown / Black Insulation Backing							
37	PL5598A19A	19	0.107	80.4	14.0	5.6	NAD	NAD
Location:	Residence Bldg., Room F - Clear Shower Caulk							
38	PL5598A19B	19	0.095	83.2	6.3	10.5	NAD	NAD
Location:	Residence Bldg., Room F - Clear Shower Caulk							
39	PL5598A120A	20	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room F - Brown Vapor Barrier							
40	PL5598A120B	20	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room F - Brown Vapor Barrier							
41	PL5598A121A	21	0.117	55.6	41.9	1.0	Chrysotile <0.25	Chrysotile 1.6
Location:	Residence Bldg., Room F - Black Mastic							
42	PL5598A121B	21	0.204	49.0	49.0	2.0	Chrysotile <0.25	NA/PS
Location:	Residence Bldg., Room F - Black Mastic							
43	PL5598A122A	22	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room F - Gray Mortar Associated With White Hex CFT							
44	PL5598A122B	22	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room F - Gray Mortar Associated With White Hex CFT							
45	PL5598A123A	23	---	---	---	---	Chrysotile 50.0	NA
Location:	Residence Bldg., Room I - Gray TSI Pipe Insulation							
46	PL5598A123B	23	---	---	---	---	NA/PS	NA
Location:	Residence Bldg., Room I - Gray TSI Pipe Insulation							
47	PL5598A123C	23	---	---	---	---	NA/PS	NA
Location:	Residence Bldg., Room I - Gray TSI Pipe Insulation							
48	PL5598A124A	24	---	---	---	---	Chrysotile 30.8	NA
Location:	Residence Bldg., Room I - Gray Mudded Fittings							

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results
 PL5598; Essex Co. Fish Hatchery; Crown Point, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
49	PL5598AI24B	24	---	---	---	---	NA/PS	NA
Location:	Residence Bldg., Room I - Gray Mudded Fittings							
50	PL5598AI24C	24	---	---	---	---	NA/PS	NA
Location:	Residence Bldg., Room I - Gray Mudded Fittings							
51	PL5598AI25A	25	0.129	48.8	11.6	39.5	NAD	NAD
Location:	Residence Bldg., Room I - Silver / Brown TSI Pipe Jacket							
52	PL5598AI25B	25	0.385	72.2	-2.3	30.1	NAD	NAD
Location:	Residence Bldg., Room I - Silver / Brown TSI Pipe Jacket							
53	PL5598AI25C	25	0.073	71.2	9.6	19.2	NAD	NAD
Location:	Residence Bldg., Room I - Silver / Brown TSI Pipe Jacket							
54	PL5598AI26A	26	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room I - White Furnace Gasket							
55	PL5598AI26B	26	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room I - White Furnace Gasket							
56	PL5598AI26C	26	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room I - White Furnace Gasket							
57	PL5598AI27A	27	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room I - White Hot Water Heater Gasket							
58	PL5598AI27B	27	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room I - White Hot Water Heater Gasket							
59	PL5598AI27C	27	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room I - White Hot Water Heater Gasket							
60	PL5598AI29A	29	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room I - Black Homosote Board							
61	PL5598AI29B	29	---	---	---	---	NAD	NA
Location:	Residence Bldg., Room I - Black Homosote Board							
62	PL5598AI30A	30	0.390	11.5	53.6	34.7	Chrysotile <0.25	Chrysotile <1.0
Location:	Residence Bldg., Room I - Gray Interior Window Glazing							
63	PL5598AI30B	30	0.252	13.1	71.8	14.9	Chrysotile <0.25	Chrysotile <1.0
Location:	Residence Bldg., Room I - Gray Interior Window Glazing							
64	PL5598AI31A	31	0.275	11.6	43.6	44.6	NAD	Anthrophyllite Trace
Location:	Residence Bldg., Exterior South - Off White Exterior Window Glazing							

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results
 PL5598; Essex Co. Fish Hatchery; Crown Point, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
65	PL5598AI31B	31	0.214	7.9	60.3	31.7	NAD	Anthrophyllite Trace
Location:	Residence Bldg., Exterior South - Off White Exterior Window Glazing							
66	PL5598AI32A	32	0.288	43.4	28.5	24.6	Chrysotile 3.5	NA
Location:	Residence Bldg., Exterior - South - Black Tar Foundation Coating							
67	PL5598AI32B	32	0.288	6.9	86.1	6.9	NA/PS	NA
Location:	Residence Bldg., Exterior - South - Black Tar Foundation Coating							
68	PL5598AI33A	33	0.189	98.4	0.5	1.1	NAD	NAD
Location:	Residence Bldg., Exterior - West - Black Siding Vapor Barrier							
69	PL5598AI33B	33	0.179	97.2	1.7	1.1	NAD	NAD
Location:	Residence Bldg., Exterior - West - Black Siding Vapor Barrier							
70	PL5598AI34A	34	0.233	29.6	35.6	29.6	Chrysotile 5.2	NA
Location:	Residence Bldg., Exterior - North - Gray Penetration Putty							
71	PL5598AI34B	34	0.138	31.2	39.9	29.0	NA/PS	NA
Location:	Residence Bldg., Exterior - North - Gray Penetration Putty							
72	PL5598AI35A	35	0.348	91.1	8.0	0.9	NAD	NAD
Location:	Residence Bldg., Roof - Black Valley Tar							
73	PL5598AI35B	35	0.215	84.2	7.0	8.9	NAD	NAD
Location:	Residence Bldg., Roof - Black Valley Tar							
74	PL5598AI36A	36	0.304	57.9	31.6	10.5	NAD	NAD
Location:	Residence Bldg., Roof - Black With Gray Specks Asphalt Shingle							
75	PL5598AI36B	36	0.284	53.9	35.9	10.2	NAD	NAD
Location:	Residence Bldg., Roof - Black With Gray Specks Asphalt Shingle							
76	PL5598AI37A	37	0.249	51.8	18.5	29.7	NAD	NAD
Location:	Residence Bldg., Roof - Black With Green Specks Asphalt Shingle							
77	PL5598AI37B	37	0.413	51.1	31.7	17.2	NAD	NAD
Location:	Residence Bldg., Roof - Black With Green Specks Asphalt Shingle							
78	PL5598AI38A	38	0.260	93.5	1.5	5.0	NAD	NAD
Location:	Residence Bldg., Roof - Black Vapor Barrier							
79	PL5598AI38B	38	0.120	90.0	0.8	9.2	NAD	NAD
Location:	Residence Bldg., Roof - Black Vapor Barrier							
80	PL5598AI39A	39	0.119	46.2	15.1	36.8	NAD	Chrysotile 1.9
Location:	Residence Bldg., Exterior East - Off White Window Glazing							

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results
 PL5598; Essex Co. Fish Hatchery; Crown Point, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
81	PL5598AI39B	39	0.243	19.8	47.3	32.9	NAD	NA/PS
Location:	Residence Bldg., Exterior East - Off White Window Glazing							
82	PL5598AI40A	40	0.331	13.0	74.3	11.2	NAD	Chrysotile 1.5
Location:	Garage Bldg., Exterior South - White Window Glazing							
83	PL5598AI40B	40	0.231	8.7	87.4	3.9	NAD	NA/PS
Location:	Garage Bldg., Exterior East - White Window Glazing							
84	PL5598AI41A	41	---	---	---	---	NAD	NA
Location:	Garage Bldg., Room G - Brown Homosote Board							
85	PL5598AI41B	41	---	---	---	---	NAD	NA
Location:	Garage Bldg., Room F - Brown Homosote Board							
86	PL5598AI42A	42	---	---	---	---	Chrysotile 66.7	NA
Location:	Garage Bldg., Room A - White Furnace Gasket							
87	PL5598AI42B	42	---	---	---	---	NA/PS	NA
Location:	Garage Bldg., Room A - White Furnace Gasket							
88	PL5598AI42C	42	---	---	---	---	NA/PS	NA
Location:	Garage Bldg., Room A - White Furnace Gasket							
89	PL5598AI43A	43	0.118	64.4	10.2	25.4	NAD	NAD
Location:	Garage Bldg., Room G - Black Insulation Backing							
90	PL5598AI43B	43	0.159	71.7	6.3	22.0	NAD	NAD
Location:	Garage Bldg., Room G - Black Insulation Backing							
91	PL5598AI44A	44	0.345	96.5	0.9	2.6	NAD	NAD
Location:	Garage Bldg., Roof - Black Vapor Barrier							
92	PL5598AI44B	44	0.228	94.3	1.3	4.4	NAD	NAD
Location:	Garage Bldg., Roof - Black Vapor Barrier							
93	PL5598AI45A	45	0.202	97.5	1.0	1.5	NAD	NAD
Location:	Garage Bldg., Exterior - Black / Brown Siding Vapor Barrier							
94	PL5598AI45B	45	0.167	94.6	2.4	3.0	NAD	NAD
Location:	Garage Bldg., Exterior - Black / Brown Siding Vapor Barrier							
95	PL5598AI46A	46	0.201	75.1	1.0	23.9	NAD	NAD
Location:	Garage Bldg., SE Overhang Roof - Black Rolled Roofing							
96	PL5598AI46B	46	0.206	71.4	4.4	24.3	NAD	NAD
Location:	Garage Bldg., SE Overhang Roof - Black Rolled Roofing							

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results
 PL5598; Essex Co. Fish Hatchery; Crown Point, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
97	PL5598AI47A	47	0.274	50.7	12.4	36.9	NAD	NAD
Location:	Garage Blg., SE Overhang Roof - Black With Green Asphalt Shingle							
98	PL5598AI47B	47	0.244	55.3	5.7	38.9	NAD	NAD
Location:	Garage Blg., SE Overhang Roof - Black With Green Asphalt Shingle							
99	PL5598AI48A	48	0.358	12.6	79.1	8.4	NAD	NAD
Location:	Pole Barn Blg. - White Window Glazing							
100	PL5598AI48B	48	0.255	12.2	68.6	17.7	Chrysotile <0.25	Chrysotile 1.5
Location:	Pole Barn Blg. - White Window Glazing							
101	PL5598AI49A	49	0.404	30.9	46.0	23.0	NAD	NAD
Location:	Pole Barn Blg. - Black With White Asphalt Shingles							
102	PL5598AI49B	49	0.628	24.2	41.7	34.1	NAD	NAD
Location:	Pole Barn Blg. - Black With White Asphalt Shingles							
103	PL5598AI50A	50	0.174	94.3	1.7	4.0	NAD	NAD
Location:	Pole Barn Blg. - Black Vapor Barrier							
104	PL5598AI50B	50	0.254	94.9	2.4	2.8	NAD	NAD
Location:	Pole Barn Blg. - Black Vapor Barrier							
105	PL5598AI51A	51	0.271	87.1	3.3	9.6	NAD	NAD
Location:	New Building, Room B - Brown / Black Paper Backing On Insulation							
106	PL5598AI51B	51	0.199	91.5	6.0	2.5	NAD	NAD
Location:	New Building, Room B - Brown / Black Paper Backing On Insulation							
107	PL5598AI52A	52	----	----	----	----	NAD	NA
Location:	New Building, Room B - Off White / Yellow Boiler Gasket							
108	PL5598AI52B	52	----	----	----	----	NAD	NA
Location:	New Building, Room B - Off White / Yellow Boiler Gasket							
109	PL5598AI52C	52	----	----	----	----	NAD	NA
Location:	New Building, Room B - Off White / Yellow Boiler Gasket							
110	PL5598AI53A	53	0.120	95.0	1.7	3.3	NAD	NAD
Location:	New Building, Room A - White 2 X 4 Ceiling Tile							
111	PL5598AI53B	53	0.098	90.8	6.1	3.1	NAD	NAD
Location:	New Building, Room A - White 2 X 4 Ceiling Tile							
112	PL5598AI54A	54	----	----	----	----	NAD	NA
Location:	New Building, Room A - White Gypsum Board							

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results
 PL5598; Essex Co. Fish Hatchery; Crown Point, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
113	PL5598AI54B	54	---	---	---	---	NAD	NA
Location:	New Building, Room A - White Gypsum Board							
114	PL5598AI55A	55	---	---	---	---	NAD	NA
Location:	Old Building, Building Exterior - White Vapor Barrier							
115	PL5598AI55B	55	---	---	---	---	NAD	NA
Location:	Old Building, Building Exterior - White Vapor Barrier							
116	PL5598AI56A	56	---	---	---	---	NAD	NA
Location:	Old Building, Room A - Red / Brown Boiler Gasket							
117	PL5598AI56B	56	---	---	---	---	NAD	NA
Location:	Old Building, Room A - Red / Brown Boiler Gasket							
118	PL5598AI56C	56	---	---	---	---	NAD	NA
Location:	Old Building, Room A - Red / Brown Boiler Gasket							
119	PL5598AI57A	57	---	---	---	---	NAD	NA
Location:	Old Bldg., Room A - White Exhaust Flue Pipe Putty							
120	PL5598AI57B	57	---	---	---	---	NAD	NA
Location:	Old Bldg., Room A - White Exhaust Flue Pipe Putty							
121	PL5598AI58A	58	0.241	34.0	26.6	39.4	NAD	NAD
Location:	Residence Bldg., Room A - Brown Cove Base							
122	PL5598AI58B	58	0.197	35.0	27.9	37.1	NAD	NAD
Location:	Residence Bldg., Room A - Brown Cove Base							
123	PL5598AI59A	59	0.190	55.3	5.8	38.9	NAD	NAD
Location:	Residence Bldg., Room A - Brown Adhesive Associated With Brown Cove Base							
124	PL5598AI59B	59	0.181	24.9	38.1	37.0	NAD	NAD
Location:	Residence Bldg., Room A - Brown Adhesive Associated With Brown Cove Base							
125	PL5598AI60A	60	---	---	---	---	Chrysotile 20.0	NA
Location:	Old Bldg., Room B - White Cementitious Board							
126	PL5598AI60B	60	---	---	---	---	NA/PS	NA
Location:	Old Bldg., Room B - White Cementitious Board							
127	PL5598AI61A	61	0.187	96.3	1.6	2.1	NAD	NAD
Location:	Old Bldg., Room B - Black Vapor Barrier							
128	PL5598AI61B	61	0.093	92.5	3.2	4.3	NAD	NAD
Location:	Old Bldg., Room B - Black Vapor Barrier							

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results
 PL5598; Essex Co. Fish Hatchery; Crown Point, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
129	PL5598AI62A	62	0.288	12.8	73.6	12.0	Chrysotile <0.25	Chrysotile 1.5
Location:	Old Bldg., Exterior - White Window Glazing							
130	PL5598AI62B	62	0.314	12.4	45.5	42.0	Chrysotile <0.25	NA/PS
Location:	Old Bldg., Exterior - White Window Glazing							
131	PL5598AI63A	63	0.184	16.8	61.4	21.5	NAD	Chrysotile <1.0
Location:	Old Bldg., Building Exterior - White / Gray Penetration Putty							
132	PL5598AI63B	63	0.299	25.8	47.2	26.9	NAD	Chrysotile <1.0
Location:	Old Bldg., Building Exterior - White / Gray Penetration Putty							
133	PL5598AI64A	64	0.296	10.8	56.8	32.4	NAD	NAD
Location:	Bathroom / Feed Room, Building Exterior - White Window Glazing							
134	PL5598AI64B	64	0.160	10.0	77.5	12.5	NAD	NAD
Location:	Bathroom / Feed Room, Building Exterior - White Window Glazing							
135	PL5598AI65A	65	----	----	----	----	NAD	NA
Location:	Bathroom / Feed Room, Room E - Gray Cement Board							
136	PL5598AI65B	65	----	----	----	----	NAD	NA
Location:	Bathroom / Feed Room, Room E - Gray Cement Board							
137	PL5598AI66A	66	----	----	----	----	NAD	NA
Location:	Bathroom / Feed Room, Room E - Brown Cork Board							
138	PL5598AI66B	66	----	----	----	----	NAD	NA
Location:	Bathroom / Feed Room, Room E - Brown Cork Board							
139	PL5598AI67A	67	0.164	67.1	31.7	1.2	NAD	NAD
Location:	Bathroom / Feed Room, Room E - Black Door Gasket							
140	PL5598AI67B	67	0.152	69.7	27.6	2.6	NAD	NAD
Location:	Bathroom / Feed Room, Room E - Black Door Gasket							
141	PL5598AI67C	67	0.254	70.5	27.2	2.4	NAD	NAD
Location:	Bathroom / Feed Room, Room E - Black Door Gasket							
142	PL5598AI68A	68	----	----	----	----	NAD	NA
Location:	Bathroom / Feed Room, Room A - Brown Cork Insulation							
143	PL5598AI68B	68	----	----	----	----	NAD	NA
Location:	Bathroom / Feed Room, Room A - Brown Cork Insulation							
144	PL5598AI69A	69	0.216	29.6	20.4	42.6	Chrysotile 7.4	NA
Location:	Bathroom / Feed Room, Room B - Brown w/ White Streaks 9- By 9- Inch Floor Tile							

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results
 PL5598; Essex Co. Fish Hatchery; Crown Point, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
145	PL5598AI69B	69	0.197	26.9	16.8	56.3	NAP/PS	NA
Location:	Bathroom / Feed Room, Room C - Brown w/ White Streaks 9- By 9- Inch Floor Tile							
146	PL5598AI70A	70	0.122	37.7	36.9	25.4	NAD	NAD
Location:	Bathroom / Feed Room, Room B - Brown Mastic Associated w/ Brown w/ White Streaks FT							
147	PL5598AI70B	70	0.231	42.9	23.8	33.3	NAD	NAD
Location:	Bathroom / Feed Room, Room C - Brown Mastic Associated w/ Brown w/ White Streaks FT							
148	PL5598AI71A	71	----	----	----	----	NAD	NA
Location:	Bathroom / Feed Room, Room B - White Joint Compound							
149	PL5598AI71B	71	----	----	----	----	NAD	NA
Location:	Bathroom / Feed Room, Room D - White Joint Compound							
150	PL5598AI72A	72	----	----	----	----	NAD	NA
Location:	Bathroom / Feed Room, Room B - White Gypsum Board							
151	PL5598AI72B	72	----	----	----	----	NAD	NA
Location:	Bathroom / Feed Room, Room D - White Gypsum Board							
152	PL5598AI73A	73	0.274	15.7	29.2	55.1	NAD	NAD
Location:	Tool Shed Bldg., Exterior - North - White Window Glazing							
153	PL5598AI73B	73	0.249	21.3	30.1	48.6	NAD	NAD
Location:	Tool Shed Bldg., Exterior - North - White Window Glazing							
154	PL5598AI74A	74	0.257	85.2	9.7	5.1	NAD	NAD
Location:	Tool Shed Bldg., Roof - Black Asphalt Shingle							
155	PL5598AI74B	74	0.306	52.0	25.2	22.9	NAD	NAD
Location:	Tool Shed Bldg., Roof - Black Asphalt Shingle							
156	PL5598AI75A	75	0.269	95.2	2.2	2.6	NAD	NAD
Location:	Tool Shed Bldg., Roof - Black Vapor Barrier							
157	PL5598AI75B	75	0.338	74.6	24.6	0.9	NAD	NAD
Location:	Tool Shed Bldg., Roof - Black Vapor Barrier							
158	PL5598AI76A	76	----	----	----	----	NAD	NA
Location:	Tool Shed Bldg., Room A - Brown Homosote Board							
159	PL5598AI76B	76	----	----	----	----	NAD	NA
Location:	Tool Shed Bldg., Room A - Brown Homosote Board							
160	PL5598AI77A	77	0.241	96.3	1.2	2.5	NAD	NAD
Location:	Tool Shed Bldg., Room A - Black Vapor Barrier							

See Reporting notes on last page

Client Name: Atlantic Testing Laboratories, Limited

Table I

Summary of Bulk Asbestos Analysis Results

PL5598; Essex Co. Fish Hatchery; Crown Point, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
161	PL5598AI77B	77	0.255	96.1	2.4	1.6	NAD	NAD

Location: Tool Shed Bldg., Room A - Black Vapor Barrier

Analyzed by: Marik Peysakhov; Date Analyzed 1/3/2016

**Quantitative Analysis (Semi/Full): Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); NVLAP 200546-0, NYSDOH ELAP Lab 11480, AIHA Lab 102843.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogeneous materials).

Reviewed By: _____



ATLANTIC TESTING LABORATORIES

ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

14660

Albany
22 Corporate Drive
Clifton Park, NY 12065
518/383-9144 (T)
518/383-9166 (F)

Binghamton
126 Park Avenue
Binghamton, NY 13903
607/773-1812 (T)
607/773-1835 (F)

Canton
6431 U.S. Highway 11
Canton, NY 13617
315/286-4578 (T)
315/286-1012 (F)

Elmira
2330 Route 352
Elmira, NY 14903
607/737-0700 (T)
607/737-0714 (F)

Plattsburgh
130 Arizona Ave
Plattsburgh, NY 12903
518/563-5878 (T)
518/562-1321 (F)

Poughkeepsie
251 Upper North Road
Highland, NY 12528
845/691-6098 (T)
845/691-6099 (F)

Rochester
3445 Winton Place
Rochester, NY 14623
585/427-9020 (T)
585/427-9021 (F)

Syracuse
6085 Court Street Road
Syracuse, NY 13206
315/699-5281 (T)
315/699-3374 (F)

Utica
301 St. Anthony Street
Utica, NY 13501
315/735-3309 (T)
315/735-0742 (F)

Watertown
26581 NYS Route 283
Watertown, NY 13601
315/786-7887 (T)
315/786-2022 (F)

Project No.	Project Name	Date Collected	Laboratory Instructions	Report Distribution
PL55946	Essex Co. Fish Hatchery	12/23/15 Page 1 of 13	<input type="checkbox"/> 12hr <input type="checkbox"/> 24hr <input type="checkbox"/> 48hr <input type="checkbox"/> 72hr <input checked="" type="checkbox"/> 5day <input type="checkbox"/>	Send Reports To (ATL Office): ATL Contact: Send Copy To: Fax Results: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Project Contact: Project Location:	Ant Cross Crown Point, NY		<input checked="" type="checkbox"/> Positive Stop Analysis <input checked="" type="checkbox"/> If negative by PLM-NOB, analyze by TEM-NOB <input type="checkbox"/> Other	Plattsburgh Ant Cross aaron@plattstesting.com
Field Sample No.	Sample Location	Sample Description	Analysis Requested	Laboratory Sample ID No.
PL55946-01A	Residence Bldg, Room A	White Sink Cont	PLM X	
01B	Residence Bldg, Room A	White Sink Cont		
02A	Residence Bldg, Room A	White Linoleum	X	
02B	Residence Bldg, Room C	White Linoleum	X	
03A	Residence Bldg, Room A	Green Floor Tile	X	
03B	Residence Bldg, Room A	Green Floor Tile	X	
04A	Residence Bldg, Room A	Brown Vapor Barrier	X	
04B	Residence Bldg, Room A	Brown Vapor Barrier	X	
05A	Residence Bldg, Room A	Black Plastic	X	
05B	Residence Bldg, Room A	Black Plastic	X	
06A	Residence Bldg, Room A	White Gypsum	X	
06B	Residence Bldg, Room B	White Gypsum	X	
07A	Residence Bldg, Room B	White Joint compound	X	
Sampler's Name: Sampler's Signature:	Christian Fout Christian Fout	Date: Time:	Received at Laboratory (Name): Laboratory Signature:	Date: Time: Shipment Rec'd Intact <input type="checkbox"/> YES <input type="checkbox"/> NO
Samples Relinquished By:		Samples Received By:		
Name: Signature:	Christian Fout Christian Fout	Date: Time:	Name: Signature:	Date: Time:
Name: Signature:		Date: Time:	Name: Signature:	Date: Time:
Field and Laboratory Remarks:				


Think Quality

215123836
215123874

Distribution: White with Samples
Yellow to Laboratory
Pink to ATL Files



<u>Albany</u>	22 Corporate Drive Clifton Park, NY 12065	518/383-9444 (T) 518/383-9444 (T) 518/383-9666 (F)
<u>Binghamton</u>	126 Park Avenue Binghamton, NY 13903	607/773-1812 (T) 607/773-1815 (T) 607/773-0714 (F)
<u>Canton</u>	6431 U.S. Highway 11 Elmira, NY 13617	315/386-4578 (T) 315/386-4578 (F) 315/386-0112 (F)
<u>Elmira</u>	2330 Route 352 Elmira, NY 14903	607/737-0700 (T) 607/737-0701 (F) 607/737-0714 (F)
<u>Plattsburgh</u>	130 Arizona Ave Plattsburgh, NY 12903	518/562-5878 (T) 518/562-5878 (F) 518/562-1321 (F)
<u>Poughkeepsie</u>	251 Upper North Road Highland, NY 12528	845/691-6098 (T) 845/691-6098 (F) 845/691-6099 (F)
<u>Rochester</u>	3445 Winton Place Rochester, NY 14623	585/427-9021 (T) 585/427-9021 (F) 585/427-9021 (F)
<u>Syracuse</u>	6085 Court Street Road Syracuse, NY 13206	315/699-5281 (T) 315/699-5281 (F) 315/699-3374 (F)
<u>Utica</u>	301 St. Anthony Street Utica, NY 13501	315/735-3309 (T) 315/735-3309 (F) 315/735-0742 (F)
<u>Watertown</u>	26581 NYS Route 283 Watertown, NY 13601	315/786-7887 (T) 315/786-7887 (F) 315/786-2022 (F)

Project No.		Project Name		Date Collected		Laboratory Instructions		Report Distribution	
PL5948		Essex County Fish Hatchery		12/23/15 Page 2 of 13		Turn-Around- Time: <input type="checkbox"/> 12hr <input type="checkbox"/> 24hr <input type="checkbox"/> 48hr <input type="checkbox"/> 72hr <input checked="" type="checkbox"/> 5day <input type="checkbox"/>		Send Reports To (ATL Office): <u>Plattsburgh</u> ATL Contact: <u>Art Cross</u> Send Copy To: <u>amurislea@hanktesting.com</u> Fax Results: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Project Contact: Project Location:		Art Cross Crown Point, NY		Special Instructions:		Positive Stop Analysis <input checked="" type="checkbox"/> If negative by PLM-NOB, analyze by TEM-NOB <input type="checkbox"/> Other			
Field Sample No.	Sample Location			Sample Description			Analysis Requested		Laboratory Sample ID No.
				PLM	PLM- NOB	TEM- NOB	TEM- ONLY	MICRO -YAC	
PL5948A107B	Residence Bldg, Room B	White Joint Compound			<input checked="" type="checkbox"/>				
08A	Residence Bldg, Room B	Tan Seam Tape			<input checked="" type="checkbox"/>				
08B	Residence Bldg, Room D	Tan Seam Tape			<input checked="" type="checkbox"/>				
09A	Residence Bldg, Room A	White 4 inch Cove Base			<input checked="" type="checkbox"/>				
09B	Residence Bldg, Room C	White 4 inch Cove Base			<input checked="" type="checkbox"/>				
10A	Residence Bldg, Room A	Brown Mastic Assoc. w/ #09A			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
10B	Residence Bldg, Room C	Brown Mastic Assoc. w/ #09B			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
11A	Residence Bldg, Room A	Silver/Brown Insulation Jacket			<input checked="" type="checkbox"/>				
11B	Residence Bldg, Room A	Silver/Brown Insulation Jacket			<input checked="" type="checkbox"/>				
12A	Residence Bldg, Room D	Black Vapor Barrier			<input checked="" type="checkbox"/>				
12B	Residence Bldg, Room D	Black Vapor Barrier			<input checked="" type="checkbox"/>				
13A	Residence Bldg, Room E	Gray G-ast Assoc. w/ Fire Brick			<input checked="" type="checkbox"/>				
13B	Residence Bldg, Room E	Gray G-ast Assoc. w/ Fire Brick			<input checked="" type="checkbox"/>				
Sampler's Name:		Christian Fort		Date:	12/23/15		Received at Laboratory (Name):		Shipment Rec'd Intact
Sampler's Signature:		Christian Fort		Time:	0900		Laboratory Signature:		Date: Time:
Samples Relinquished By:									
Name:	Christian Fort			Date:	12/23/15		Samples Received By:		
Signature:	Christian Fort			Time:	1700		Name:	Joe Zuh	
Name:				Date:			Signature:		
Signature:				Time:			Name:		
Name:				Date:			Signature:		
Signature:				Time:			Name:		

Think Quality

Distribution: White with Samples
Yellow to Laboratory
Pink to ATL Files

~~215123836~~

215123874

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ENV-001A



ATLANTIC TESTING LABORATORIES

ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

14662

Albany
22 Corporate Drive
Clifton Park, NY 12065
518/383-9144 (T)
518/383-9166 (F)

Binghamton
126 Park Avenue
Binghamton, NY 13903
607/773-1812 (T)
607/773-1835 (F)

Canton
6431 U.S. Highway 11
Canton, NY 13617
315/386-4578 (T)
315/386-1012 (F)

Elmira
2330 Route 352
Elmira, NY 14903
607/737-0700 (T)
607/737-0714 (F)

Plattsburgh
130 Arizona Ave
Plattsburgh, NY 12903
518/562-1321 (F)
518/562-1321 (F)

Poughkeepsie
251 Upper North Road
Highland, NY 12528
845/691-6098 (T)
845/691-6099 (F)

Rochester
3445 Winton Place
Rochester, NY 14623
585/427-9020 (T)
585/427-9021 (F)

Syracuse
6085 Court Street Road
Syracuse, NY 13206
315/699-5281 (T)
315/699-3374 (F)

Utica
301 St. Anthony Street
Utica, NY 13501
315/735-3309 (T)
315/735-0742 (F)

Watertown
26581 NYS Route 283
Watertown, NY 13601
315/786-7887 (T)
315/786-2022 (F)

Project No.	Project Name	Date Collected	Laboratory Instructions			Report Distribution												
Field Sample No.	Sample Location	Turn-Around Time	<input type="checkbox"/> 12hr	<input type="checkbox"/> 24hr	<input type="checkbox"/> 48hr	<input type="checkbox"/> 72hr	Send Reports To (ATL Office)	ATL Contact	Send Copy To:	Fax Results:	Analysis Requested	PLM	PLM-NOB	TEM-NOB	TEM-ONLY	MICRO-VAC	Laboratory Sample ID No.	
PL55946	Essex County Fish Hatchery	12/23/15	Positive Stop Analysis				Plattsburgh			Ant Cross			amr1sciple@atlantictesting.com					
	Ant Cross	Page 3 of 13	<input checked="" type="checkbox"/> Positive Stop Analysis															
	Crowd Point, NY		<input checked="" type="checkbox"/> If negative by PLM-NOB, analyze by TEM-NOB															
			<input type="checkbox"/> Other															
PL55946A14A	Residence Bldg, Room F		Gray Great Assoc. w/ 6x6 CFT															
14B	Residence Bldg, Room E		Gray Great Assoc. w/ 6x6 CFT															
15A	Residence Bldg, Room F		White Great Assoc. w/ Teal+Black 4x4 CFT															
15B	Residence Bldg, Room F		White Great Assoc. w/ Teal+Black 4x4 CFT															
16A	Residence Bldg, Room F		Gray Master Assoc. w/ Teal+Black 4x4 CFT															
16B	Residence Bldg, Room F		Gray Master Assoc. w/ Teal+Black 4x4 CFT															
17A	Residence Bldg, Room F		White tub Gullk															
17B	Residence Bldg, Room F		White tub Gullk															
18A	Residence Bldg, Attic		Brown/Black Insulation Backing															
18B	Residence Bldg, Attic		Brown/Black Insulation Backing															
19A	Residence Bldg, Room F		Clear Slaves Gullk															
19B	Residence Bldg, Room F		Clear Slaves Gullk															
20A	Residence Bldg, Room F		Brown Vapor Barrier															
Sampler's Name:	Christian Faust	Date:	12/23/15				Received at Laboratory (Name):				Date:				Time:			
Sampler's Signature:	Christian Faust	Time:	0900				Laboratory Signature:				Date:				Time:			
Name:	Christian Faust	Date:	12/23/15				Samples Received By:				Name:				Date:			
Signature:	Christian Faust	Time:	1700				Signature:				Signature:				Time:			
Name:		Date:					Name:				Name:				Date:			
Signature:		Time:					Signature:				Signature:				Time:			

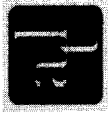
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2151238836

Distribution: White with Samples
Yellow to Laboratory
Pink to ATL Files

2151238874

ENV-001A
Asbestos Bulk Sample Chain-of-Custody Record rev 3: 07/09



ATLANTIC TESTING LABORATORIES

ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

14663

Albany
22 Corporate Drive
Clifton Park, NY 12065
518/383-9144 (T)
518/383-9166 (F)

Binghamton
126 Park Avenue
Binghamton, NY 13903
607/773-1812 (T)
607/773-1835 (F)

Canton
6431 U.S. Highway 11
Canton, NY 13617
315/386-4578 (T)
315/386-1012 (F)

Elmira
2330 Route 352
Elmira, NY 14903
607/737-0700 (T)
607/737-0714 (F)

Plattsburgh
130 Arizona Ave
Plattsburgh, NY 12903
518/563-5878 (T)
518/562-1321 (F)

Poughkeepsie
251 Upper North Road
Highland, NY 12528
845/691-6098 (T)
845/691-6099 (F)

Rochester
3445 Winson Place
Rochester, NY 14623
585/427-9020 (T)
585/427-9021 (F)

Syracuse
6083 Court Street Road
Syracuse, NY 13206
315/699-5281 (T)
315/699-3374 (F)

Utica
301 St. Anthony Street
Utica, NY 13501
315/735-3309 (T)
315/735-0742 (F)

Watertown
26581 NYS Route 283
Watertown, NY 13601
315/786-7887 (T)
315/786-2022 (F)

Project No.		Project Name		Date Collected		Laboratory Instructions				Report Distribution			
Project Contact:		Project Location:		Turn-Around Time:		Special Instructions:				Send Reports To (ATL Office):		Send Copy To:	
Field Sample No.		Sample Location		Time		Sample Description				Analysis Requested		Fax Results:	
										PLM NOB		PLM NOB	
										TEM-NOB		TEM-ONLY	
										MICRO-VAC			
										Date:		Time:	
										Shipment Rec'd Intact		YES NO	
PL55948		Essex County		12/23/15		Positive Stop Analysis				Send Reports To (ATL Office):		Send Copy To:	
Project Contact:		Project Location:		Page 4 of 13		Special Instructions:				ATL Contact:		Fax Results:	
Field Sample No.		Sample Location				Sample Description				Analysis Requested		Fax Results:	
PL55948-20B		Residence Bldg, Room F				Brown Vapor Barrier				PLM NOB		PLM NOB	
21A		Residence Bldg, Room F				Black Mastic				TEM-NOB		TEM-ONLY	
21B		Residence Bldg, Room F				Black Mastic				MICRO-VAC			
22A		Residence Bldg, Room F				Gray Mortar associated with white Hex EFF				PLM NOB		PLM NOB	
22B		Residence Bldg, Room F				Gray Mortar associated with white Hex EFF				TEM-NOB		TEM-ONLY	
23A		Residence Bldg, Room F				Gray TSI pipe insulation				MICRO-VAC			
23B		Residence Bldg, Room F				Gray TSI pipe insulation				PLM NOB		PLM NOB	
23C		Residence Bldg, Room F				Gray TSI pipe insulation				TEM-NOB		TEM-ONLY	
24A		Residence Bldg, Room F				Gray mudded Fittings				MICRO-VAC			
24B		Residence Bldg, Room F				Gray mudded Fittings				PLM NOB		PLM NOB	
24C		Residence Bldg, Room F				Gray mudded Fittings				TEM-NOB		TEM-ONLY	
25A		Residence Bldg, Room F				Silver/Brown TSI pipe jacket				MICRO-VAC			
25B		Residence Bldg, Room F				Silver/Brown TSI pipe jacket				PLM NOB		PLM NOB	
Sampler's Name:		Sampler's Signature:		Date:		Received at Laboratory (Name):				Date:		Time:	
Christian Faust		Christian Faust		12/23/15		Laboratory Signature:				Date:		Time:	
Name:		Signature:		Date:		Samples Received By:				Date:		Time:	
Christian Faust		Christian Faust		12/23/15		Name:				Date:		Time:	
Signature:		Signature:		Time:		Signature:				Date:		Time:	
Name:		Signature:		Date:		Name:				Date:		Time:	
Signature:		Signature:		Time:		Signature:				Date:		Time:	

Think Quality

Distribution: White with Samples
Yellow to Laboratory
Pink to ATL Files

2151238874



ATLANTIC TESTING LABORATORIES

ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

14664

Albany
22 Corporate Drive
Clifton Park, NY 12065
518/383-9144 (T)
518/383-9166 (F)

Binghamton
126 Park Avenue
Binghamton, NY 13903
607/773-1812 (T)
607/773-1835 (F)

Canton
6431 U.S. Highway 11
Canton, NY 13617
315/386-4578 (T)
315/386-1012 (F)

Elmira
2330 Route 352
Elmira, NY 14903
607/737-0700 (T)
607/737-0714 (F)

Plattsburgh
130 Arizona Ave
Plattsburgh, NY 12903
518/563-5878 (T)
518/562-1321 (F)

Poughkeepsie
251 Upper North Road
Highland, NY 12528
845/691-6098 (T)
845/691-6099 (F)

Rochester
3445 Winon Place
Rochester, NY 14623
585/427-9020 (T)
585/427-9021 (F)

Syracuse
6085 Court Street Road
Syracuse, NY 13206
315/699-5281 (T)
315/699-3374 (F)

Utica
301 St. Anthony Street
Utica, NY 13501
315/735-3309 (T)
315/735-0742 (F)

Watertown
26581 NYS Route 283
Watertown, NY 13601
315/786-7887 (T)
315/786-2022 (F)

Project No.	Project Name	Date Collected	Turn-Around Time	Laboratory Instructions	Report Distribution
PL5598	Essex County Fish Hatchery	12/23/15 Page 5 of 13	<input type="checkbox"/> 12hr <input type="checkbox"/> 24hr <input type="checkbox"/> 48hr <input type="checkbox"/> 72hr	<input checked="" type="checkbox"/> 5day	Send Reports To (ATL Office) ATL Contact: Send Copy To: Fax Results: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Project Contact: Project Location:	Art Cross Crownpoint, NY		Special Instructions: <input checked="" type="checkbox"/> Positive Stop Analysis <input checked="" type="checkbox"/> If negative by PLM-NOB, analyze by TEM-NOB <input type="checkbox"/> Other	Analysis Requested PLM-NOB TEM-NOB MICRO-VAC	Send Reports To (ATL Office) ATL Contact: Send Copy To: Fax Results: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Field Sample No.	Sample Location	Sample Description			Laboratory Sample ID No.
PL5598 AT 25C	Residence Bldg, Room I	Silver/Blown TSI Pipe Jacket			
26A	Residence Bldg, Room I	White Furnace Gasket			
26B	Residence Bldg, Room I	White Furnace Gasket			
26C	Residence Bldg, Room I	White Furnace Gasket			
27A	Residence Bldg, Room I	White Hot Water Heater Gasket			
27B	Residence Bldg, Room I	White Hot Water Heater Gasket			
27C	Residence Bldg, Room I	White Hot Water Heater Gasket			
29A	Residence Bldg, Room I	Black Homosite Board			
29B	Residence Bldg, Room I	Black Homosite Board			
30A	Residence Bldg, Room I	Gray Interior Window Glazing			
30B	Residence Bldg, Room I	Gray Interior Window Glazing			
31A	Residence Bldg, Exterior South	Off White Exterior Window Glazing			
31B	Residence Bldg, Exterior South	Off White Exterior Window Glazing			
Sampler's Name: Sampler's Signature:	Christian Ford Christian Ford	Date: Time:	Received at Laboratory (Name): Laboratory Signature:	Date: Time:	Shipment Rec'd Intact <input type="checkbox"/> YES <input type="checkbox"/> NO
Name: Signature:	Christian Ford Christian Ford	Date: Time:	Name: Signature:	Date: Time:	Field and Laboratory Remarks:

Distribution: White with Samples
Yellow to Laboratory
Pink to ATL Files

2151238856123874

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ATLANTIC TESTING LABORATORIES

ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

14665

Albany
22 Corporate Drive
Clifton Park, NY 12065
518/383-9144 (T)
518/383-9166 (F)

Binghamton
126 Park Avenue
Binghamton, NY 13903
607/773-1812 (T)
607/773-1835 (F)

Canton
6431 U.S. Highway 11
Canton, NY 13617
315/386-4578 (T)
315/386-1012 (F)

Elmira
2330 Route 352
Elmira, NY 14903
607/737-0700 (T)
607/737-0714 (F)

Plattsburgh
130 Arizona Ave
Plattsburgh, NY 12903
518/563-5878 (T)
518/562-1321 (F)

Poughkeepsie
251 Upper North Road
Highland, NY 12528
845/691-6098 (T)
845/691-6099 (F)

Rochester
3445 Winton Place
Rochester, NY 14623
585/427-9020 (T)
585/427-9021 (F)

Syracuse
6085 Court Street Road
Syracuse, NY 13206
315/699-5281 (T)
315/699-3374 (F)

Utica
301 St. Anthony Street
Utica, NY 13501
315/735-3309 (T)
315/735-0742 (F)

Watertown
26581 NYS Route 283
Watertown, NY 13601
315/786-7887 (T)
315/786-2022 (F)

Project No.		Project Name		Date Collected		Laboratory Instructions				Report Distribution			
PL55948		Essex County Fish Market		12/23/15		Turn-Around-Time: <input type="checkbox"/> 12hr <input type="checkbox"/> 24hr <input type="checkbox"/> 48hr <input type="checkbox"/> 72hr <input checked="" type="checkbox"/> 5day				Send Reports To (ATL Office): ATL Contact: <u>Art Cross</u>			
Project Contact:		Project Location:		Page 6 of 13		Special Instructions: <input checked="" type="checkbox"/> Positive Stop Analysis <input checked="" type="checkbox"/> If negative by PLM-NOB, analyze by TEM-NOB <input type="checkbox"/> Other				Send Copy To: Fax Results: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
Field Sample No.	Sample Location	Sample Description				PLM	PLM-NOB	TEM-NOB	TEM-ONLY	MICRO-VAC	Laboratory Sample ID No.		
PL55948-32A	Residence Bldg, exterior-south	Black Tar Foundation Coating											
32B	Residence Bldg, exterior-south	Black Tar Foundation Coating											
33A	Residence Bldg, exterior-west	Black siding vapor barrier				X		X					
33B	Residence Bldg, exterior-west	Black siding vapor barrier				X		X					
34A	Residence Bldg, exterior-north	Gray penetration putty											
34B	Residence Bldg, exterior-north	Gray penetration putty											
35A	Residence Bldg, Roof	Black valley Tar											
35B	Residence Bldg, Roof	Black valley Tar											
36A	Residence Bldg, Roof	Black with gray specks Asphalt shingle				X		X					
36B	Residence Bldg, Roof	Black with gray specks Asphalt shingle				X		X					
37A	Residence Bldg, Roof	Black with green specks Asphalt shingle				X		X					
37B	Residence Bldg, Roof	Black with green specks Asphalt shingle				X		X					
38A	Residence Bldg, Roof	Black vapor barrier				X		X					
Sampler's Name:	Christian Faust	Received at Laboratory (Name):				Date:		Time:		Shipment Rec'd Intact <input type="checkbox"/> YES <input type="checkbox"/> NO			
Sampler's Signature:	Christian Faust	Laboratory Signature:				Date:		Time:					
Samples Relinquished By:													
Name:	Christian Faust	Name:				Date:				Time:			
Signature:	Christian Faust	Signature:				Date:				Time:			
Name:		Name:				Date:				Time:			
Signature:		Signature:				Date:				Time:			

Distribution: White with Samples
Yellow to Laboratory
Pink to ATL Files

215123836

215 Think Quality



14666

Watertown
26581 NYS Route 283
Watertown, NY 13601
315/786-7887 (T)

Project No.		Project Name		Date Collected		Laboratory/Instructions			Report Distribution		
P155946		Essex County Fish Hatchery		12/23/15 Page 17 of 13		Turn-Around-Time: <input type="checkbox"/> 12hr <input type="checkbox"/> 24hr <input type="checkbox"/> 48hr <input type="checkbox"/> 72hr <input checked="" type="checkbox"/> 5day <input type="checkbox"/>			Send Reports To (ATL Office): ATL Contact: Send Copy To: Fax Results: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
						Plattsburgh Art Cross amerisrip@atl.net/kyling.com					
Project Contact: Project Location:		Art Cross Crown Point, NY									
Field Sample No.	Sample Location			Sample Description			Analysis Requested			Laboratory Sample ID No.	
P155946A	34B	Residence Bldg, Roof	Black Vapor Barrier				PLM	PLM-NOB	TEM-NOB	TEM-ONLY	MICRO-VAC
	39A	Residence Bldg, Exterior East	Off White Window Glazing				X				
	39B	Residence Bldg, Exterior East	Off White Window Glazing				X				
	40A	Garage Bldg, Exterior South	White Window Glazing				X				
	40B	Garage Bldg, Exterior East	White Window Glazing				X				
	41A	Garage Bldg, Room G	Brown Homosote Board				X				
	41B	Garage Bldg, Room F	Brown Homosote Board				X				
	42A	Garage Bldg, Room A	White Furnace Gasket				X				
	42B	Garage Bldg, Room A	White Furnace Gasket				X				
	42C	Garage Bldg, Room A	White Furnace Gasket				X				
	43A	Garage Bldg, Room G	Black Insulation Backing				X				
	43B	Garage Bldg, Room G	Black Insulation Backing				X				
	44A	Garage Bldg, Roof	Black Vapor Barrier				X				
Sampler's Name:		Christian Fout		Date: 12/23/15		Received at Laboratory (Name):			Date:		
Sampler's Signature:		Christian Fout		Time: 1000		Laboratory Signature:			Time:		
Name:		Christian Fout		Date: 12/23/15		Samples Received By:			Field and Laboratory Remarks:		
Signature:		Christian Fout		Time: 1700		Name:			Date: 12/23/15		
Name:				Date:		Signature:			Time: 1043		
Signature:				Time:		Name:			Date:		

Think Quality
216123874

~~215123836~~

Distribution: White with Samples
Yellow to Laboratory
Pink to ATL Files

pdrive:Forms\Environmental\FieldForms\Asbestos Bulk Sample Chain-of-Custody Record rev 3: 07/09



ATLANTIC TESTING LABORATORIES

ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

14667

Albany
22 Corporate Drive
Clifton Park, NY 12065
518/383-9144 (T)
518/383-9166 (F)

Canton
6431 U.S. Highway 11
Canton, NY 13617
315/386-4578 (T)
315/386-1012 (F)

Elmira
2330 Route 352
Elmira, NY 14903
607/737-0700 (T)
607/737-0714 (F)

Plattsburgh
130 Arizona Ave
Plattsburgh, NY 12903
518/563-5878 (T)
518/562-1321 (F)

Poughkeepsie
251 Upper North Road
Highland, NY 12528
845/691-6099 (T)
845/691-6099 (F)

Rochester
3445 Winton Place
Rochester, NY 14623
585/427-9020 (T)
585/427-9021 (F)

Syracuse
6085 Court Street Road
Syracuse, NY 13206
315/699-5281 (T)
315/699-3374 (F)

Utica
301 St. Anthony Street
Utica, NY 13501
315/735-3309 (T)
315/735-0742 (F)

Watertown
26581 NYS Route 283
Watertown, NY 13601
315/786-7887 (T)
315/786-2022 (F)

Project No.	Project Name	Date Collected	Turn-Around Time	Laboratory Instructions	Report Distribution			
PL5598	Essex County Fish Hatchery	12/23/15	<input type="checkbox"/> 12hr <input type="checkbox"/> 24hr <input type="checkbox"/> 48hr <input type="checkbox"/> 72hr	<input checked="" type="checkbox"/> Positive Stop Analysis <input checked="" type="checkbox"/> If negative by PLM-NOB, analyze by TEM-NOB <input type="checkbox"/> Other	Send Reports To: <u>Plattsburgh</u> ATL Contact: <u>Art Cross</u> Send Copy To: <u>Art Cross</u> Fax Results: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
Field Sample No.	Sample Location	Sample Description	PLM	PLM-NOB	TEM-NOB	TEM-ONLY	MICRO-VAC	Laboratory Sample ID No.
PL5598A-E 44B	Garage Bldg, Roof	Black Vapor Barrier	X					
45A	Garage Bldg, Exterior	Black/brown siding vapor barrier	X					
45B	Garage Bldg, Exterior	Black/brown siding vapor barrier	X					
46A	Garage Bldg, SE overhang roof	Black rolled roofing	X					
46B	Garage Bldg, SE overhang roof	Black rolled roofing	X					
47A	Garage Bldg, SE overhang roof	Black with green Asphalt shingle	X					
47B	Garage Bldg, SE overhang roof	Black with green Asphalt shingle	X					
48A	Pole Barn Bldg	White window glazing	X					
48B	Pole Barn Bldg	White window glazing	X					
49A	Pole Barn Bldg	Black with white Asphalt shingles	X					
49B	Pole Barn Bldg	Black with white Asphalt shingles	X					
50A	Pole Barn Bldg	Black vapor barrier	X					
50B	Pole Barn Bldg	Black vapor barrier	X					
Sampler's Name:	Christian Ford	Date:	12/23/15	Received at Laboratory (Name):	Date:			Shipment Rec'd Intact
Sampler's Signature:	Christian Ford	Time:	1000	Laboratory Signature:	Time:			<input type="checkbox"/> YES <input type="checkbox"/> NO
Samples Relinquished By:								
Name:	Christian Ford	Date:	12/23/15	Samples Received By:				
Signature:	Christian Ford	Time:	700	Name:	Date:	12/23/15	Field and Laboratory Remarks:	
Name:		Date:		Signature:	Time:	1043		
Signature:		Time:		Name:	Date:			
Signature:		Time:		Signature:	Time:			

Distribution: White with Samples
Yellow to Laboratory
Pink to ATL Files

215128836

2 Think Quality 4



14668

Watertown
26581 NYS Route 283
Watertown, NY 13601
315/786-7887 (T)

Project No.		Project Name		Date Collected		Laboratory Instructions			Report Distribution				
Project Contact:		Project Location:		Turn-Around Time:		Special Instructions:			Send Reports To (ATL Office):				
Project Location:		Sample Location		Date		Sample Description			ATL Contact:				
Field Sample No.		Sample Location		Date		Sample Description			Send Copy To:				
PL5598	Essex County	12/23/15	12/23/15	12hr	24hr	48hr	72hr	Positive Stop Analysis	PLM-NOB	TEM-NOB	TEM-ONLY	MICRO-VAC	Laboratory Sample ID No.
PL5598	Fish Hatchery	9/13	9/13	5day				If negative by PLM-NOB, analyze by TEM-NOB					
PL5598	Ant Cross							Other					
PL5598	Crown Point, NY												
PL5598	51A New Building, Room B												
51B New Building, Room B													
51A New Building, Room B													
51B New Building, Room B													
51C New Building, Room B													
51A New Building, Room A													
51B New Building, Room A													
51A New Building, Room A													
51B New Building, Room A													
51A New Building, Room A													
51B New Building, Room A													
51A New Building, Room A													
51B New Building, Room A													
51A New Building, Room A													
51B New Building, Room A													
51A New Building, Room A													
51B New Building, Room A													
51A New Building, Room A													
51B New Building, Room A													
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51A New Building, Room A													
51B New Building, Room A													
51A New Building, Room A													
51B New Building, Room A													
51A New Building, Room A													
51B New Building, Room A													

Think Quality 215 238 74

~~215123836~~

Distribution: White with Samples
Yellow to Laboratory
Pink to ATL Files

drive:Forms\Environmental\FieldForms\Asbestos Bulk Sample Chain-of-Custody Record rev 3: 07/09 ENV-001A



ATLANTIC TESTING LABORATORIES

ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

14669

Albany
22 Corporate Drive
Clifton Park, NY 12065
518/383-9144 (T)
518/383-9166 (F)

Binghamton
126 Park Avenue
Binghamton, NY 13903
607/773-1812 (T)
607/773-1835 (F)

Canton
6431 U.S. Highway 11
Canton, NY 13617
315/386-4578 (T)
315/386-1012 (F)

Elmira
2330 Route 352
Elmira, NY 14903
607/737-0700 (T)
607/737-0714 (F)

Plattsburgh
130 Arizona Ave
Plattsburgh, NY 12903
518/563-5878 (T)
518/562-1321 (F)

Poughkeepsie
251 Upper North Road
Highland, NY 12528
845/691-6098 (T)
845/691-6099 (F)

Rochester
3445 Winton Place
Rochester, NY 14623
585/427-9020 (T)
585/427-9021 (F)

Syracuse
6085 Court Street Road
Syracuse, NY 13206
315/699-5281 (T)
315/699-3374 (F)

Utica
301 St. Anthony Street
Utica, NY 13501
315/735-3309 (T)
315/735-0742 (F)

Watertown
26581 NYS Route 283
Watertown, NY 13601
315/786-7887 (T)
315/786-2022 (F)

Project No.		Project Name		Date Collected		Laboratory Instructions				Report Distribution			
PL5598		Essex County		12/23/15		Turn-Around-Time: <input type="checkbox"/> 12hr <input type="checkbox"/> 24hr <input type="checkbox"/> 48hr <input type="checkbox"/> 72hr <input checked="" type="checkbox"/> 5day <input type="checkbox"/>				Send Reports To (ATL Office): ATL Contact: Art Cross Send Copy To: amuriscip@ahtesting.com Fax Results: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
Project Contact:		Fish Hatchery		Page 10 of 13		Special Instructions: <input checked="" type="checkbox"/> Positive Stop Analysis <input checked="" type="checkbox"/> If negative by PLM-NOB, analyze by TEM-NOB <input type="checkbox"/> Other				Analysis Requested			
Project Location:		Art Cross								PLM-NOB			
Field Sample No.		Sample Location				Sample Description				PLM-NOB			
PL5598-AE-56C		old Bldg, Room A				Red/Brown Boiler gasket				X			
57A		old Bldg, Room A				white exhaust flue pipe putty				X			
57B		old Bldg, Room A				white exhaust flue pipe putty				X			
58A		Residence Bldg, Room A				Brown Cave base				X			
58B		Residence Bldg, Room A				Brown Cave base				X			
59A		Residence Bldg, Room A				Brown Adhesive associated with Brown Cave base				X			
59B		Residence Bldg, Room A				Brown Adhesive associated with Brown Cave base				X			
60A		old Bldg, Room B				white Cementitious Board				X			
60B		old Bldg, Room B				white Cementitious Board				X			
61A		old Bldg, Room B				Black Vapor Barrier				X			
61B		old Bldg, Room B				Black Vapor Barrier				X			
62A		old Bldg, exterior				white window glazing				X			
62B		old Bldg, exterior				white window glazing				X			
Sampler's Name:		Christian Faust		Date: 12/23/12		Received at Laboratory (Name):				Date: Time:			
Sampler's Signature:		Christian Faust		Time: 1100		Laboratory Signature:				Date: Time:			
Name:		Christian Faust		Date: 12/23/15		Samples Received By:				Date: 12/28/15			
Signature:		Christian Faust		Time: 1100		Name: Joe				Time: 1043			
Name:				Date:		Name:				Date:			
Signature:				Time:		Signature:				Time:			

Distribution: White with Samples
Yellow to Laboratory
Pink to ATL Files

215123836

215123836



ATLANTIC TESTING LABORATORIES

ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

14687

Albany
22 Corporate Drive
Clifton Park, NY 12065
518/383-9144 (T)
518/383-9166 (F)

Canton
6431 U.S. Highway 11
Canton, NY 13617
518/386-4578 (T)
518/386-1012 (F)

Elmira
2330 Route 352
Elmira, NY 14903
607/737-0700 (T)
607/737-0714 (F)

Plattsburgh
130 Arizona Ave
Plattsburgh, NY 12903
518/563-3878 (T)
518/562-1321 (F)

Poughkeepsie
251 Upper North Road
Highland, NY 12528
845/691-6098 (T)
845/691-6099 (F)

Rochester
3445 Winton Place
Rochester, NY 14623
585/427-9020 (T)
585/427-9021 (F)

Syracuse
6085 Court Street Road
Syracuse, NY 13206
315/699-5281 (T)
315/699-3374 (F)

Utica
301 St. Anthony Street
Utica, NY 13501
315/735-3309 (T)
315/735-0742 (F)

Watertown
26581 NYS Route 283
Watertown, NY 13601
315/786-7887 (T)
315/786-2022 (F)

Project No.	Project Name	Date Collected	Turn-Around Time	Laboratory Instructions	Report Distribution			
PL55948	Essex County Fish Hatchery	12/23/15	12hr <input type="checkbox"/> 24hr <input type="checkbox"/> 48hr <input type="checkbox"/> 72hr <input type="checkbox"/>	<input checked="" type="checkbox"/> 5day <input type="checkbox"/>	Plattsburgh			
Project Contact:	Art Cross			<input checked="" type="checkbox"/> Positive Stop Analysis	Art Cross			
Project Location:	Crown Point, NY			<input checked="" type="checkbox"/> If negative by PLM-NOB, analyze by TEM-NOB	americaplanthatchery.com			
Field Sample No.	Sample Location	Sample Description	PLM	PLM-NOB	TEM-NOB	TEM-ONLY	MICRO-VAC	Laboratory Sample ID No.
PL55948A1 63A	Old Bldg, Building Exterior	White/Gray Penetration Putty		X	X			
63B	Old Bldg, Building Exterior	White/Gray Penetration Putty		X	X			
64A	Bath Room/Feed Room, Building Exterior	White Window Glazing	X					
64B	Bath Room/Feed Room, Building Exterior	White Window Glazing	X					
65A	Bath Room/Feed Room, Room E	Gray Cement Board	X					
65B	Bath Room/Feed Room, Room E	Gray Cement Board	X					
66A	Bath Room/Feed Room, Room E	Brown Cork Board	X					
66B	Bath Room/Feed Room, Room E	Brown Cork Board	X					
67A	Bath Room/Feed Room, Room E	Black Pear Gasket	X					
67B	Bath Room/Feed Room, Room E	Black Pear Gasket	X					
67C	Bath Room/Feed Room, Room E	Black Pear Gasket	X					
68A	Bath Room/Feed Room, Room A	Brown Cork Insulation	X					
68B	Bath Room/Feed Room, Room A	Brown Cork Insulation	X					
Sampler's Name:	Christian Faust	Date:	12/23/15	Received at Laboratory (Name):		Date:		Shipment Rec'd Intact
Sampler's Signature:	Christian Faust	Time:	1100	Laboratory Signature:		Time:		<input type="checkbox"/> YES <input type="checkbox"/> NO
Samples Relinquished By:								
Name:	Christian Faust	Date:	12/23/15	Samples Received By:				
Signature:	Christian Faust	Time:	1700	Name:	Joe	Date:	12/23/15	Field and Laboratory Remarks:
Name:		Date:		Signature:		Time:	1043	
Signature:		Time:		Name:		Date:		
Signature:		Time:		Signature:		Time:		

Distribution: White with Samples
Yellow to Laboratory
Pink to ATL Files

215123886

Think Safe 874



ATLANTIC TESTING LABORATORIES

ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

14688

Albany
22 Corporate Drive
Clifton Park, NY 12065
518/383-9144 (T)
518/383-9166 (F)

Binghamton
126 Park Avenue
Binghamton, NY 13903
607/773-1812 (T)
607/773-1835 (F)

Canton
6431 U.S. Highway 11
Canton, NY 13617
315/386-4578 (T)
315/386-1012 (F)

Elmira
2330 Route 352
Elmira, NY 14903
607/737-0700 (T)
607/737-0714 (F)

Plattsburgh
130 Arizona Ave
Plattsburgh, NY 12903
518/563-3878 (T)
518/562-1321 (F)

Poughkeepsie
251 Upper North Road
Highland, NY 12528
845/691-6098 (T)
845/691-6099 (F)

Rochester
3445 Winton Place
Rochester, NY 14623
585/427-9020 (T)
585/427-9021 (F)

Syracuse
6085 Court Street Road
Syracuse, NY 13206
315/699-5281 (T)
315/699-3374 (F)

Utica
301 St. Anthony Street
Utica, NY 13501
315/735-3309 (T)
315/735-0742 (F)

Watertown
26581 NYS Route 283
Watertown, NY 13601
315/786-7887 (T)
315/786-2022 (F)

Project No.	Project Name	Date Collected	Turn-Around Time	Laboratory Instructions	Report Distribution
PL5598	Essex County Fish Hatchery	12/23/15	12hr <input type="checkbox"/> 24hr <input type="checkbox"/> 48hr <input type="checkbox"/> 72hr <input type="checkbox"/>	<input checked="" type="checkbox"/> Positive Stop Analysis <input checked="" type="checkbox"/> If negative by PLM-NOB, analyze by TEM-NOB <input type="checkbox"/> Other	Send Reports To (ATL Office): <u>Plattsburgh</u> ATL Contact: <u>Art Cross</u> Send Copy To: <u>amris@atltesting.com</u> Fax Results: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Project Contact:	Art Cross				
Project Location:	Crown Point, NY				
Field Sample No.	Sample Location			Sample Description	Analysis Requested PLM-NOB TEM-NOB TEM-ONLY MICRO-VAC Laboratory Sample ID No.
PL5598A	Bathroom/Feedroom, Room B			Brown w/white streaks 9-by 9-inch Floor Tile	<input checked="" type="checkbox"/>
69B	Bathroom/Feedroom, Room C			Brown w/white streaks 9-by 9-inch Floor Tile	<input checked="" type="checkbox"/>
70A	Bathroom/Feedroom, Room B			Brown plastic associated w/ Brown w/white streaks FT	<input checked="" type="checkbox"/>
70B	Bathroom/Feedroom, Room C			Brown plastic associated w/ Brown w/white streaks FT	<input checked="" type="checkbox"/>
71A	Bathroom/Feedroom, Room B			White joint compound	<input checked="" type="checkbox"/>
71B	Bathroom/Feedroom, Room D			White joint compound	<input checked="" type="checkbox"/>
72A	Bathroom/Feedroom, Room B			White gypsum board	<input checked="" type="checkbox"/>
72B	Bathroom/Feedroom, Room D			White gypsum board	<input checked="" type="checkbox"/>
73A	Toolshed Bldg, exterior-North			White window glazing	<input checked="" type="checkbox"/>
73B	Toolshed Bldg, exterior-North			White window glazing	<input checked="" type="checkbox"/>
74A	Toolshed Bldg, Roof			Black Asphalt shingle	<input checked="" type="checkbox"/>
74B	Toolshed Bldg, Roof			Black Asphalt shingle	<input checked="" type="checkbox"/>
75A	Toolshed Bldg, Roof			Black vapor barrier	<input checked="" type="checkbox"/>
Sampler's Name:	Christian Fout	Date: 12/23/15		Received at Laboratory (Name):	Shipment Rec'd Intact <input type="checkbox"/> YES <input type="checkbox"/> NO
Sampler's Signature:	Christian Fout	Time: 1100		Laboratory Signature:	Date: Time:
Name:	Christian Fout	Date: 12/23/15	Name:	Samples Received By:	Field and Laboratory Remarks:
Signature:	Christian Fout	Time: 1700	Signature:		
Name:		Date:	Name:		
Signature:		Time:	Signature:		

Distribution:
White with Samples
Yellow to Laboratory
Pink to ATL Files

215123896

213123874



ATLANTIC TESTING LABORATORIES

ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

14689

Albany
22 Corporate Drive
Clifton Park, NY 12065
518/383-9144 (T)
518/383-9166 (F)

Binghamton
126 Park Avenue
Binghamton, NY 13903
607/773-1812 (T)
607/773-1835 (F)

Canton
6431 U.S. Highway 11
Canton, NY 13617
315/386-4578 (T)
315/386-1012 (F)

Plattsburgh
130 Arizona Ave
Plattsburgh, NY 12903
518/563-5878 (T)
518/562-1321 (F)

Poughkeepsie
251 Upper North Road
Highland, NY 12528
845/691-6098 (T)
845/691-6099 (F)

Rochester
3445 Winton Place
Rochester, NY 14623
585/427-9020 (T)
585/427-9021 (F)

Syracuse
6085 Court Street Road
Syracuse, NY 13206
315/699-5281 (T)
315/699-3374 (F)

Utica
301 St. Anthony Street
Utica, NY 13501
315/735-3309 (T)
315/735-0742 (F)

Watertown
26581 NYS Route 283
Watertown, NY 13601
315/786-7887 (T)
315/786-2022 (F)

Project No.		Project Name		Date Collected		Laboratory Instructions		Report Distribution	
Project No.		Project Name		Date Collected		Laboratory Instructions		Report Distribution	
PL5594		Essex County Fish Hatchery		12/23/15		Turn-Around-Time: 13 of 13		Send Reports To (ATL Office): Plattsburgh	
Project Contact: Art Cross		Project Location: Crown Point, NY		Special Instructions: Positive Stop Analysis		Analysis Requested: PLM-NOB, TEM-NOB, MICRO-VAC		Send Copy To: amurisp@atlantictesting.com	
Field Sample No.		Sample Location		Sample Description		Analysis Requested		Fax Results: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
PL5594A-E 75B		Tool shed Bldg, Roof		Black Vapor Barrier		PLM-NOB			
76A		Tool shed Bldg, Room A		Brown Tarmentose Board		PLM-NOB			
76B		Tool shed Bldg, Room A		Brown Tarmentose Board		PLM-NOB			
77A		Tool shed Bldg, Room A		Black Vapor Barrier		PLM-NOB			
77B		Tool shed Bldg, Room A		Black Vapor Barrier		PLM-NOB			
				Christina Faust					
				12/23/15					
Sampler's Name: Christina Faust		Date: 12/23/15		Received at Laboratory (Name):		Date:		Shipment Rec'd Intact	
Sampler's Signature: Christina Faust		Time: 1100		Laboratory Signature:		Time:		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Name: Christina Faust		Date: 12/23/15		Samples Received By: Joe A.		Date: 12/28/15		Field and Laboratory Remarks:	
Signature: Christina Faust		Time: 1700		Signature:		Time: 1043			
Name:		Date:		Name:		Date:			
Signature:		Time:		Signature:		Time:			

215123836

Thermal 874

Distribution: White with Samples
Yellow to Laboratory
Pink to ATL Files

Pace Analytical e-Report

Report prepared for:

ATLANTIC TESTING LABORATORIES, LTD
22 CORPORATE DR
CLIFTON PARK, NY 12065
CONTACT: ART CROSS

Project ID: FISH HATCHERY PL5598

Sampling Date(s): December 23, 2015

Lab Report ID: 15120645

Client Service Contact: Chelsea Farmer (518) 346-4592 ext. 3843

Analysis Included:

PCB Analysis

Test results meet all National Environmental Laboratory Accreditation Conference (NELAC) requirements unless noted in the case narrative. The results contained within this document relate only to the samples included in this report. Pace Analytical is responsible only for the certified testing and is not directly responsible for the integrity of the sample before laboratory receipt. This report shall not be reproduced, except in full, without the written consent of Pace Analytical Services, Inc.



Roy Smith
Technical Director



Certifications: New York (EPA: NY00906, ELAP: 11078), New Jersey (NY026), Connecticut (PH-0337),
Massachusetts (M-NY906), Virginia (1884)

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Section 3: SAMPLE CHAIN OF CUSTODY	8
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1

2

3

4

5

6

CASE NARRATIVE

January 11, 2016

CASE NARRATIVE

This data package (SDG ID: 15120645) consists of 2 solid samples received on 12/24/2015. The samples are from Project Name: FISH HATCHERY PL5598.

This sample delivery group consists of the following samples:

<u>Lab Sample ID</u>	<u>Client ID</u>	<u>Collection Date</u>
AS40736	PL5598PI01	12/23/2015 11:45
AS40737	PL5598PI02	12/23/2015 11:50

Sample Delivery and Receipt Conditions

- (1.) All samples were delivered to the laboratory via FEDEX delivery service on 12/24/2015.
- (2.) All samples were received at the laboratory intact and within holding times.
- (3.) All samples were received at the laboratory properly preserved, if applicable.

PCB Aroclor Analysis

Analysis for PCB Aroclors was performed by method SW-846 8082A. Samples were extracted by Soxhlet Extraction Method (EPA - Method 3540C). The following technical and administrative items were noted for the analysis:

- (1.) The surrogates DCBP and TCMX were diluted out for (LAB ID: AS40736) due to matrix interference in the sample. Please see associated certificate of analysis for details.

Respectfully submitted,



Nicole D. Johnson
Project Manager

QUALIFIERS

Definitions

B - Denotes analyte observed in associated method blank or extraction blank. Analyte concentration should be considered as estimated.

D - Surrogate was diluted. The analysis of the sample required a dilution such that the surrogate concentration was diluted outside the laboratory acceptance criteria.

E - Denotes analyte concentration exceeded calibration range of instrument. Sample could not be reanalyzed at secondary dilution due to insufficient sample amount, quick turn-around request, sample matrix interference or hold time excursion. Concentration result should be considered as estimated.

J - Denotes an estimated concentration. The concentration result is greater than or equal to the Method Detection Limit (MDL) but less than the Practical Quantitation Limit (PQL).

MDL – Adjusted Method Detection Limit.

P - Indicates relative percent difference (RPD) between primary and secondary gas chromatograph (GC) column analysis exceeds 40 % or indicates percent difference (PD) between primary and secondary gas chromatograph (GC) column analysis exceeds 25 %.

PQL – Practical Quantitation Limit. PQLs are adjusted for sample weight/volume and dilution factors.

RL - Reporting Limit Denotes lowest analyte concentration reportable for the sample based on regulatory or project specific limits.

U - Denotes analyte not detected at concentration greater than the Practical Quantitation Limit (PQL) or the Reporting Limit (RL) or the Method Detection Limit (MDL) as applicable.

Z - Chromatographic interference due to polychlorinated biphenyl (PCB) co-elution.

* - Value not within control limits.

SAMPLE CHAIN OF CUSTODY



ATLANTIC TESTING LABORATORIES

Environmental Chain-Of-Custody Record

No 10004

Albany

22 Corporate Drive
Clifton Park, NY 12065
518/383-9144 (T)
518/383-9166 (F)

Binghamton

126 Park Avenue
Binghamton, NY 13903
607/773-1812 (T)
607/773-1835 (F)

Canton

6431 U.S. Highway 11
Canton, NY 13617
315/386-4578 (T)
315/386-1012 (F)

Elmira

2330 Route 352
Elmira, NY 14903
607/737-0700 (T)
607/737-0714 (F)

Plattsburgh

130 Arizona Ave
Plattsburgh, NY 12903
518/563-5878 (T)
518/562-1321 (F)

Poughkeepsie

251 Upper North Road
Highland, NY 12528
845/691-6098 (T)
845/691-6099 (F)

Rochester

3445 Winton Place
Rochester, NY 14623
585/427-9020 (T)
585/427-9021 (F)

Syracuse

6085 Court Street Road
Syracuse, NY 13206
315/699-5281 (T)
315/699-3374 (F)

Utica

301 St. Anthony Street
Utica, NY 13501
315/735-3309 (T)
315/735-0742 (F)

Watertown

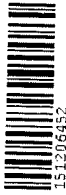
26581 NYS Route 283
Watertown, NY 13601
315/786-7887 (T)
315/786-2022 (F)

Project No.		Client Name		QA/QC Code		Parameters		Report Distribution	
Project Name		Sample Location		Project Location		Sample Type		Sample ID No.	
PL5598	Essex County DPW	Art Cross		Crown Point NY		3*		A540736	
12/23/15 1145	PL5598 P101	Residence - E		6,50L		3*		A540737	
12/23/15 1150	PL5598 P102	Residence - E		6,50L		3*		A540737	
Custody Seal: X = Intact									
Dates Required: 2-Week									
Send Report To: Atlantic Testing, Inc.									
E-mail Results: YES NO									
Notes: Composite									
Laboratory Sample ID No.									
Shipments Rec'd Intact?									
Date: Time: YES NO									
Laboratory Remarks									
Sample Type Code Key:									
Description Matrix									
C Composite Drinking Water									
G Grab Groundwater									
Q QA/QC Oil									
O Other Soil									
SL Sludge									
WW Wastewater									
Name: Tom Farley									
Signature: Tom Farley									
Date: 12/23/15									
Time: 1700									
Name: Fed et									
Signature: Fed et									
Date: 12/23/15									
Time: 18:30									

Think Quality

Distribution: White with Samples
Yellow to Laboratory
Pink to ATL Files

ENV-001B
pdvire:Forms\Environmental\OfficeForms\Environmental Chain-Of-Custody Record rev 3: 02/14



Sample Condition Upon Receipt

CLIENT NAME: ATL
PROJECT: PL 5598

COURIER: FedEx ☒ UPS ☐ Client ☐

TRACKING # 28288629598

PACKING MATERIAL: Bubble Wrap ☒

THERMOMETER USED: #164 ☐ IR Gun 03X ☒

BIOLOGICAL TISSUE IS FROZEN: Yes ☐ No ☐

Pace ☐ Other ☐

CUSTODY SEAL PRESENT: Yes ☐ No ☒

Bubble Bags ☐ None ☒

#122087967 ☐

N/A ☒

INTACT: Yes ☐ No ☐

ICE USED: Wet ☒ Blue ☐ None ☐

COOLER TEMPERATURE (°C): 1.7

Temp should be above freezing to 6°C

COMMENTS:

Temperature is Acceptable? ☒ Yes ☐ No

Chain of Custody Present:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Chain of Custody Filled Out:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Chain of Custody Relinquished:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Sampler Name / Signature on COC:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Samples Arrived within Hold Time:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Short Hold Time Analysis (<72hr):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Rush Turn Around Time Requested:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Sufficient Volume:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Correct Containers Used:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
- Pace Containers Used:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Containers Intact:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Filtered volume received for Dissolved tests:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Sample Labels match COC:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
- Includes date/time/ID/Analysis	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All containers needing preservation have been checked:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
All containers needing preservation are in compliance with EPA recommendation:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
- Exceptions that are not checked: TOC, VOA, Subcontract Analyses	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Headspace in VOA Vials (>6mm):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Trip Blank Present:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Trip Blank Custody Seals Present:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Pace Trip Blank Lot #: <u>N/A</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Sample Receipt form filled in: AJB 12/26/15

Line-Out (Includes Copying Shipping Documents and verifying sample pH):

Log In (Includes notifying PM of any discrepancies and documenting in LIMS):

Labeling (Includes Scanning Bottles and entering LAB IDs into pH logbook):

AJB 12/26/15

AJB 12/26/15

AJB 12/26/15

SAMPLE RECEIPT



SAMPLE RECEIPT REPORT

15120645

Pace Analytical Services, Inc.
2190 Technology Drive
Schenectady, NY 12308
Phone: 518.346.4592
Fax: 518.381.6055

CLIENT: ATLANTIC TESTING LABORATORIES, LTD
PROJECT: FISH HATCHERY PL5598
LRF: 15120645
REPORT: ANALYTICAL REPORT
EDD: YES
LRF TAT: 2 WEEK

RECEIVED DATE: 12/24/2015 12:30
SHIPPED VIA: FEDEX
SHIPPING ID: 7752 8862 9599
NUMBER OF COOLERS: 1
CUSTODY SEAL INTACT: NA
COOLER STATUS: CHILLED
TEMPERATURE(S): 5.7 (IR) °C
SAMPLE SEALS INTACT: NA
SAMPLES PRESERVED PER METHOD GUIDANCE: YES
SAMPLES REC'D IN HOLDTIME: YES
DISPOSAL: BY LAB (45 DAYS)
COC DISCREPANCY: NO

COMMENTS:

COC SATURATED UPON ARRIVAL.

LIMITED SAMPLE VOLUME PROVIDED.

TWO OF THREE CONTAINERS FOR SAMPLE "PL5598PI01" AND ONE OF THREE CONTAINERS FOR SAMPLE "PL5598PI02" WERE RECEIVED WATERLOGGED.

CLIENT ID (LAB ID)	TAT-DUE Date ⁴	DATE-TIME SAMPLED	MATRIX	METHOD	TEST DESCRIPTION	QC REQUEST
PL5598PI01 (AS40736)	2 WEEK 01-11-16	12/23/2015 11:45	Solid	EPA 8082A	PCB Analysis	
PL5598PI02 (AS40737)	2 WEEK 01-11-16	12/23/2015 11:50	Solid	EPA 8082A	PCB Analysis	

¹The pH preservation check of Oil and Grease (Method 1664) and Total Organic Carbon (Method 5310B) are performed as soon as possible after sample receipt and may not be included in this report.

²The pH preservation check of aqueous volatile samples is not performed until after the analysis of the sample to maintain zero headspace and is not included in this report.

³Samples received for pH analysis are not marked as a hold time exceedance here. SW-846 methods suggests analysis to be done within 15 minutes of sample collection. Because of transportation time it is not possible for the laboratory to perform the test in that time. Sample Certificates of Analysis reports are noted as such.

⁴Samples arriving at the laboratory after 4:00 pm are assigned a due date as if they arrived the following business day unless other arrangements have been made.

The due date represents the date the lab report is expected to be completed on or before 5:00 pm (EST) for the date specified.

⁵All samples which require thermal preservation shall be considered acceptable when received greater than 6 degrees Celsius if they are collected on the same day as received and there is evidence that the chilling process has begun, such as arrival on ice. Control limits are between 0-6 Degrees Celsius. Control limits do not apply for metals analysis.

⁶Samples requesting analysis for Orthophosphate (SM 4500-P E-99,-11) require the samples to be filtered in the field within 15 minutes of the sampling event. Samples that are received unfiltered will be noted as not method compliant on the Certificates of Analysis.

Reporting Parameters and Lists

EPA 8082A - PCB Analysis - (ug/g)

Aroclor 1016
Aroclor 1221
Aroclor 1232
Aroclor 1242
Aroclor 1248
Aroclor 1254
Aroclor 1260
Aroclor 1262
Aroclor 1268
Total PCB Amount > RL

GC - PCB



Analytical Sample Results

Job Number: 15120645

Pace Analytical Services, Inc.
2190 Technology Drive
Schenectady, NY 12308
Phone: 518.346.4592
Fax: 518.381.6055

Client: ATLANTIC TESTING LABORATORIES, LTD
Project: FISH HATCHERY PL5598
Client Sample ID: PL5598PI01
Lab Sample ID: 15120645-01 (AS40736)

Collection Date: 12/23/2015 11:45
Sample Matrix: SOLID
Received Date: 12/24/2015 12:30
Percent Solid: 100 - Results are based on dry weight unless otherwise noted.

	Batch ID	Method	Date	Analyst	Init Wt./Vol.	Final Vol.	Column
Analysis 1:	GC20F-2402-17	SW-846 8082A (PCB)	01/07/2016 16:40	MCA	NA	NA	Phenomenex, Zebron ZB-1MS, 20 m, 0.18 mm ID, 0.18 µm
Prep 1:	33192	EPA 3540C	01/06/2016 14:30	MH	0.620 g	25.0 mL	NA

Analyte	CAS No.	Result (ug/g)	PQL	Dilution Factor	Flags	File ID
Aroclor 1016	12674-11-2	ND	4.03	5.00	U	GC20F-2402-17
Aroclor 1221	11104-28-2	ND	4.03	5.00	U	GC20F-2402-17
Aroclor 1232	11141-16-5	ND	4.03	5.00	U	GC20F-2402-17
Aroclor 1242	53469-21-9	ND	4.03	5.00	U	GC20F-2402-17
Aroclor 1248	12672-29-6	ND	4.03	5.00	U	GC20F-2402-17
Aroclor 1254	11097-69-1	ND	4.03	5.00	U	GC20F-2402-17
Aroclor 1260	11096-82-5	ND	4.03	5.00	U	GC20F-2402-17
Aroclor 1262	37324-23-5	ND	4.03	5.00	U	GC20F-2402-17
Aroclor 1268	11100-14-4	ND	4.03	5.00	U	GC20F-2402-17
Total PCB Amount > RL	1336-36-3	ND		5.00	U	GC20F-2402-17

Surrogate	CAS No.	% Recovery	Limits (%)	Q ¹	File ID
Tetrachloro-meta-xylene	877-09-8	77.3	47.0-123	D	GC20F-2402-17
Decachlorobiphenyl	2051-24-3	94.3	35.0-153	D	GC20F-2402-17

¹Qualifier column where '*' denotes value outside the control limits or 'D' denotes value was diluted.

ND: Denotes analyte not detected at a concentration greater than the PQL.

PQL (Practical Quantitation Limit). Denotes lowest analyte concentration reportable for the sample.



Analytical Sample Results

Job Number: 15120645

Pace Analytical Services, Inc.
2190 Technology Drive
Schenectady, NY 12308
Phone: 518.346.4592
Fax: 518.381.6055

Client: ATLANTIC TESTING LABORATORIES, LTD

Project: FISH HATCHERY PL5598

Client Sample ID: PL5598PI02

Lab Sample ID: 15120645-02 (AS40737)

Collection Date: 12/23/2015 11:50

Sample Matrix: SOLID

Received Date: 12/24/2015 12:30

Percent Solid: 100 - Results are based on dry weight unless otherwise noted.

	Batch ID	Method	Date	Analyst	Init Wt./Vol.	Final Vol.	Column
Analysis 1:	GC20F-2402-18	SW-846 8082A (PCB)	01/07/2016 16:52	MCA	NA	NA	Phenomenex, Zebron ZB-1MS, 20 m, 0.18 mm ID, 0.18 µm
Prep 1:	33192	EPA 3540C	01/06/2016 14:30	MH	0.599 g	25.0 mL	NA

Analyte	CAS No.	Result (ug/g)	PQL	Dilution Factor	Flags	File ID
Aroclor 1016	12674-11-2	ND	0.835	1.00	U	GC20F-2402-18
Aroclor 1221	11104-28-2	ND	0.835	1.00	U	GC20F-2402-18
Aroclor 1232	11141-16-5	ND	0.835	1.00	U	GC20F-2402-18
Aroclor 1242	53469-21-9	ND	0.835	1.00	U	GC20F-2402-18
Aroclor 1248	12672-29-6	ND	0.835	1.00	U	GC20F-2402-18
Aroclor 1254	11097-69-1	ND	0.835	1.00	U	GC20F-2402-18
Aroclor 1260	11096-82-5	ND	0.835	1.00	U	GC20F-2402-18
Aroclor 1262	37324-23-5	ND	0.835	1.00	U	GC20F-2402-18
Aroclor 1268	11100-14-4	ND	0.835	1.00	U	GC20F-2402-18
Total PCB Amount > RL	1336-36-3	ND		1.00	U	GC20F-2402-18

Surrogate	CAS No.	% Recovery	Limits (%)	Q ¹	File ID
Tetrachloro-meta-xylene	877-09-8	101	47.0-123		GC20F-2402-18
Decachlorobiphenyl	2051-24-3	114	35.0-153		GC20F-2402-18

¹Qualifier column where '*' denotes value outside the control limits or 'D' denotes value was diluted.

ND: Denotes analyte not detected at a concentration greater than the PQL.

PQL (Practical Quantitation Limit). Denotes lowest analyte concentration reportable for the sample.

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2190 Technology Drive | Schenectady, NY 12308 | Phone 518.346.4592 | Fax 518.381.6055 | www.pacelabs.com

Quality Control Samples (Lab)



**Quality Control Results
Method Blank**

Job Number: 15120645

Pace Analytical Services, Inc.
2190 Technology Drive
Schenectady, NY 12308
Phone: 518.346.4592
Fax: 518.381.6055

Client: ATLANTIC TESTING LABORATORIES, LTD
Project: FISH HATCHERY PL5598
Client Sample ID: Method Blank (AS40602B)
Lab Sample ID: PBLK-32

Collection Date: N/A
Sample Matrix: CAULK
Received Date: N/A
Percent Solid: N/A

	Batch ID	Method	Date	Analyst	Init Wt./Vol.	Final Vol.	Column
Analysis 1:	GC20F-2402-3	SW-846 8082A (PCB)	01/07/2016 13:44	MCA	NA	NA	Phenomenex, Zebron ZB-1MS, 20 m, 0.18 mm ID, 0.18 µm
Prep 1:	33192	EPA 3540C	01/06/2016 14:30	MH	10.3 g	25.0 mL	NA

Analyte	CAS No.	Result (ug/g)	PQL	Dilution Factor	Flags	File ID
Aroclor 1016	12674-11-2	ND	0.0500	1.00	U	GC20F-2402-3
Aroclor 1221	11104-28-2	ND	0.0500	1.00	U	GC20F-2402-3
Aroclor 1232	11141-16-5	ND	0.0500	1.00	U	GC20F-2402-3
Aroclor 1242	53469-21-9	ND	0.0500	1.00	U	GC20F-2402-3
Aroclor 1248	12672-29-6	ND	0.0500	1.00	U	GC20F-2402-3
Aroclor 1254	11097-69-1	ND	0.0500	1.00	U	GC20F-2402-3
Aroclor 1260	11096-82-5	ND	0.0500	1.00	U	GC20F-2402-3
Aroclor 1262	37324-23-5	ND	0.0500	1.00	U	GC20F-2402-3
Aroclor 1268	11100-14-4	ND	0.0500	1.00	U	GC20F-2402-3
Total PCB Amount > RL	1336-36-3	ND		1.00	U	GC20F-2402-3

Surrogate	CAS No.	% Recovery	Limits (%)	Q ¹	File ID
Tetrachloro-meta-xylene	877-09-8	73.6	47.0-123		GC20F-2402-3
Decachlorobiphenyl	2051-24-3	94.5	35.0-153		GC20F-2402-3

¹Qualifier column where '*' denotes value outside the control limits or 'D' denotes value was diluted.

ND: Denotes analyte not detected at a concentration greater than the PQL.

PQL (Practical Quantitation Limit). Denotes lowest analyte concentration reportable for the sample.



**Quality Control Results
Lab Control Sample (LCS)**

Job Number: 15120645

Pace Analytical Services, Inc.
2190 Technology Drive
Schenectady, NY 12308
Phone: 518.346.4592
Fax: 518.381.6055

Client: ATLANTIC TESTING LABORATORIES, LTD
Project: FISH HATCHERY PL5598
Client Sample ID: Lab Control Sample (AS40602L)
Lab Sample ID: LCS-32

Collection Date: N/A
Sample Matrix: CAULK
Received Date: N/A
Percent Solid: N/A

	Batch ID	Method	Date	Analyst	Init Wt./Vol.	Final Vol.	Column
Analysis 1:	GC20F-2402-4	SW-846 8082A (PCB)	01/07/2016 13:57	MCA	NA	NA	Phenomenex, Zebron ZB-1MS, 20 m, 0.18 mm ID, 0.18 µm
Prep 1:	33192	EPA 3540C	01/06/2016 14:30	MH	10.0 g	25.0 mL	NA

Analyte Spiked	CAS No.	Added (ug/g)	LCS (ug/g)	LCS % Rec.	Q ¹	Limits (%)
Aroclor 1254	11097-69-1	1.25	1.09	87.7		70.0-130

¹Qualifier column where '*' denotes value outside the control limits. Note: RPD criteria does not apply if either the sample and duplicate sample are not detected.

Surrogate	CAS No.	% Recovery	Limits (%)	Q ¹	File ID
Tetrachloro-meta-xylene	877-09-8	74.5	47.0-123		GC20F-2402-4
Decachlorobiphenyl	2051-24-3	98.4	35.0-153		GC20F-2402-4

¹Qualifier column where '*' denotes value outside the control limits or 'D' denotes value was diluted.

ND: Denotes analyte not detected at a concentration greater than the PQL.

PQL (Practical Quantitation Limit). Denotes lowest analyte concentration reportable for the sample.

APPENDIX D

SUMMARY OF XRF RESULTS AND CALIBRATION CHECKS

Table I
Summary of XRF Test Results - Lead Detected at Greater than or Equal to 1 mg/cm²

Reading No	Time	Component	Substrate	Side	Condition	Color	Site	Floor	Room	Result (mg/cm ²)
PL5598LX20	12/23/2015 11:39	Wall	Ceramic	C	Fair	Light Green	Residence	Second	f	4.2
PL5598LX35	12/23/2015 11:47	Wall	Wood	D	Fair	White	Residence	Exterior		15.9
PL5598LX36	12/23/2015 11:47	Window	Wood	D	Fair	Black	Residence	Exterior		16.7
PL5598LX37	12/23/2015 11:47	Window	Wood	C	Fair	White	Residence	Exterior		12.3
PL5598LX38	12/23/2015 11:48	Window	Wood	C	Fair	Green	Residence	Exterior		17
PL5598LX42	12/23/2015 11:52	Wall	Wood	A	Fair	White	garage	Exterior		34.3
PL5598LX43	12/23/2015 11:52	Door	Wood	A	Fair	White	garage	Exterior		27.7
PL5598LX44	12/23/2015 11:53	Door	Wood	A	Fair	Black	garage	Exterior		6.7
PL5598LX45	12/23/2015 11:53	Window	Wood	C	Fair	Black	garage	Exterior		16.6
PL5598LX46	12/23/2015 11:53	Window Frame	Wood	C	Fair	White	garage	Exterior		37.1
PL5598LX47	12/23/2015 11:54	Door	Wood	C	Fair	White	garage	Exterior		21.4
PL5598LX49	12/23/2015 11:57	Stair Riser	Wood	Center	Fair	Green	garage	First	stairwell	1
PL5598LX50	12/23/2015 11:57	Stair Riser	Wood	Center	Fair	Green	garage	First	stairwell	1.5
PL5598LX51	12/23/2015 11:58	Floor	Wood	Center	Fair	Green	garage	Second	b	2
PL5598LX60	12/23/2015 12:09	Window Frame	Wood	B	Fair	White	old building	Exterior		43.1
PL5598LX61	12/23/2015 12:09	Wall	Wood	B	Fair	White	old building	Exterior		17.6
PL5598LX62	12/23/2015 12:09	Wall	Concrete	B	Fair	White	old building	Exterior		23.9
PL5598LX63	12/23/2015 12:09	Window	Concrete	C	Fair	Black	old building	Exterior		9.5
PL5598LX64	12/23/2015 12:10	Stair Tread	Concrete	Center	Fair	Green	old building	First		4
PL5598LX66	12/23/2015 12:16	Ceiling	Wood	Center	Fair	White	feed room	First	e	14.7
PL5598LX67	12/23/2015 12:16	Door	Wood	A	Fair	White	feed room	First	e	22.2
PL5598LX69	12/23/2015 12:17	Wall	Wood	A	Fair	Gray	feed room	First	f	2.3
PL5598LX70	12/23/2015 12:18	Window	Wood	A	Fair	White	feed room	First	f	3.8
PL5598LX71	12/23/2015 12:19	Door	Wood	D	Fair	White	feed room	First	f	5.9
PL5598LX72	12/23/2015 12:19	Door	Wood	C	Fair	White	feed room	Exterior		24.3
PL5598LX73	12/23/2015 12:19	Window	Wood	C	Fair	Black	feed room	Exterior		4.4
PL5598LX78	12/23/2015 12:25	Door	Wood	C	Fair	White	tool shed	First	a	29.3
PL5598LX80	12/23/2015 12:25	Window	Wood	C	Fair	Black	tool shed	Exterior	a	5.9

Notes:

Alpha numerical room side designations were based on A beginning with directional north and progressing clockwise around the room.

Table II
Summary of XRF Test Results - Lead Detected at Less than 1 mg/cm²

Reading No	Time	Component	Substrate	Side	Condition	Color	Site	Floor	Room	Result (mg/cm ²)
PL5598LX65	12/23/2015 12:16	Wall	Plaster	B	Fair	Gray	feed room	First	e	0.11
PL5598LX76	12/23/2015 12:21	Door Frame	Wood	Center	Fair	Brown	feed room	First	b	0.4

Table III
Summary of XRF Test Results - No Lead Detected

Reading No	Time	Component	Substrate	Side	Condition	Color	Site	Floor	Room	Result (mg/cm ²)
PL5598LX04	12/23/2015 11:31	Wall	Gypsum	A	Fair	White	Residence	First	a	< LOD
PL5598LX05	12/23/2015 11:31	Radiator	Metal	A	Fair	White	Residence	First	a	< LOD
PL5598LX06	12/23/2015 11:32	Window	Metal	A	Fair	White	Residence	First	a	< LOD
PL5598LX07	12/23/2015 11:32	Window Sill	Wood	A	Fair	White	Residence	First	a	< LOD
PL5598LX08	12/23/2015 11:32	Ceiling	Gypsum	Center	Fair	White	Residence	First	a	< LOD
PL5598LX09	12/23/2015 11:34	Wall	Gypsum	D	Fair	White	Residence	First	b	< LOD
PL5598LX10	12/23/2015 11:35	Door Frame	Wood	D	Fair	Beige	Residence	First	b	< LOD
PL5598LX11	12/23/2015 11:35	Baseboard	Wood	A	Fair	Beige	Residence	First	b	< LOD
PL5598LX12	12/23/2015 11:35	Door	Wood	A	Fair	Beige	Residence	First	b	< LOD
PL5598LX13	12/23/2015 11:35	Door	Wood	B	Fair	Beige	Residence	First	b	< LOD
PL5598LX14	12/23/2015 11:36	Window	Wood	C	Fair	Beige	Residence	First	b	< LOD
PL5598LX15	12/23/2015 11:36	Window Sill	Wood	C	Fair	Beige	Residence	First	b	< LOD
PL5598LX16	12/23/2015 11:37	Wall	Gypsum	A	Fair	White	Residence	First	e	< LOD
PL5598LX17	12/23/2015 11:37	Window	Wood	A	Fair	Beige	Residence	First	e	< LOD
PL5598LX18	12/23/2015 11:38	Door	Wood	A	Fair	Beige	Residence	First	entry	< LOD
PL5598LX19	12/23/2015 11:38	Door	Wood	B	Fair	Light Green	Residence	First	entry	< LOD
PL5598LX21	12/23/2015 11:39	Window	Wood	C	Fair	White	Residence	Second	f	< LOD
PL5598LX22	12/23/2015 11:40	Window Sill	Wood	C	Fair	White	Residence	Second	f	< LOD
PL5598LX23	12/23/2015 11:40	Door	Wood	A	Fair	Beige	Residence	Second	f	< LOD
PL5598LX24	12/23/2015 11:41	Wall	Gypsum	A	Fair	White	Residence	Second	2nd floor hall	< LOD
PL5598LX25	12/23/2015 11:41	Door Frame	Wood	B	Fair	Beige	Residence	Second	2nd floor hall	< LOD
PL5598LX26	12/23/2015 11:41	Ceiling	Gypsum	Center	Fair	White	Residence	Second	2nd floor hall	< LOD
PL5598LX27	12/23/2015 11:42	Ceiling	Gypsum	Center	Fair	White	Residence	Second	2nd floor hall	< LOD
PL5598LX28	12/23/2015 11:42	Ceiling	Gypsum	Center	Fair	White	Residence	Second	2nd floor hall	< LOD
PL5598LX29	12/23/2015 11:42	Wall	Gypsum	A	Fair	White	Residence	Second	h	< LOD
PL5598LX30	12/23/2015 11:43	Door Frame	Gypsum	D	Fair	Gray	Residence	Second	h	< LOD
PL5598LX31	12/23/2015 11:44	Wall	Gypsum	A	Fair	Gray	Residence	First	d	< LOD
PL5598LX32	12/23/2015 11:44	Wall	Gypsum	C	Fair	Yellow	Residence	First	c	< LOD
PL5598LX33	12/23/2015 11:45	Wall	Gypsum	B	Fair	Yellow	Residence	Basement	i	< LOD
PL5598LX34	12/23/2015 11:46	Wall	Block	B	Fair	Yellow	Residence	Basement	i	< LOD
PL5598LX39	12/23/2015 11:48	Door	Wood	B	Fair	Green	Residence	Exterior		< LOD
PL5598LX40	12/23/2015 11:49	Floor	Wood	Center	Fair	Gray	Residence	Exterior		< LOD
PL5598LX41	12/23/2015 11:50	Door	Wood	A	Fair	Green	Residence	Exterior		< LOD

Table III
Summary of XRF Test Results - No Lead Detected

Reading No	Time	Component	Substrate	Side	Condition	Color	Site	Floor	Room	Result (mg/cm ²)
PL5598LX48	12/23/2015 11:55	Wall	Wood	C	Fair	Stain	garage	First	a	< LOD
PL5598LX52	12/23/2015 11:59	Wall	Wood	B	Fair	Light Blue	garage	Second	e	< LOD
PL5598LX53	12/23/2015 11:59	Ceiling	Wood	Center	Fair	Beige	garage	Second	e	< LOD
PL5598LX54	12/23/2015 12:00	Ceiling	Wood	Center	Fair	Light Blue	garage	Second	d	< LOD
PL5598LX55	12/23/2015 12:00	Ceiling	Wood	Center	Fair	Light Blue	garage	Second	d	< LOD
PL5598LX56	12/23/2015 12:01	Wall	Wood	B	Fair	White	pole barn	Exterior		< LOD
PL5598LX57	12/23/2015 12:07	Wall	Concrete	A	Fair	Silver	old building	First		< LOD
PL5598LX58	12/23/2015 12:07	Window	Wood	A	Fair	Brown	old building	First		< LOD
PL5598LX59	12/23/2015 12:08	Window Frame	Wood	A	Fair	Brown	old building	First		< LOD
PL5598LX68	12/23/2015 12:17	Door	Wood	A	Fair	Gray	feed room	First	e	< LOD
PL5598LX74	12/23/2015 12:21	Wall	Plaster	A	Fair	Light Blue	feed room	First	b	< LOD
PL5598LX75	12/23/2015 12:21	Ceiling	Plaster	Center	Fair	White	feed room	First	b	< LOD
PL5598LX77	12/23/2015 12:24	Wall	Wood	C	Fair	White	tool shed	First	a	< LOD
PL5598LX79	12/23/2015 12:25	Wall	Wood	C	Fair	White	tool shed	Exterior	a	< LOD
PL5598LX81	12/23/2015 12:30	Wall	Wood	B	Fair	White	new bldg	First	b	< LOD
PL5598LX82	12/23/2015 12:31	Floor	Concrete	Center	Fair	White	new bldg	First	b	< LOD
PL5598LX83	12/23/2015 12:31	Ceiling	Wood	Center	Fair	Green	new bldg	First	b	< LOD
PL5598LX84	12/23/2015 12:32	Wall	Wood	C	Fair	Green	new bldg	First	c	< LOD
PL5598LX85	12/23/2015 12:33	Window	Wood	B	Fair	Green	new bldg	First	c	< LOD

Table IV
Summary of XRF Calibration Results

Reading No	Time	Component	Substrate	Side	Condition	Color	Inspector	Site	Floor	Room	Result (mg/cm ²)
PL5598LX01	12/23/2015 11:26			Calibrate			TAF	Fish Hatchery			1.1
PL5598LX02	12/23/2015 11:26			Calibrate			TAF	Fish Hatchery			1
PL5598LX03	12/23/2015 11:27			Calibrate			TAF	Fish Hatchery			0.9
PL5598LX86	12/23/2015 12:34			Calibrate			TAF	Fish Hatchery			1
PL5598LX87	12/23/2015 12:34			Calibrate			TAF	Fish Hatchery			1.2
PL5598LX88	12/23/2015 12:35			Calibrate			TAF	Fish Hatchery			1.2



ATLANTIC TESTING LABORATORIES

WBE certified company

Plattsburgh
130 Arizona Avenue
Suite 1540
Plattsburgh, NY 12903
518-563-5878 (T)
atlantictesting.com

May 3, 2016

Essex County Department of Public Works
8053 US Route 9
PO Box 217
Elizabethtown, New York 12932

Attn: Mr. Jim Dougan

Re: Directed Bulk Sampling and Analysis
Essex County Fish Hatchery
Crown Point, New York
Client Contract No. DPW-16-0021
ATL Report No. PL5598AB-01-05-16

Ladies/Gentlemen:

In accordance with the scope of services outlined in our contract (ATL No. PL5998-82-11-15), dated November 17, 2015, Atlantic Testing Laboratories, Limited (ATL) performed directed bulk sampling. These services were performed on April 19, 2016. The project consisted of the collection of bulk samples of braided wire jacket from within the basement of the Former Residence Building. In addition, bulk samples of braided wire jacket and vapor barrier were collected from within the 2nd floor of the Garage. The referenced buildings are located at the Essex County Fish Hatchery, located at Fish Hatchery Road, Crown Point, Essex County, New York.

Summary of Sampling Activities

Suspect Asbestos-Containing Materials

The suspect asbestos-containing materials (ACM) included 5 homogenous building materials, from which a total of 10 bulk samples were collected and subsequently submitted to AmeriSci New York, a New York State Department of Health (NYSDOH) approved laboratory (ELAP No. 11480), for analysis by polarized light microscopy (PLM) and transmission electron microscopy (TEM), as necessary. The laboratory reports and sample custody documentation are enclosed in Appendix A. Copies of pertinent certifications are enclosed in Appendix B.

None of the materials sampled were determined to be ACM.

Non-Asbestos-Containing Materials

The materials determined to be non-ACM, as identified during the bulk sampling and asbestos analysis event described herein, are listed below.

- Red Braided Wire Jacket (Residence)
- Black Paper Vapor Barrier (Garage)

- Brown Braided Wire Jacket (Residence)
- Black Braided Wire Jacket (Garage)
- Black and White Braided Wire Jacket (Residence)

Sampling Program Limitations

Samples were collected as directed by Jim Dougan, representing Essex County Department of Public Works. This report shall not be used as asbestos abatement specifications or design documents. The field data and findings presented in this report are based on the observations made by representatives of ATL at the time of the sampling event.

Concealed regulated ACM may exist within the Residence Building and Garage that may be encountered during renovation and/or demolition activities. If any suspect ACM is encountered during renovation and/or demolition activities, the activities disturbing the suspect ACM must stop and the material should be sampled and laboratory analyzed in accordance with applicable regulations.

Summary of Findings

The following summary of findings is prepared from ATL's understanding that material-specific sampling and analysis was requested within the specified area of the referenced building.

1. All of the materials sampled were determined to be **non-ACM**.

Please contact our office should you have any questions, or if we may be of further assistance.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited



Arthur T. Cross II, CET
Operations Manager

ATR/TAF/ar

Enclosures

APPENDIX A

LABORATORY REPORTS AND CUSTODY DOCUMENTATION

**AmeriSci New York**

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Atlantic Testing Laboratories, Limited
Attn: Art Cross
P.O. Box 29

Canton, NY 13617

Date Received 04/20/16 **AmeriSci Job #** 216043323
Date Examined 04/24/16 **P.O. #** 17828
ELAP # 11480 **Page** 1 of 3
RE: PL5598; Essex County Fish Hatchery; Crown Point, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AB01A041916 1 Location: Residence Bldg. - Basement - Red Braided Wire Jacket Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 0.9 %	216043323-01	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 04/24/16
PL5598AB01B041916 1 Location: Residence Bldg. - Basement - Red Braided Wire Jacket Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 2.3 %	216043323-02	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 04/24/16
PL5598AB02A041916 2 Location: Residence Bldg. - Basement - Brown Braided Wire Jacket Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 2.4 %	216043323-03	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 04/24/16
PL5598AB02B041916 2 Location: Residence Bldg. - Basement - Brown Braided Wire Jacket Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 1 %	216043323-04	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 04/24/16
PL5598AB03A041916 3 Location: Residence Bldg. - Basement - Black / White Braided Wire Jacket Analyst Description: White/Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 6 %	216043323-05	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 04/24/16

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5598; Essex County Fish Hatchery; Crown Point, NY

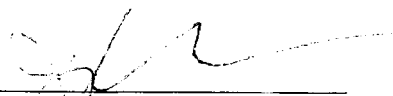
Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5598AB03B041916 3 Location: Residence Bldg. - Basement - Black / White Braided Wire Jacket Analyst Description: White/Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 5.8 %	216043323-06	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 04/24/16
PL5598AB04A041916 4 Location: Garage - 2nd Floor - Black Paper Vapor Barrier Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 0.4 %	216043323-07	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 04/24/16
PL5598AB04B041916 4 Location: Garage - 2nd Floor - Black Paper Vapor Barrier Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 2.3 %	216043323-08	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 04/24/16
PL5598AB05A041916 5 Location: Garage - 2nd Floor - Black Braided Wire Jacket Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 1.7 %	216043323-09	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 04/24/16
PL5598AB05B041916 5 Location: Garage - 2nd Floor - Black Braided Wire Jacket Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 1.8 %	216043323-10	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 04/24/16

Client Name: Atlantic Testing Laboratories, Limited

PLM Bulk Asbestos Report

PL5598; Essex County Fish Hatchery; Crown Point, NY

Reporting Notes:

Analyzed by: Jared C. Clarke 

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab. This PLM report relates ONLY to the items tested. AIHA-LAP, LLC Lab ID 102843, RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054.

Reviewed By: _____ END OF REPORT _____

Client Name: Atlantic Testing Laboratories, Limited

Table I
Summary of Bulk Asbestos Analysis Results
 PL5598; Essex County Fish Hatchery; Crown Point, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	PL5598AB01A041916	1	0.109	84.4	14.7	0.9	NAD	NAD
Location:	Residence Bldg. - Basement - Red Braided Wire Jacket							
02	PL5598AB01B041916	1	0.131	93.1	4.6	2.3	NAD	NAD
Location:	Residence Bldg. - Basement - Red Braided Wire Jacket							
03	PL5598AB02A041916	2	0.127	86.6	11.0	2.4	NAD	NAD
Location:	Residence Bldg. - Basement - Brown Braided Wire Jacket							
04	PL5598AB02B041916	2	0.104	94.2	4.8	1.0	NAD	NAD
Location:	Residence Bldg. - Basement - Brown Braided Wire Jacket							
05	PL5598AB03A041916	3	0.168	87.5	6.5	6.0	NAD	NAD
Location:	Residence Bldg. - Basement - Black / White Braided Wire Jacket							
06	PL5598AB03B041916	3	0.173	81.5	12.7	5.8	NAD	NAD
Location:	Residence Bldg. - Basement - Black / White Braided Wire Jacket							
07	PL5598AB04A041916	4	0.224	98.7	0.9	0.4	NAD	NAD
Location:	Garage - 2nd Floor - Black Paper Vapor Barrier							
08	PL5598AB04B041916	4	0.216	95.8	1.9	2.3	NAD	NAD
Location:	Garage - 2nd Floor - Black Paper Vapor Barrier							
09	PL5598AB05A041916	5	0.116	96.6	1.7	1.7	NAD	NAD
Location:	Garage - 2nd Floor - Black Braided Wire Jacket							
10	PL5598AB05B041916	5	0.112	97.3	0.9	1.8	NAD	NAD
Location:	Garage - 2nd Floor - Black Braided Wire Jacket							

Analyzed by: Marik Peysakhov; Date Analyzed 4/24/2016

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); NVLAP 200546-0, NYSDOH ELAP Lab 11480, AIHA Lab 102843.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogeneous materials).

Reviewed By: _____



ATLANTIC TESTING LABORATORIES

ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

17828

Albany
22 Corporate Drive
Clifton Park, NY 12065
518/383-9144 (T)
518/383-9166 (F)

Binghamton
126 Park Avenue
Binghamton, NY 13903
607/733-1812 (T)
607/733-1835 (F)

Canton
6431 U.S. Highway 11
Canton, NY 13617
315/386-4578 (T)
315/386-1012 (F)

Elmira
2330 Route 352
Elmira, NY 14903
607/737-0700 (T)
607/737-0714 (F)

Plattsburgh
130 Arizona Ave
Plattsburgh, NY 12903
518/563-5878 (T)
518/562-1321 (F)

Poughkeepsie
251 Upper North Road
Highland, NY 12528
845/691-6098 (T)
845/691-6099 (F)

Rochester
3495 Winton Place
Rochester, NY 14623
585/427-9020 (T)
585/427-9021 (F)

Syracuse
6085 Court Street Road
Syracuse, NY 13206
315/699-5281 (T)
315/699-3374 (F)

Utica
301 St. Anthony Street
Utica, NY 13501
315/735-3309 (T)
315/735-0742 (F)

Watertown
26581 NYS Route 283
Watertown, NY 13601
315/786-7887 (T)
315/786-2022 (F)

Project No.		Project Name		Date Collected		Laboratory Instructions		Report Distribution			
PL5598		Essex County Fish Hatchery		4/19/16		Turn-Around-Time: <input type="checkbox"/> 12hr <input type="checkbox"/> 24hr <input type="checkbox"/> 48hr <input type="checkbox"/> 72hr <input checked="" type="checkbox"/> 5day <input type="checkbox"/>		Send Reports To (ATL Office): Plattsburgh			
Project Contact:		Art Cross		Special Instructions:		Positive Stop Analysis <input checked="" type="checkbox"/> If negative by PLM-NOB, analyze by TEM-NOB		ATL Contact: Art Cross			
Project Location:		Crown Point, NY						Send Copy To: amerisci.plc@atlantictesting.com			
Field Sample No.	Sample Location	Sample Description				PLM	PLM-NOB	TEM-NOB	TEM-ONLY	MICRO-VAC	Laboratory Sample ID No.
PL5598AB01A041916	Residence Bldg - Basement	Red Braided Wire Jacket				X					
PL5598AB01B041916	Residence Bldg - Basement	Red Braided Wire Jacket				X					
PL5598AB02A041916	Residence Bldg - Basement	Brown Braided Wire Jacket									
PL5598AB02B041916	Residence Bldg - Basement	Black/White Braided Wire Jacket									
PL5598AB02C041916	Residence Bldg - Basement	Black/White Braided Wire Jacket									
PL5598AB02D041916	Garage - 2nd Floor	Black Paper Vapor Barrier									
PL5598AB02E041916	Garage - 2nd Floor	Black Paper Vapor Barrier									
PL5598AB02F041916	Garage - 2nd Floor	Black Braided Wire Jacket									
PL5598AB02G041916	Garage - 2nd Floor	Black Braided Wire Jacket									
#216043323											
Sampler's Name:		Tom Farley		Date: 4/19/16		Received at Laboratory (Name):		Date:		Shipment Rec'd Intact	
Sampler's Signature:		Tom Farley		Time: 1030		Laboratory Signature:		Time:		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Samples Relinquished By:											
Name:		Tom Farley		Date: 4/19/16		Name:		Date: 4/20/16			
Signature:		Tom Farley		Time: 1700		Signature:		Time: 1053			
Name:				Date:		Name:		Date:			
Signature:				Time:		Signature:		Time:			

Think Quality

Distribution:
White with Samples
Yellow to Laboratory
Pink to ATL Files

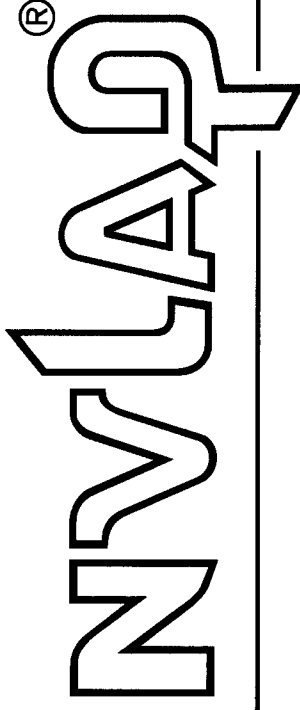
APPENDIX B
CERTIFICATIONS

Asbestos Certificate Code Classifications

The following letter codes shown on the enclosed asbestos certificates represent the corresponding asbestos classifications:

- | | | | |
|------------|-------------------------|------------|---------------------------|
| A - | Asbestos Handler | F - | Operations & Maintenance |
| B - | Allied Trades | G - | Asbestos Supervisor |
| C - | Air Sampling Technician | H - | Asbestos Project Monitor |
| D - | Building Inspector | I - | Asbestos Project Designer |
| E - | Management Planner | | |

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 200546-0

AmeriSci New York
New York, NY

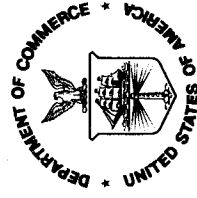
is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).

2015-06-29 through 2016-06-30

Effective Dates



A handwritten signature in black ink, appearing to read "Jean R. Murphy".

For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

AmeriSci New York
DBA: AmeriSci New York
117 E. 30th Street
New York, NY 10016
Mr. Paul Mucha
Phone: 212-679-8600 Fax: 212-679-2711
Email: pmucha@amerisci.com
<http://www.amerisci.com>

ASBESTOS FIBER ANALYSIS

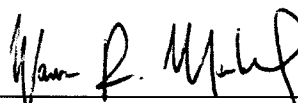
NVLAP LAB CODE 200546-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA 600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



For the National Voluntary Laboratory Accreditation Program

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2017
Issued April 01, 2016

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. PAUL J. MUCHA
AMERICA SCIENCE TEAM NEW YORK INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

*is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:*

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual

Serial No.: 54287

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

New York State – Department of Labor

Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

Atlantic Testing Laboratories, Limited

P.O. Box 29

Canton, NY 13617

FILE NUMBER: 99-0911

LICENSE NUMBER: 29276

LICENSE CLASS: RESTRICTED

DATE OF ISSUE: 09/03/2015

EXPIRATION DATE: 10/31/2016

Duly Authorized Representative – Marijean B Remington:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.



Eileen M. Franko, Director
For the Commissioner of Labor

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



THOMAS A FARLEY
CLASS(EXPIRES)
C ATEC(08/16) D INSP(08/16)
H PM (08/16)

00011 1211560
01/11/16 358596007

MUST BE CARRIED ON ASBESTOS PROJECTS

New York State Department of Health Certificate of Asbestos Safety Training

This form is the official record of successful completion of a New York State accredited asbestos safety training course.

Certificate No. **746829**

I - To be completed by Trainee

Name of Trainee (print)	NYS Depart. of Motor Vehicles ID (DMV ID) ¹	
<u>Tom Farley</u>	<u>368 598 027</u>	
Signature of Trainee	Telephone Number	Date of Birth ¹
<u>Tom Farley</u>	<u>315-244-3255</u>	<u>06/21/88</u>
Address		
<u>8728 US Hwy 11</u>	<u>Potsdam</u>	<u>NY 13676</u>
(Street or PO Box)	(City)	(State) (Zip Code)

II - To be completed by Training Sponsor

Provider's Name	Telephone Number
<u>ECMC</u>	<u>3156879435</u>
Address	Course Location:
<u>116 Genesee St</u>	<u>Chittenden</u>
Zip Code	
<u>Chittenden NY 13337</u>	
Course Title: <u>Inspector</u>	
<input type="checkbox"/> Initial <input type="checkbox"/> Refresher <input type="checkbox"/> <small>NYS DOH use only</small> <input type="checkbox"/> DOH Equivalency ²	
Training Language: <input checked="" type="checkbox"/> English <input type="checkbox"/> Other: _____ Exam Grade/Date: <u>88% 1/28/16</u>	
Dates of Training: From: <u>1/28/16</u> To: <u>1/28/16</u> Expires: <u>1/28/17</u>	

I certify that the asbestos safety training course given on the above date complied with both 10 NYCRR Part 73 and TSCA Title II, was consistent with the curriculum and instructors approved by the New York State Department of Health, and the trainee receiving this certificate completed the training course and successfully passed the examination.

Training Director²: Charles Kirch (Print) Ch. Kirch (Signature)

DOH-2832 (10/03)

¹Optional Information

²DOH Equivalency signed by NYS DOH representative only

STUDENT



ATLANTIC TESTING LABORATORIES

WBE certified company

Plattsburgh

130 Arizona Avenue
Suite 1540
Plattsburgh, NY 12903
518-563-5878 (T)
atlantictesting.com

May 2, 2016

Essex County Department of Public Works
8053 US Route 9
PO Box 217
Elizabethtown, New York 12932

Attn: Jim Dougan

Re: Incidental Disturbance Assessment, Static Air Sampling, and Bulk Debris Sampling
Essex County Fish Hatchery
Crown Point, New York
ATL Report No. PL5598AV-01-05-16

Ladies/Gentlemen:

In accordance with the scope of services outlined in our contract (ATL No. PL5998-07A-03-16), dated March 14, 2016, Atlantic Testing Laboratories, Limited (ATL) performed incidental disturbance assessment, static air sampling, and bulk debris sampling. These services were performed on April 19, 2016.

ATL's certified Building Inspector, Thomas Farley (Certification 13-11360), performed a visual assessment on April 19, 2016, of the incidental disturbance of asbestos-containing thermal system insulation (TSI) from within the basement of the residential structure (area of concern (AOC) No. 3) and of assumed asbestos-containing loose-fill Vermiculite from 2 locations within the Bathroom/Feed Room (AOC Nos. 1 and 2) of the Essex County Fish Hatchery. The observations recorded at that time will be incorporated into a New York State Department of Labor (NYSDOL) Site-Specific Variance request.

A total of 13 bulk debris samples were collected. There were 8 bulk debris samples collected adjacent to the AOC within the basement of the Residential structure and 5 were collected adjacent to the 2 locations within the Bathroom/Feed Room. The bulk sample locations are depicted on the site sketch enclosed in Appendix C.

The collected samples were submitted to AmeriSci New York, a New York State Department of Health (NYSDOH) approved laboratory in accordance with the Environmental Laboratory Approval Program (ELAP No. 11480), for analysis by polarized light microscopy (PLM). The bulk debris samples located on the first step of the interior and exterior staircases of AOC No. 3 were determined to be non-ACM. The bulk debris sample located 1-foot south of AOC No. 2 was determined to be non-ACM. The bulk debris sample located 1-foot north of AOC No. 1 was determined to be non-ACM. The laboratory reports and sample custody documentation are enclosed in Appendix A. Copies of pertinent certifications are enclosed in Appendix B.

May 2, 2016

There were 5 air samples collected within AOC No. 3 and 5 air samples collected adjacent to AOC No. 3. The static air sample locations are depicted on the site sketch enclosed in Appendix C.

The collected air samples were submitted to a New York State Department of Health (NYSDOH)- approved laboratory (ELAP No. 11480), for analysis by transmission electron microscopy (TEM). Analytical results for the 5 samples analyzed indicated no asbestos structures detected (NSD). The results are in general accordance with clearance air sampling criteria established by the New York State Industrial Code Rule 56 (12 NYCRR 56) Section 9.2 and with 40 CFR 763 subpart E of the Asbestos Hazardous Emergency Response Act (AHERA) regulations for clearance air samples. The laboratory reports and sample custody documentation are enclosed in Appendix A. Copies of pertinent certifications are enclosed in Appendix B.

The remaining air and bulk debris samples were not analyzed by the laboratory, based on the negative results for samples collected within or closer to the affected area. Based on the visual assessment and the sample results, 3 affected areas of disturbances were identified. AOC No. 1 is approximately 144 square feet and is considered a small project size incidental disturbance as defined by 12 NYCRR 56-2.1(w)(2) (ii). AOC No. 2 is approximately 260 square feet and is considered a large project size incidental disturbance as defined by 12 NYCRR 56-2.1(w)(2) (i). AOC No. 3 is approximately 960 square feet and is considered a large project size incidental disturbance as defined by 12 NYCRR 56-2.1(w)(2) (i).

Please contact our office should you have any questions, or if we may be of further assistance.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited



Arthur T. Cross
Operations Manager

TAF/JDG/tf

Enclosures

Appendix A

Laboratory Reports and Sample Custody Documentation

Table I

Summary of Bulk Asbestos Analysis Results

PL5598; Essex County Fish Hatchery Bathroom / Feedroom; Crown Point, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	Asbestos by PLM/DS	Asbestos by TEM
01	PL5598AB01-A041916	Location: 1' South Of AOC #2 - Brown Debris	----	----	----	----	NVA	NA
02	PL5598AB02-A041916	Location: 3' South Of AOC #2 - Brown Debris	----	----	----	----	NA	NA
03	PL5598AB03-A041916	Location: 1' North Of AOC #1 - Brown Debris	----	----	----	----	NVA	NA
04	PL5598AB04-A041916	Location: 3' North Of AOC #1 - Brown Debris	----	----	----	----	NA	NA
05	PL5598AB05-A041916	Location: 5' North Of AOC #1 - Brown Debris	----	----	----	----	NA	NA

Analyzed by: John P. Koubiadis : Date Analyzed 4/25/2016
 Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR (NVLAP Lab#200546-0); TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation); or ELAP 198.4 for New York samples (NYSDOH ELAP#11480); NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab#102843, NVLAP 200546-0.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogeneous materials).

Reviewed By: 



<u>Albany</u>	22 Corporate Drive Clifton Park, NY 12065	518/383-9144 (T) 518/383-9166 (F)
<u>Binghamton</u>	126 Park Avenue Binghamton, NY 13903	607/773-1812 (T) 607/773-1835 (F)
<u>Canton</u>	6431 U.S. Highway 11 Canton, NY 13617	315/386-4578 (T) 315/386-1012 (F)
<u>Elmira</u>	2330 Route 352 Elmira, NY 14903	607/737-0700 (T) 607/737-0714 (F)
<u>Plattsburgh</u>	130 Arizona Ave Plattsburgh, NY 12903	518/563-5878 (T) 518/562-1321 (F)
<u>Poughkeepsie</u>	251 Upper North Road Highland, NY 12528	845/691-6098 (T) 845/691-6099 (F)
<u>Rochester</u>	3495 Winton Place Rochester, NY 14623	585/427-9020 (T) 585/427-9021 (F)
<u>Syracuse</u>	6085 Court Street Road Syracuse, NY 13206	315/699-5281 (T) 315/699-5374 (F)
<u>Utica</u>	301 St. Anthony Street Utica, NY 13501	315/735-3309 (T) 315/735-0742 (F)
<u>Watertown</u>	26581 NYS Route 283 Watertown, NY 13601	315/786-7887 (T) 315/786-2022 (F)

[illegible]

Distribution: White with Samples
Yellow to Laboratory
Pink to ATL Files

pdrive:\Forms\Environmental\FieldForms\Asbestos Bulk Sample Chain-of-Custody Record rev 4: 02/14 ENV-0011

Client Name: Atlantic Testing Laboratories, Limited

Table I
Summary of Bulk Asbestos Analysis Results

PL5598; Essex County Fish Hatchery Residence Bldg.; Crown Point, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	Asbestos by PLM/DS	Asbestos by TEM
01	PL5598AB01041916		----	----	----	----	N/A	NA
Location:	Inside Step 1 - Brown Debris							
02	PL5598AB02041916		----	----	----	----	NA	NA
Location:	Inside Step 4 - Brown Debris							
03	PL5598AB03041916		----	----	----	----	NA	NA
Location:	Inside Step 7 - Brown Debris							
04	PL5598AB04041916		----	----	----	----	NA	NA
Location:	Inside Step 10 - Brown Debris							
05	PL5598AB05041916		----	----	----	----	NA	NA
Location:	1' Of Basement Door - Brown Debris							
06	PL5598AB06041916		----	----	----	----	N/A	NA
Location:	Exterior Step 1 - Brown Debris							
07	PL5598AB07041916		----	----	----	----	NA	NA
Location:	Exterior Step 3 - Brown Debris							
08	PL5598AB08041916		----	----	----	----	NA	NA
Location:	Exterior Step 6 - Brown Debris							

Analyzed by: John P. Koubiadis; Date Analyzed 4/25/2016

Quantitative Analysis (Semi/Full): Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR (NVLAP Lab#200546-0); TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation); or ELAP 198.4 for New York samples (NYSDOH ELAP#11480); NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "N/A = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab#102843, NVLAP 200546-0.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogeneous materials).

Reviewed By:



Watertown
26581 NYS Route 2
Watertown, NY 136
315/786-7887 (T)

Think Quality

ENV-001A

Client Name: Atlantic Testing Laboratories, Limited

Table I

Summary of Transmission Electron Microscopy (TEM) Results for Asbestos (air)

PL5598; Essex County; Fish Hatchery Bldg. Residence, Crown Point, NY; SA

AmeriSci Sample #	Client Sample #	Dilution Factor	Air Filtered (liters)	Area Analyzed (sq. mm.)	* Analytical Sensitivity (struc/cc air)	Asbestos Structures Detected (Microns)		Structure Density (struc/sq mm)		Structure Concentration (struc/cc air)		Type of Asbestos
						0.5-5.0	>=5.0	Total	>=5.0	Total	>=5.0	
01 inside Location: IWA - Northeast AOC	PL5598SA01		1425	.06	0.0045	0.0	0.0	0.0	<16.7	<16.7	<0.0045	NSD
02 inside Location: IWA - Northwest AOC	PL5598SA02		1425	.06	0.0045	0.0	0.0	0.0	<16.7	<16.7	<0.0045	NSD
03 inside Location: IWA - Center AOC	PL5598SA03		1425	.06	0.0045	0.0	0.0	0.0	<16.7	<16.7	<0.0045	NSD
04 inside Location: IWA - Southeast AOC	PL5598SA04		1425	.06	0.0045	0.0	0.0	0.0	<16.7	<16.7	<0.0045	NSD
05 inside Location: IWA - Southwest AOC	PL5598SA05		1425	.06	0.0045	0.0	0.0	0.0	<16.7	<16.7	<0.0045	NSD
06** Location: OWA - Kitchen Center	PL5598SA06		1425									
07** Location: OWA - Dining Room East	PL5598SA07		1425									
08** Location: OWA - Dining Room Center	PL5598SA08		1425									
09** Location: OWA - Dining Room West	PL5598SA09		1425									
10** Location: OWA - Living Room Center	PL5598SA10		1425									
11** Location: Blank I	PL5598SA11		0									
12** Location: Blank II	PL5598SA12		0									
13** Location: Blank III	PL5598SA13		0									

* concentration represented by the detection of 1 structure

** not analyzed

NSD: No Asbestos Structures Detected

Reviewed By:

; Analyzed By:

Date: 4/21/2016

Marik Peysakhov

NVLAP#: 200546-0, NYSDOH ELAP ID #: 11480



42179

ATLANTIC TESTING LABORATORIES

Asbestos Air Sample Chain-of-Custody Record

Albany
22 Corporate Drive
Clifton Park, NY 12065
518-383-9144 (T)
518-383-9166 (F)

Binghamton
126 Park Avenue
Binghamton, NY 13903
607-773-1812 (T)
607-773-1835 (F)

Canton
6431 U.S. Highway 11
Canton, NY 13617
315-386-4578 (T)
315-386-1012 (F)

Elmira
2330 Route 352
Elmira, NY 14903
607-737-0700 (T)
607-737-0714 (F)

Plattsburgh
130 Arizona Ave
Plattsburgh, NY 12903
518-563-5878 (T)
518-562-1321 (F)

Poughkeepsie
251 Upper North Road
Highland, NY 12528
845-691-6098 (T)
845-691-6099 (F)

Rochester
3445 Winton Place
Rochester, NY 14623
585-427-9020 (T)
585-427-9021 (F)

Syracuse
6085 Court Street Road
Syracuse, NY 13206
315-699-5281 (T)
315-699-3374 (F)

Utica
301 St. Anthony Street
Utica, NY 13501
315-735-3309 (T)
315-735-0742 (F)

Watertown
26581 NYS Route 283
Watertown, NY 13601
315-786-7887 (T)
315-786-2022 (F)

Project No.	Project Name	Date Collected	Laboratory Instructions	Report Distribution				
PL5598	Essex County Fish Hatchery Bldg	4/19/16	Turn-Around-Time: 4hr <input type="checkbox"/> 6hr <input type="checkbox"/> 12hr <input type="checkbox"/> 24hr <input type="checkbox"/> 48hr <input type="checkbox"/> 72hr <input type="checkbox"/> 5day <input type="checkbox"/>	Send Reports To (ATL Office): ATL Contact: Send Copy To: Email Results:				
Project Contact:	Art Cross		Analysis Requested: <input type="checkbox"/> PCM <input checked="" type="checkbox"/> TEM-AHERA <input type="checkbox"/> TEM-NIOSH 7402	Plattsburgh Art Cross knaus@plattsburghtesting.com				
Project Location:	Crown Point, NY			YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>				
Field Sample No.	Sample Areas	Sample Location	Sample Type	Pump No.	Sampling Time (military)	Flow Rate	Volume (Liters)	Laboratory Sample ID No.
PL5598 SA01	OWA	Northeast AOC	SA	-	0836 106	9.5 9.5	1425	
PL5598 SA02	OWA	Northwest AOC	SA	-	0837 107	9.5 9.5	1425	
PL5598 SA03	OWA	Center AOC	SA	-	0838 108	9.5 9.5	1425	
PL5598 SA04	OWA	Southwest AOC	SA	-	0839 109	9.5 9.5	1425	
PL5598 SA05	OWA	Kitchen Center	SA	-	0840 110	9.5 9.5	1425	
PL5598 SA06	OWA	Dining Room East	SA	-	0841 111	9.5 9.5	1425	
PL5598 SA07	OWA	Dining Room West	SA	-	0842 112	9.5 9.5	1425	
PL5598 SA08	OWA	Dining Room Center	SA	-	0843 113	9.5 9.5	1425	
PL5598 SA09	OWA	Living Room Center	SA	-	0844 114	9.5 9.5	1425	
PL5598 SA10	OWA	Blank I	BL	-	0845 115	9.5 9.5	1425	
PL5598 SA11	OWA	Blank II	BL	-				
PL5598 SA12	OWA	Blank III	BL	-				
PL5598 SA13	OWA		BL	-				
PL5598 SA14	OWA		BL	-				
PL5598 SA15	OWA		BL	-				
PL5598 SA16	OWA		BL	-				
PL5598 SA17	OWA		BL	-				
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PL5598 SA190	OWA		BL	-				
PL5598 SA191	OWA		BL	-				

Appendix B
Certifications and Submittals

Asbestos Certificate Code Classifications

The following letter codes shown on the enclosed asbestos certificates represent the corresponding asbestos classifications:

- | | |
|------------------------------------|--------------------------------------|
| A - Asbestos Handler | F - Operations & Maintenance |
| B - Allied Trades | G - Asbestos Supervisor |
| C - Air Sampling Technician | H - Asbestos Project Monitor |
| D - Building Inspector | I - Asbestos Project Designer |
| E - Management Planner | |

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2017
Issued April 01, 2016

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. PAUL J. MUCHA
AMERICA SCIENCE TEAM NEW YORK INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

*is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES AIR AND EMISSIONS
All approved subcategories and/or analytes are listed below:*

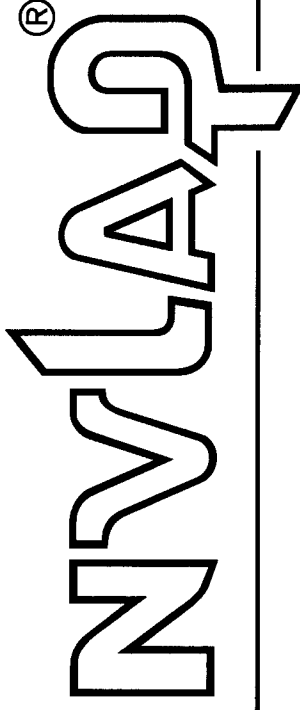
Miscellaneous

Asbestos	40 CFR 763 APX A No. III YAMATE, AGARWAL GIBB NIOSH 7402
Fibers	NIOSH 7400 A RULES

Serial No.: 54288

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 200546-0

AmeriSci New York
New York, NY

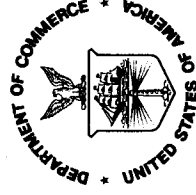
is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).

2015-06-29 through 2016-06-30

Effective Dates



A handwritten signature in black ink, which appears to read "Jean R. Murphy".

For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

AmeriSci New York
DBA: AmeriSci New York
117 E. 30th Street
New York, NY 10016
Mr. Paul Mucha
Phone: 212-679-8600 Fax: 212-679-2711
Email: pmucha@amerisci.com
<http://www.amerisci.com>

ASBESTOS FIBER ANALYSIS

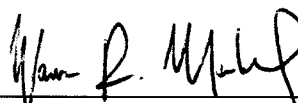
NVLAP LAB CODE 200546-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA 600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



For the National Voluntary Laboratory Accreditation Program

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2017
Issued April 01, 2016

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. PAUL J. MUCHA
AMERICA SCIENCE TEAM NEW YORK INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

*is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:*

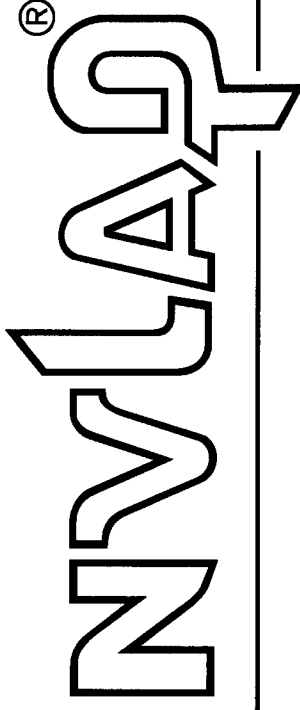
Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual

Serial No.: 54287

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 200546-0

AmeriSci New York
New York, NY

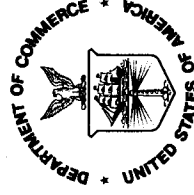
is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

2015-06-29 through 2016-06-30

Effective Dates



A handwritten signature in black ink, appearing to read "Jean R. M. J.", written over a horizontal line.

For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

AmeriSci New York
DBA: AmeriSci New York
117 E. 30th Street
New York, NY 10016
Mr. Paul Mucha
Phone: 212-679-8600 Fax: 212-679-2711
Email: pmucha@amerisci.com
<http://www.amerisci.com>

ASBESTOS FIBER ANALYSIS

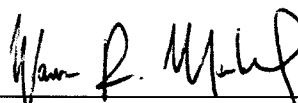
NVLAP LAB CODE 200546-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA 600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



For the National Voluntary Laboratory Accreditation Program

New York State – Department of Labor

Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

Atlantic Testing Laboratories, Limited

P.O. Box 29

Canton, NY 13617

FILE NUMBER: 99-0911

LICENSE NUMBER: 29276

LICENSE CLASS: RESTRICTED

DATE OF ISSUE: 09/03/2015

EXPIRATION DATE: 10/31/2016

Duly Authorized Representative – Marijean B Remington:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.



Eileen M. Franko, Director
For the Commissioner of Labor

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



THOMAS A FARLEY
CLASS(EXPIRES)
C ATEC(08/16) D INSP(08/16)
H PM (08/16)

08/16 11:56
01/17 358596007

MUST BE CARRIED ON ASBESTOS PROJECTS

New York State Department of Health Certificate of Asbestos Safety Training

This form is the official record of successful completion of a New York State accredited asbestos safety training course.

Certificate No. **746829**

I - To be completed by Trainee

Name of Trainee (print)	NYS Depart. of Motor Vehicles ID (DMV ID) ¹	
<u>Tom Farley</u>	<u>368 598 027</u>	
Signature of Trainee	Telephone Number	Date of Birth ¹
<u>Tom Farley</u>	<u>315-244-3255</u>	<u>06/21/88</u>
Address		
<u>8728 US Hwy 11</u>	<u>Potsdam</u>	<u>NY 13676</u>
(Street or PO Box)	(City)	(State) (Zip Code)

II - To be completed by Training Sponsor

Provider's Name	Telephone Number
<u>ECMC</u>	<u>3156879435</u>
Address	Course Location:
<u>116 Genesee St</u>	<u>Chittenden</u>
Zip Code	
<u>Chittenden NY 13617</u>	
Course Title: <u>Inspector</u>	
<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Refresher <input type="checkbox"/> <small>NYS DOH use only</small> <input type="checkbox"/> DOH Equivalency ²	
Training Language: <input checked="" type="checkbox"/> English <input type="checkbox"/> Other: _____	
Exam Grade/Date: <u>88% 1/28/16</u>	
Dates of Training: From: <u>1/28/16</u> To: <u>1/28/16</u> Expires: <u>1/28/17</u>	

I certify that the asbestos safety training course given on the above date complied with both 10 NYCRR Part 73 and TSCA Title II, was consistent with the curriculum and instructors approved by the New York State Department of Health, and the trainee receiving this certificate completed the training course and successfully passed the examination.

Training Director²: Charles Kirch (Print) Ch. Kirch (Signature)

DOH-2832 (10/03)

¹Optional Information

²DOH Equivalency signed by NYS DOH representative only

STUDENT

New York State Department of Health Certificate of Asbestos Safety Training

This form is the official record of successful completion of a New York State accredited asbestos safety training course.

Certificate No. **749871****I - To be completed by Trainee**

Name of Trainee (print) <i>Thomas Farley</i>	NYS Depart. of Motor Vehicles ID (DMV ID) ¹ <i>368 598 027</i>		
Signature of Trainee <i>Tom Farley</i>	Telephone Number <i>315-244-3255</i>	Date of Birth ¹ <i>08/21/88</i>	
Address <i>8728 US Hwy 11</i> <i>Potsdam</i> <i>NY</i> <i>13676</i> (Street or PO Box) (City) (State) (Zip Code)			

II - To be completed by Training Sponsor

Provider's Name Cornerstone Training Institute	Telephone Number <i>585-319-3625</i>
Address 515 State Street Rochester, NY 14608	Course Location: <i>515 State St.</i> <i>Rochester NY 14608</i>
Zip Code	

Course Title: *Project Monitor* ☐ Initial ☒ Refresher ☐ ^{NYS DOH use only} DOH Equivalency²Training Language: ☒ English ☐ Other: Exam Grade/Date: *92% 2/29/16*Dates of Training: From: *2/29/16* To: *2/29/16* Expires: *2/29/17*

I certify that the asbestos safety training course given on the above date complied with both 10 NYCRR Part 73 and TSCA Title II, was consistent with the curriculum and instructors approved by the New York State Department of Health, and the trainee receiving this certificate completed the training course and successfully passed the examination.

Training Director: *Darren Phil Buckingham* *[Signature]*
(Print) (Signature)

DOH-2832 (10/03)

¹Optional Information²DOH Equivalency signed by NYS DOH representative only

STUDENT

APPENDIX C

SAMPLE LOCATION PLAN

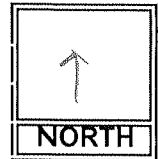


ATLANTIC TESTING LABORATORIES

Project Name: Essex County Fish Hatchery

Location: Crown Point, NY

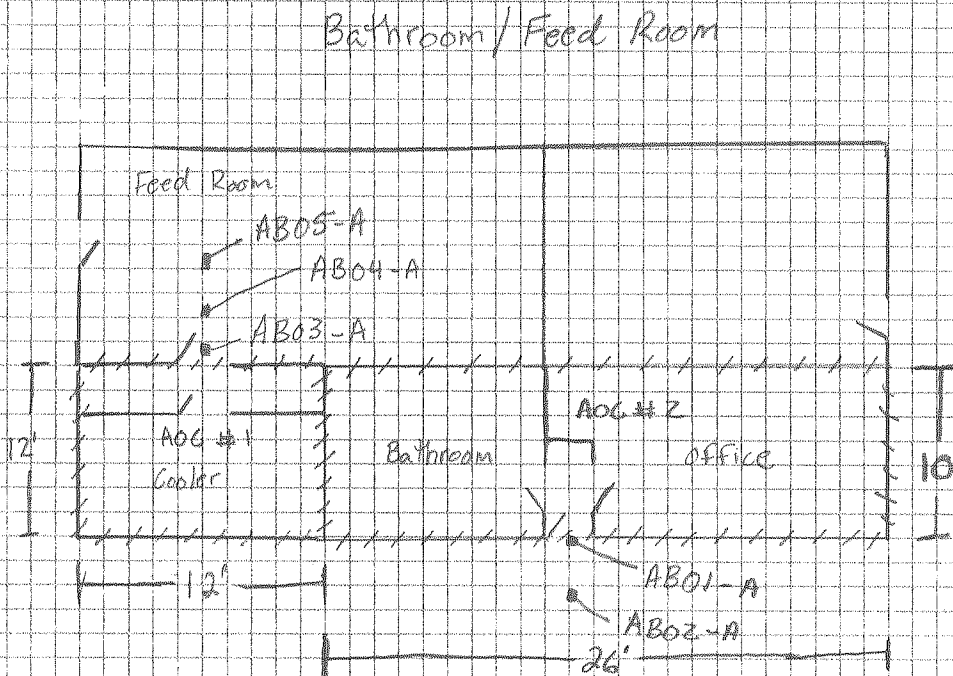
Page 1 of 1



ATL Project No.: PL5598

Drawn By: Tom Farley

Drawing No.: _____



REMARKS

1. +++ = Area of contamination

2. ■ = Bulk Debris sample

3. _____

4. _____

5. _____

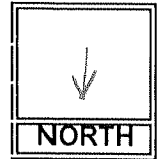


ATLANTIC TESTING LABORATORIES

Project Name: Essex County Fish Hatchery

Location: Crown Point, NY

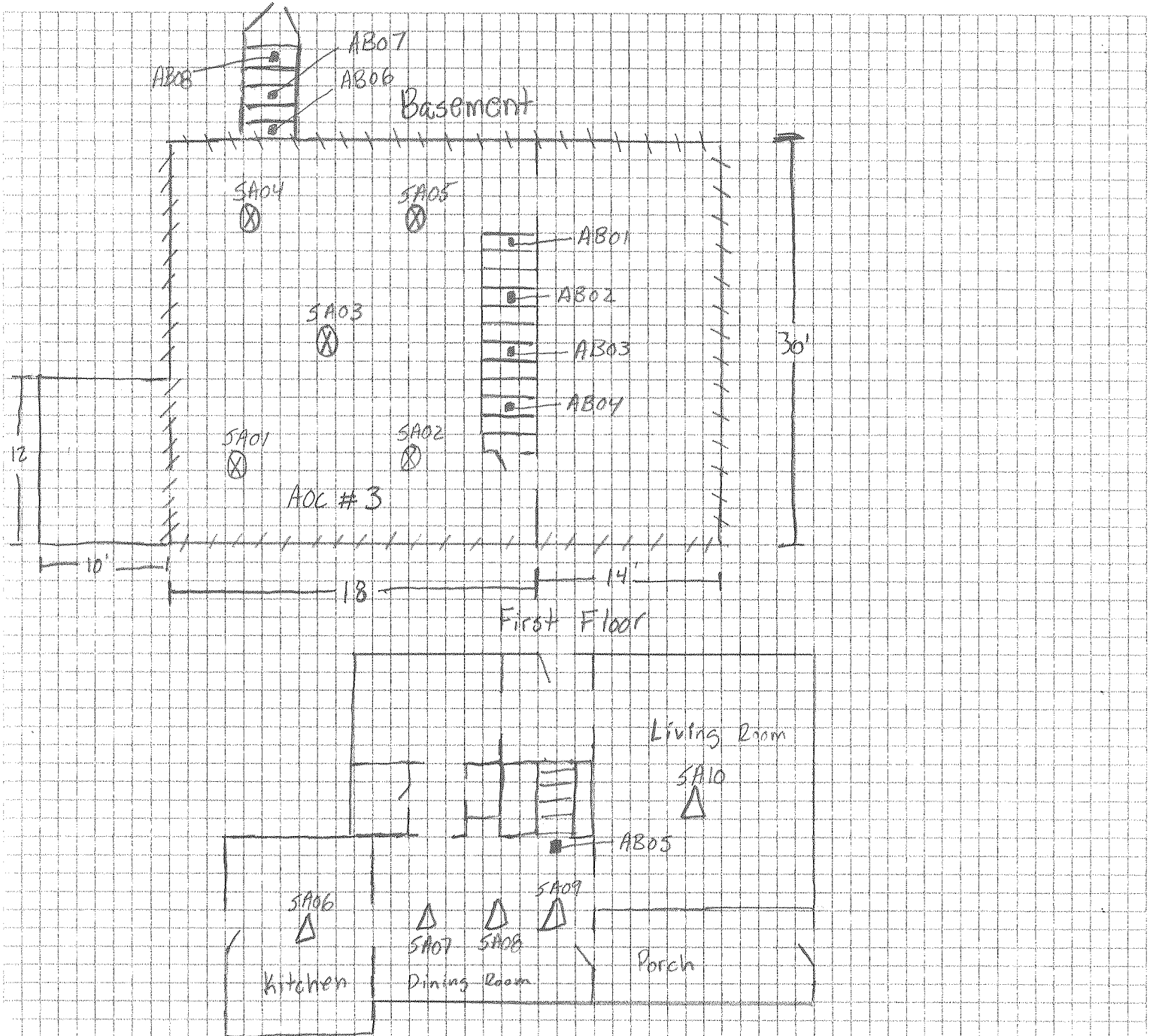
Page 1 of 1



ATL Project No.: PL5598

Drawn By: Tom Farley

Drawing No.: _____



REMARKS

1. +++ = Area of contamination
2. ⊗ = IWA Δ = OWA
3. ■ = Bulk Debris Samples
4. _____
5. _____

APPENDIX C
ASBESTOS ABATEMENT DRAWINGS

GENERAL ABATEMENT NOTES:

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL RULES, REGULATIONS, AND GUIDELINES, VARIANCES, AND THE PROJECT DOCUMENTS.
2. REFERENCE ASBESTOS ABATEMENT SPECIFICATIONS FOR REQUIREMENTS PERTAINING TO THE ABATEMENT OF ASBESTOS-CONTAINING MATERIALS.
3. HAZARDOUS MATERIALS ASSESSMENT AND SAMPLING REPORTS HAVE BEEN PREPARED FOR THE PROJECT AND SHALL BE REFERENCED FOR DETAILS PERTAINING TO SAMPLING AND ANALYSIS OF SUSPECT ACM. PERTINENT REPORTS ARE SUMMARIZED IN TABLE HM-01 INCLUDED ON THIS SHEET.
4. ALL MATERIALS MEASUREMENTS AND/OR QUANTITIES AND LOCATIONS ARE APPROXIMATE. INFORMATION PROVIDED ON DRAWINGS IS FOR REFERENCE ONLY.
5. THE CONTRACTOR SHALL COORDINATE ALL ABATEMENT AND REMOVALS WITH SCHEDULED DEMOLITION AND NEW CONSTRUCTION.
6. THE CONTRACTOR SHALL PERFORM WORK WITHOUT DAMAGE TO OR CONTAMINATION OF ADJACENT AREAS. WHERE SUCH AREAS ARE CONTAMINATED, SPECIFIED PROCEDURES FOR CONTAINMENT MUST BE FOLLOWED, AND CONTAMINATION MUST BE CLEANED UP.
7. ALL WORK SHALL BE PERFORMED IN SUCH A MANNER AS TO MINIMIZE THE RISK OF EXPOSURE TO PERSONNEL, TO PREVENT EXPOSURE TO OCCUPANTS, AND TO MINIMIZE THE RISK OF RELEASE OF HAZARDOUS MATERIALS TO THE ENVIRONMENT.
8. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING THE WORK AREA(S) IN A CLEAN AND SAFE CONDITION. THE CONTRACTOR SHALL ENSURE THAT UNCERTIFIED PERSONNEL OR UNAUTHORIZED VISITORS DO NOT ENTER ACTIVE WORK AREAS AT ANY TIME.
9. THE LOCATION OF ANY SITE STORAGE OF MATERIAL, EQUIPMENT, AND WASTE TRAILER/DUMPSTER SHALL BE COORDINATED WITH AND APPROVED BY APPROPRIATE SITE PERSONNEL.
10. THE CONTRACTOR IS RESPONSIBLE FOR ALL TOOLS, EQUIPMENT, AND SUPPLIES. THE OWNER WILL NOT BE LIABLE FOR THEFT OF DAMAGE.
11. THE PROVISIONS OF ANY SITE-SPECIFIC VARIANCE(S) OBTAINED BY THE CONTRACTOR SHALL NOT BE IMPLEMENTED UNTIL APPROVED BY APPROPRIATE SITE PERSONNEL.

TABLE HM-01: HAZARDOUS MATERIALS ASSESSMENT AND SAMPLING REPORTS

REPORT TITLE AND NO.	PREPARED BY	DATE
LIMITED HAZARDOUS MATERIALS SURVEY REPORT	ATL	JANUARY 13, 2016
INCIDENTAL DISTURBANCE ASSESSMENT, STATIC AIR SAMPLING, AND BULK DEBRIS SAMPLING REPORT	ATL	MAY 2, 2016
DIRECTED BULK SAMPLING AND ANALYSIS REPORT	ATL	MAY 3, 2016

TABLE HM-02: ASBESTOS ABATEMENT SCHEDULE

DRAWING NOTE ID	TYPE OF ACM	BUILDING	LOCATION	ESTIMATED QUANTITY
01-A	BLACK MASTIC	RESIDENCE BUILDING	ROOM NO. F - DOORWAY THRESHOLD	4 SQUARE FEET
02-A	GRAY PIPE TSI	RESIDENCE BUILDING	ROOM NOS. I AND J	140 LINEAR FEET (960 SQUARE FEET OF INCIDENTAL DISTURBANCE)
03-A	GRAY PIPE TSI FITTINGS	RESIDENCE BUILDING	ROOM NOS. I AND J	
04-A	BLACK WATERPROOFING TAR	RESIDENCE BUILDING	EXTERIOR BUILDING FOUNDATION	700 SQUARE FEET
05-A	GRAY PUTTY	RESIDENCE BUILDING	EXTERIOR ELECTRICAL PENETRATIONS	1 SQUARE FOOT
06-A	OFF-WHITE GLAZING	RESIDENCE BUILDING	EXTERIOR STORM WINDOWS	4 SQUARE FEET
07-A	WHITE GLAZING	GARAGE	EXTERIOR WINDOWS	10 SQUARE FEET
08-A	WHITE GASKET	GARAGE	ROOM NO. A - FURNACE	1 SQUARE FOOT
09-A	WHITE GLAZING	POLE BARN	STORED WINDOW UNITS	3 SQUARE FEET
10-A	WHITE CEMENTITIOUS BOARD	OLD BUILDING	ROOM NO. B	5 SQUARE FEET
11-A	WHITE GLAZING	OLD BUILDING	EXTERIOR WINDOWS	12 SQUARE FEET
12-A	BROWN WITH WHITE STREAKS 9- BY 9-INCH FLOOR TILE	BATHROOM/FEED ROOM BUILDING	ROOM NOS. B AND C	120 SQUARE FEET
13-A	BROWN VERMICULITE BLOWN-IN INSULATION	BATHROOM/FEED ROOM BUILDING	ROOM NOS. B, C, D, AND E (WALLS AND CEILING)	1,300 SQUARE FEET (404 SQUARE FEET AREA OF INCIDENTAL DISTURBANCE)

TABLE HM-03: IDENTIFIED MATERIALS WITH TRACE ASBESTOS

TYPE OF MATERIAL	BUILDING	LOCATION
GRAY WINDOW GLAZING	RESIDENCE BUILDING	ROOM NO. I (INTERIOR)
OFF-WHITE GLAZING	RESIDENCE BUILDING	EXTERIOR WINDOWS
WHITE/GRAY PUTTY	RESIDENCE BUILDING	EXTERIOR ELECTRICAL PENETRATIONS

ASBESTOS ABATEMENT PLAN

Drawn By:

JDF

Drawing:

AA-01

Scale:

Not to Scale

Project No.:

PL5598

Date :

May 2016

Essex County Fish Hatchery
New Building
Crown Point, New York

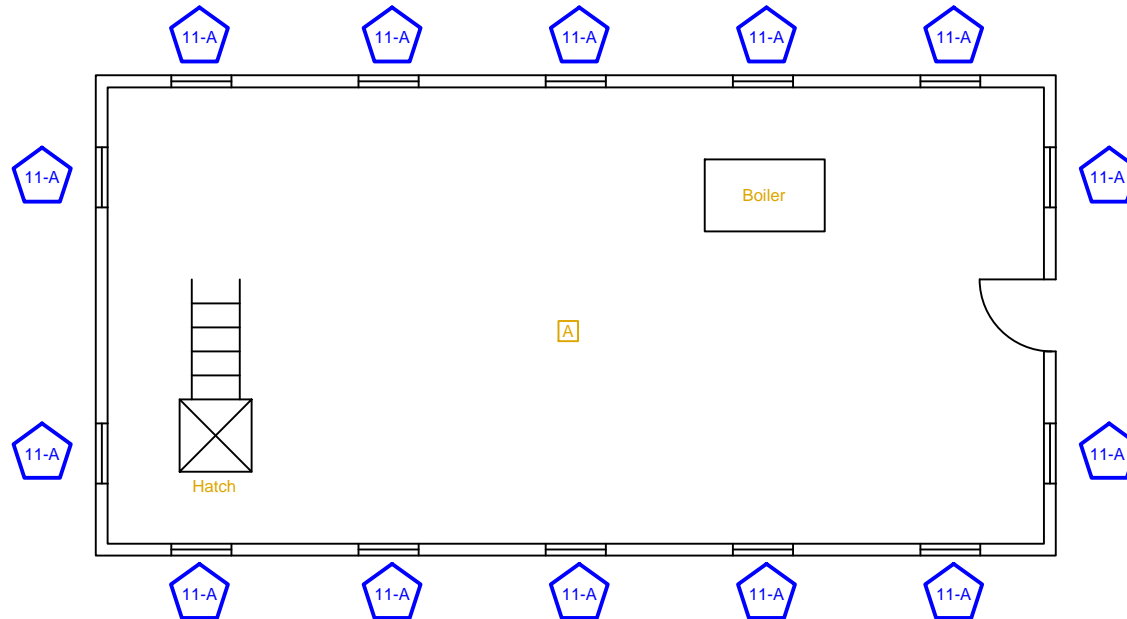


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Plattsburgh, NY Rochester, NY Syracuse, NY Utica, NY Watertown, NY

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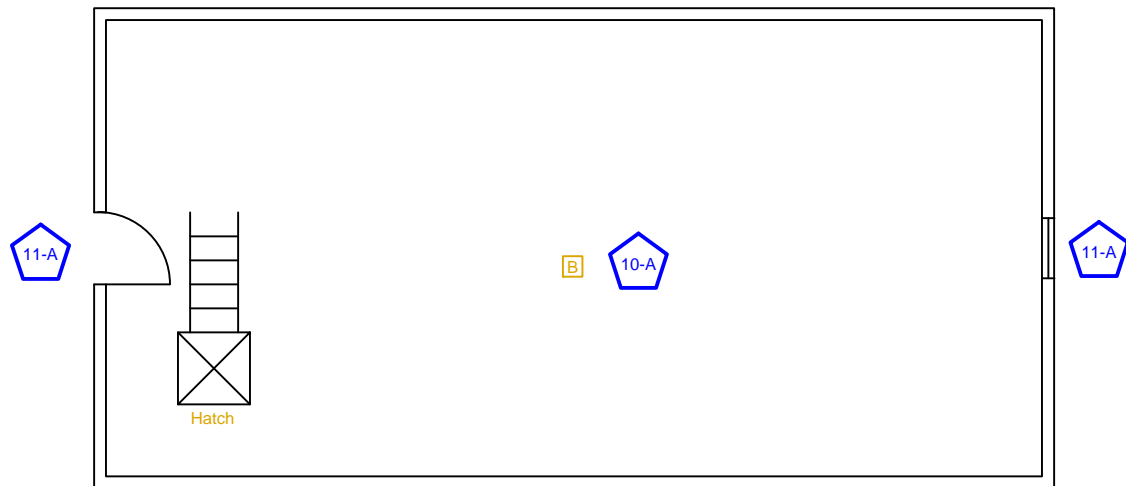
First Floor
Scale: NTS

ASBESTOS KEY NOTES :

A ROOM LABEL FOR IDENTIFICATION PURPOSES ONLY

10-A REMOVE AND DISPOSE OF ASBESTOS-CONTAINING WHITE CEMENTITIOUS BOARD FROM AREA INDICATED.

11-A REMOVE AND DISPOSE OF ASBESTOS-CONTAINING WHITE GLAZING FROM EXTERIOR SIDE OF WINDOWS.



Attic
Scale: NTS

ASBESTOS ABATEMENT PLAN

Drawn By:
JDF

Drawing:
AA-02

Scale:
Not to Scale

Project No.:
PL5598

Date :
May 2016

Essex County Fish Hatchery
Old Building
Crown Point, New York

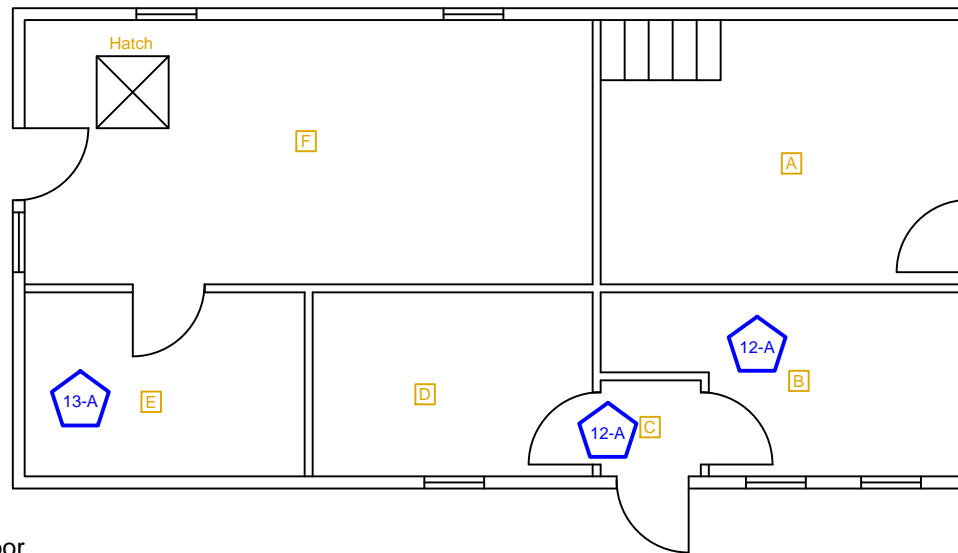


ATLANTIC TESTING LABORATORIES, Limited

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Plattsburgh, NY Rochester, NY Syracuse, NY Utica, NY Watertown, NY

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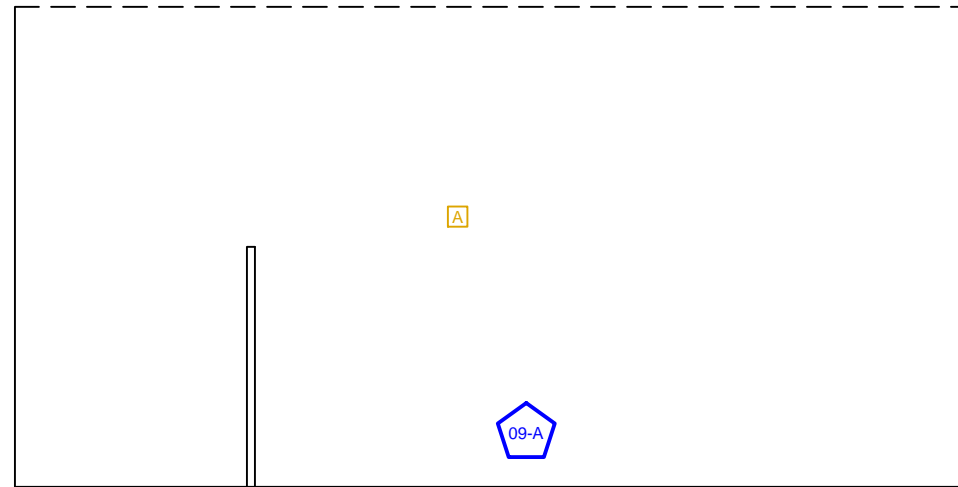
 **First Floor**
Scale: NTS

ASBESTOS KEY NOTES :

A ROOM LABEL FOR IDENTIFICATION PURPOSES ONLY

- 12-A REMOVE AND DISPOSE OF ASBESTOS-CONTAINING BROWN WITH WHITE STREAKS 9- BY 9-INCH FLOOR TILE FROM AREA INDICATED.
- 13-A REMOVE AND DISPOSE OF ASBESTOS-CONTAINING BROWN VERMICULITE BLOWN-IN INSULATION FROM AREA INDICATED. CLEANUP OF AREA AFFECTED BY INCIDENTAL DISTURBANCE OF THIS MATERIAL SHALL BE IN ACCORDANCE WITH APPROVED SITE-SPECIFIC VARIANCE.

SAMPLE LOCATION PLAN	Drawn By: JDF	Drawing: AA-03	Scale: Not to Scale	Project No.: PL5598	Date : May 2016
Essex County Fish Hatchery Bathroom/Feed Room Crown Point, New York	<div data-bbox="1213 1435 1331 1549">  </div> <div data-bbox="1373 1458 1955 1487">ATLANTIC TESTING LABORATORIES, Limited</div> <div data-bbox="1373 1495 1955 1542"> Albany, NY Binghamton, NY Canton, NY Elmira, NY Poughkeepsie, NY Plattsburgh, NY Rochester, NY Syracuse, NY Utica, NY Watertown, NY </div> <div data-bbox="1268 1549 1404 1565">WBE Certified Company</div> <div data-bbox="1814 1549 1955 1565">www.AtlanticTesting.com</div>				



ASBESTOS KEY NOTES :

A ROOM LABEL FOR IDENTIFICATION PURPOSES ONLY

09-A REMOVE AND DISPOSE OF ASBESTOS-CONTAINING WHITE GLAZING ASSOCIATED WITH WINDOW UNITS STORED IN OPEN AIR POLE BARN STRUCTURE.

ASBESTOS ABATEMENT PLAN

Drawn By:
JDF

Drawing:
AA-04

Scale:
Not to Scale

Project No.:
PL5598

Date :
May 2016

*Essex County Fish Hatchery
Pole Barn
Crown Point, New York*

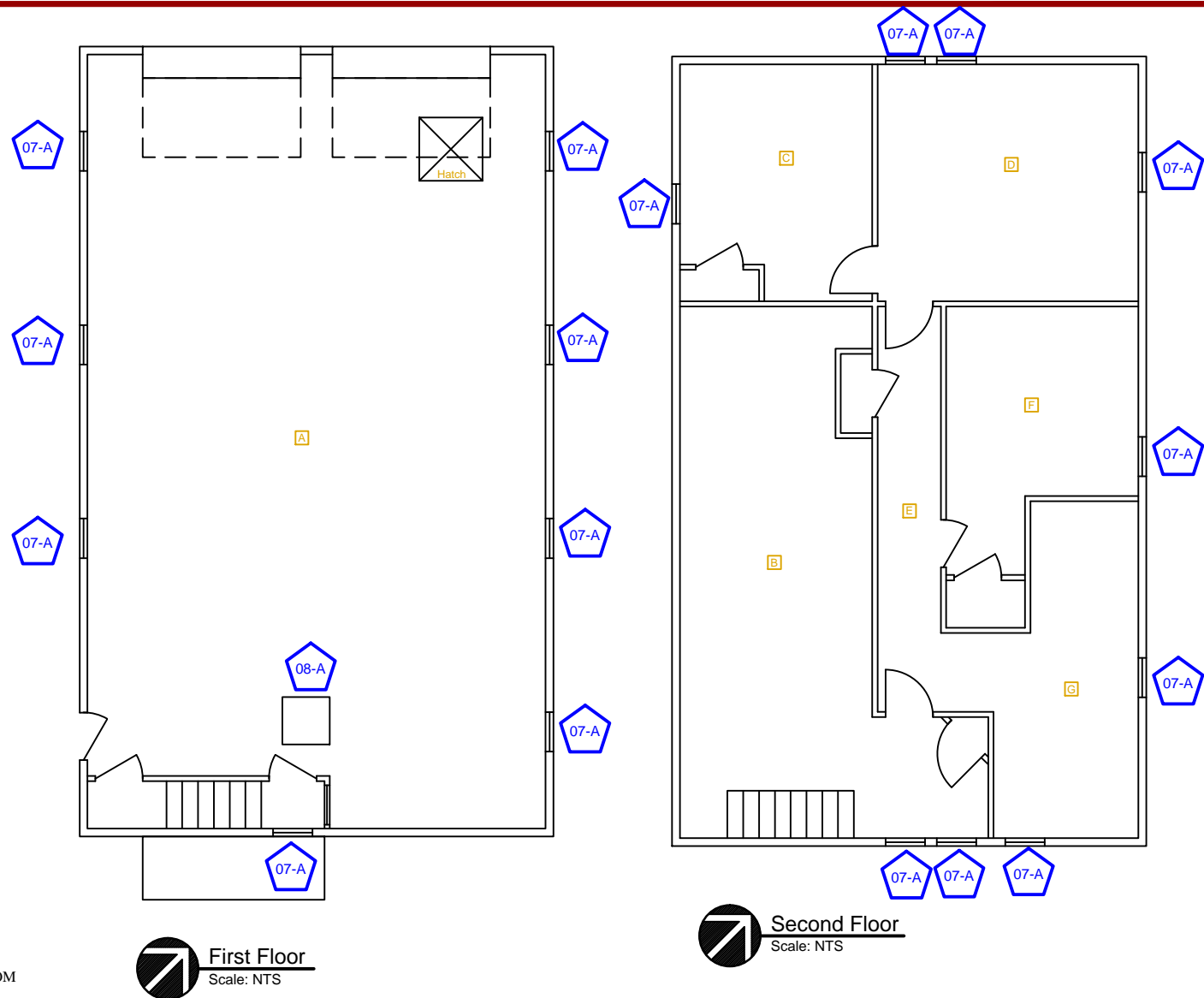


WBE Certified Company

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Albany, NY Binghamton, NY Canton, NY Elmira, NY Poughkeepsie, NY
Plattsburgh, NY Rochester, NY Syracuse, NY Utica, NY Watertown, NY

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ASBESTOS ABATEMENT PLAN

Essex County Fish Hatchery
Garage
Crown Point, New York

Drawn By:

JDF

Drawing:

AA-05

Scale:

Not to Scale

Project No.:

PL5598

Date :

May 2016

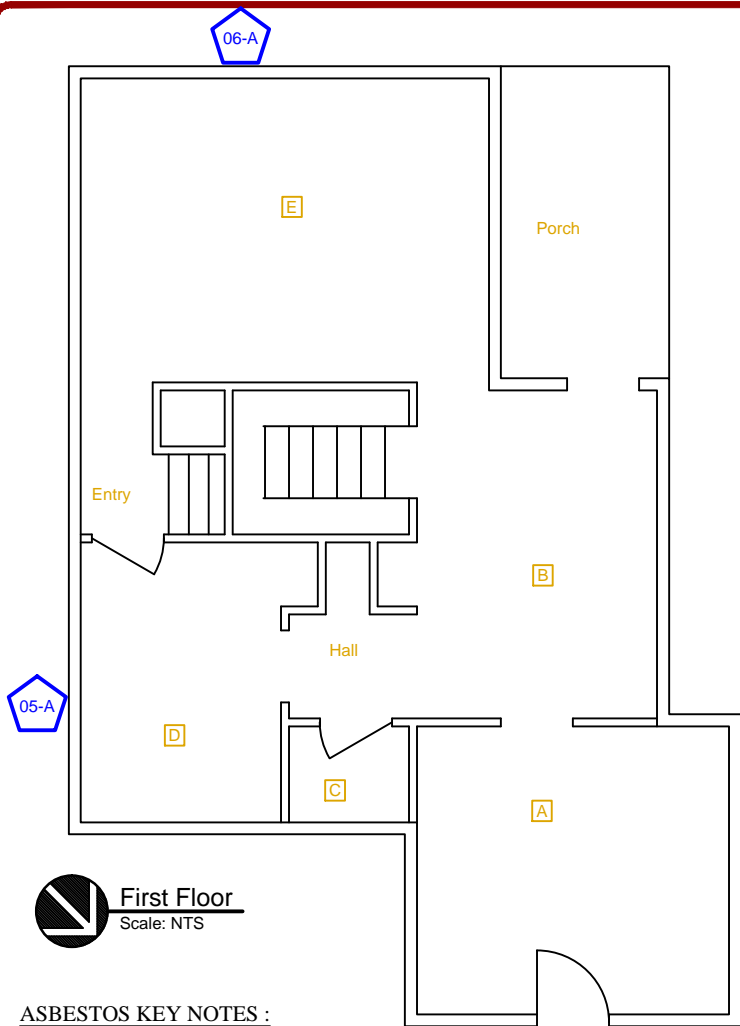


WBE Certified Company

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Albany, NY Binghamton, NY Canton, NY Elmira, NY Poughkeepsie, NY
Plattsburgh, NY Rochester, NY Syracuse, NY Utica, NY Watertown, NY

www.AtlanticTesting.com

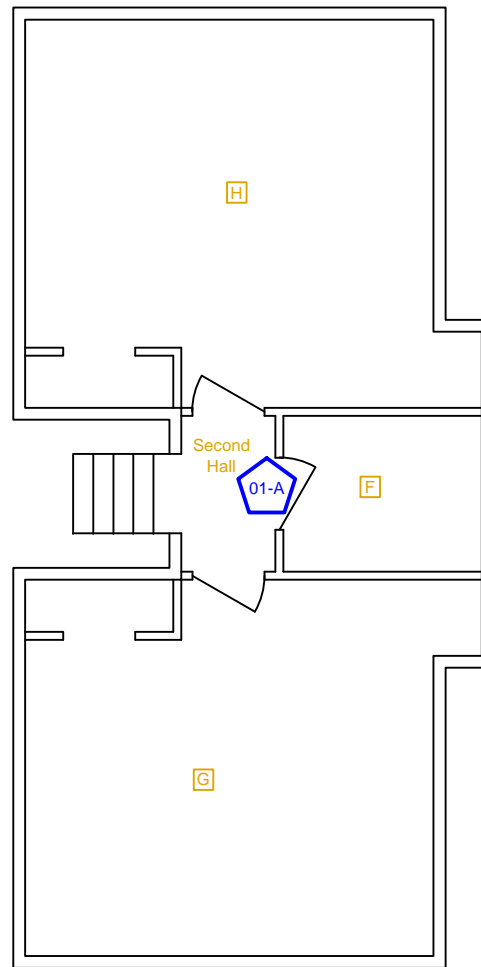


First Floor
Scale: NTS

ASBESTOS KEY NOTES :

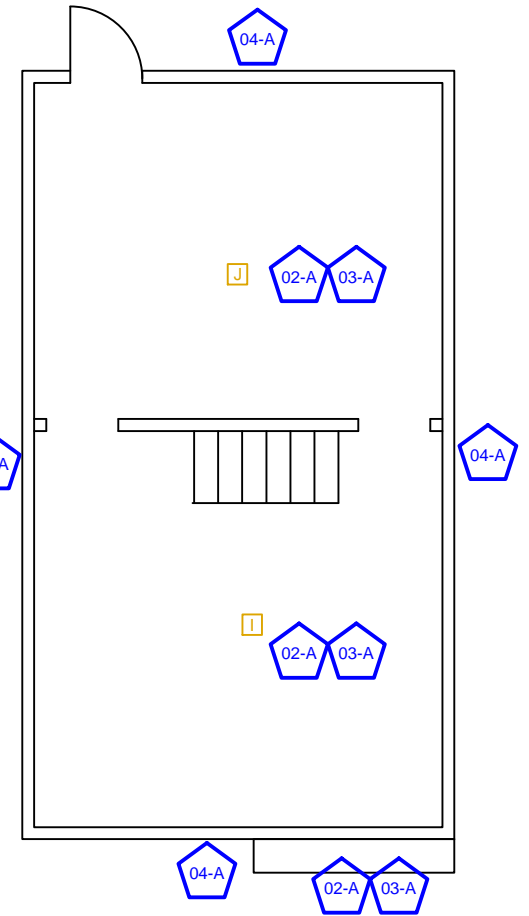
A ROOM LABEL FOR IDENTIFICATION PURPOSES ONLY

- 01-A REMOVE AND DISPOSE OF ASBESTOS-CONTAINING BLACK MASTIC ASSOCIATED WITH DOORWAY THRESHOLD.
- 02-A REMOVE AND DISPOSE OF ASBESTOS-CONTAINING GRAY PIPE TSI. CLEANUP OF AREA AFFECTED BY INCIDENTAL DISTURBANCE OF THIS MATERIAL SHALL BE IN ACCORDANCE WITH APPROVED SITE-SPECIFIC VARIANCE.
- 03-A REMOVE AND DISPOSE OF ASBESTOS-CONTAINING GRAY TSI PIPE FITTINGS. CLEANUP OF AREA AFFECTED BY INCIDENTAL DISTURBANCE OF THIS MATERIAL SHALL BE IN ACCORDANCE WITH APPROVED SITE-SPECIFIC VARIANCE.



Second Floor
Scale: NTS

- 04-A REMOVE AND DISPOSE OF ASBESTOS-CONTAINING BLACK WATERPROOFING TAR FROM EXTERIOR BUILDING FOUNDATION.
- 05-A REMOVE AND DISPOSE OF ASBESTOS-CONTAINING GRAY PUTTY FROM EXTERIOR ELECTRICAL PANELS.
- 06-A REMOVE AND DISPOSE OF ASBESTOS-CONTAINING OFF-WHITE GLAZING FROM EXTERIOR STORM WINDOWS.



Basement
Scale: NTS

ASBESTOS ABATEMENT PLAN

*Essex County Fish Hatchery
Residence Building
Crown Point, New York*

Drawn By:	Drawing:	Scale:	Project No.:	Date :
JDF	AA-06	Not to Scale	PL5598	May 2016



ATLANTIC TESTING LABORATORIES, Limited

Albany, NY Binghamton, NY Canton, NY Elmira, NY Poughkeepsie, NY
Plattsburgh, NY Rochester, NY Syracuse, NY Utica, NY Watertown, NY

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APPENDIX D

DRAFT SITE-SPECIFIC VARIANCE (RESIDENCE BUILDING)



Petition for an Asbestos Variance

To apply for an asbestos variance the Project Designer must:

- Complete all of the information on pages one and two of this asbestos variance request. Please type or print.
- Sign and date page two of the certification and all of the attachments.
- Send two copies of the petition and all attachments, with your \$350 fee, to the address at the top of this page.
 - Make your check or money order payable to the Commissioner of Labor.
- Optional: To speed up the process you may include a self-addressed, stamped, express-mail envelope.

1a. Is this petition related to a safety or health emergency? ____ Yes ____ ☒ No

b. If yes, explain: _____

2a. **Name of Petitioner**, (Property Owner): Essex County Department of Public Works

b. Street Address: 8053 US Route 9

c. City: Elizabethtown

d. State: NY e. Zip: 12932

f. Telephone Number: (518) 873 - 3745

g. Fax Number: (518) 873 - 3339

h. Petitioner's Federal Employee Identification Number (FEIN) _____

3a. **Petitioner's Agent (Asbestos Contractor) Firm Name:** Atlantic Testing Laboratories, Limited

b. Street Address: 6431 U.S. Highway 11

c. City: Canton

d. State: NY e. Zip: 13617

f. Telephone Number: (315) 386 - 4578

g. Fax Number: (315) 386 - 1012

4a. Asbestos Contractor License No. 29276 b. Name of Firm: Atlantic Testing Laboratories, Limited

5. Building Description:

a. Affecting premises known as: Former Residential Structure-Essex County Fish Hatchery

b. These premises are situated on the ____ North, ☒ South, ____ East, ____ West side of ____ Street, ____ Ave, ☒ Road.

c. County of Essex County

d. Street Address: Fish Hatchery Road

e. City Crown Point

f. State: NY g. Zip 12928

h. Is building occupied? ____ Yes ____ ☒ No

i. Current function of building: Former Residential Structure

j. Approximate area (square feet) of building: NA k. Number of stories or height in feet: 2 Story

l. What is within 25 feet of all four sides (North, South, East, West) of building? i.e. sidewalk, alley, land, another building, etc.: Buildings, lawns, road

6. Order To Comply or Notice of Violation. Attach copy.

a. Issued to: ____ Owner ____ Asbestos Contractor ____ Operator ____ Other

b. Name on Order or Notice: _____ c. Date issued: ____ / ____ / ____

d. List the Industrial Code Rule (ICR) citations given on the Order to Comply or Notice of Violation: _____

7. If a variance has been granted previously for work closely resembling this project list:

a. Variance number: 14-0440 b. Date variance granted: 04 / 21 / 2014

Note: Add a separate typed or printed page for each work area and work procedure. Sign and date each page.

8. **Work Area Description Table:** Attach additional tables and scale drawings of work area and pictures, as needed.

Work Area Designation	Exterior or Interior	Work/Room Area Dimensions	Type of Asbestos Containing Material (ACM)	Quantity of ACM	Condition of ACM (level of damage)	Friability of ACM (non-friable or friable)	Type of Containment (full, 2-layer tent, single layer tent, open-air, etc.)
1	Interior	Approximately 960 Square Feet	TSI and TSI Debris	Approximately 960 sqft TSI Debris and 60 Linear Feet TSI	Poor Condition	Friable	Modified Full

9. **ICR 56 Relief Sought:** List the individual sections of ICR 56 for which relief is sought, for each work area or method used. Provide sufficient detail in an attachment. ICR 56-7.11(e) and 56-11.2 (See Attached)

10. **Hardship Description:** What is the hardship, (e.g. Limited room for decons, exhaust ducts must be longer than 25 feet, all surfaces are contaminated and cannot be plasticized) for each work area or method used? Provide sufficient detail in an attachment. Include condemnation letter or EPA Approval letter if applicable. Large Incidental disturbance with wood ceiling/subfloor framing and soil floor in portion of area of concern.

11. **Proposed Abatement Method Description for each work area or method used.** Include scale drawings and pictures as necessary. Lack of sufficient detail will delay issuance of variance decision.

- a. Will proposed abatement methods render non-friable ACM material friable? Yes X No
- b. What proposed abatement method, increased engineering controls and detailed procedures will be used to compensate for the relief being sought? (i.e. Increased negative air rate, negative pressure glovebag, negative pressure glovebox, high temperature glovebag, intact component removal, etc.) Include sufficiently detailed procedures to complete the proposed work.

See Attachment

Project Designer Certification

I request that the Commissioner of Labor issue a variance from the requirements of Industrial Code Rule (ICR) 56. This request is based on the information in this application and the attached documents.

I certify that the information contained in this petition is true and accurate.

I understand that if a variance is granted it may be withdrawn by the Commissioner:

- if any of the information provided in this petition is found to be inaccurate or
- if there are violations of Article 30 of the New York State Labor Law or New York State regulations.

I give the Commissioner of Labor permission to provide all of my companies records for Unemployment Insurance (U.I.) reports and contributions to employees of the New York State Department of Labor. This includes information about withholding, wage reporting, U.I. returns, U.I. registration, New Hires, and all records of U.I. delinquencies. This information may only be used for government purposes regarding the licensing and certification of this company as required by Article 30 of the New York State Labor Law and the regulations of the New York State Department of Labor, and for monitoring the company's compliance with Article 30 and ICR 56.

12 a. Project designer name (print): Joseph D. Grabowski

b. Project Design Asbestos Contractor firm name: Atlantic Testing Laboratories, Limited

c. Street: 6431 U.S. Highway 11

d. City: Canton e. State: NY f. Zip: 13617 g. Phone: (315) 386-4578

h. Designer certificate number: 01-08166 i. Expiration Date: 12 / 31 / 2016

j. Design Firm Asbestos Contractor License Number 29276 k. Expiration Date: 10 / 31 / 2016

13 a. Project designer signature: _____ b. Date: _____/_____/_____



ATLANTIC TESTING LABORATORIES

WBE certified company

Plattsburgh
130 Arizona Avenue
Suite 1540
Plattsburgh, NY 12903
518-563-5878 (T)
atlantictesting.com

May 11, 2016

New York State Department of Labor
Division of Safety and Health
Engineering Services Unit
Albany, New York 12240

Attn: Mr. Edward Smith, P.E.
Associate Safety and Health Engineer

Re: Site-Specific Variance Request
Incidental Disturbance
Former Residential Structure
Essex County Fish Hatchery
Crown Point, New York
ATL Report No. PL5598AV-02-05-16

Ladies/Gentlemen:

We respectfully request relief via variation from specific sections of Industrial Code Rule 56 (12 NYCRR Part 56), as described in Section 30 of the Labor Law, for the referenced project within the basement of the former residential structure at the Essex County Fish Hatchery facility located in Crown Point, Essex County, New York.

An historical incidental disturbance of friable pipe thermal system insulation (TSI) was recently identified in the basement area of the referenced building. The TSI debris is dispersed on the concrete floor of the basement and in an adjacent semi-crawlspace area with a soil floor. The building has signage posted to restrict access.

A visual assessment of the basement area of the referenced building was performed by Thomas A. Farley (Certification No. 13-11360) of ATL, on April 19, 2016. As summarized in ATL's Incidental Disturbance Assessment Report (ATL Report No. PL5598AV-01-05-16, dated May 2, 2016), static air samples were initially collected within the area of concern and from the areas adjacent to the area of concern. The static air samples were laboratory analyzed by transmission electron microscopy (TEM). Analytical results for the 5 samples analyzed were determined to have no asbestos detected (NAD). The remaining 5 air samples collected were not analyzed since the samples collected closer to the affected area were determined to have NAD. There were 8 bulk debris samples collected adjacent to the area of concern and 2 were subsequently laboratory analyzed. The 2 bulk debris samples analyzed were determined to have no visible asbestos (NVA). On the basis of the visual assessment, static air samples, and bulk debris samples, it is determined that the contaminated area is approximately 960 square feet. A site sketch, depicting the incidental disturbance work area, is included with ATL's Incidental Disturbance Assessment Report.

DRAFT SUBJECT TO REVIEW BY NYSDOL

DRAFT SUBJECT TO REVIEW BY NYSDOL

We request that the cleanup of the TSI debris be performed in accordance with 12 NYCRR 56-11.2, but for a large project. In addition to cleanup of the debris, the facility also plans to perform abatement of intact TSI from the basement and crawlspace areas of the referenced structure. TSI debris associated with the incidental disturbance will be removed and affected areas cleaned, prior to the other planned abatement work. The work area will be cleared with a final visual inspection per 12 NYCRR 56-9.1, and with aggressive air sampling techniques per 12 NYCRR 56-9.2, subsequent to removal of the identified ACM debris and other intact ACM scheduled for abatement.

This variance request is to facilitate completion of the referenced project in a safe and cost effective manner, while remaining consistent with the intent of Industrial Code Rule 56. A description of the work area, and summaries of the Industrial Code Rule 56 relief requested and proposed abatement methods, are provided in Attachment #1. The incidental disturbance report, and a completed SH752 (0208) form, "Petition for Asbestos Variance", are also attached.

Thank you for your assistance in this matter. Please contact our office should you have any questions, or require additional information.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited

Joseph D. Grabowski
Asbestos Services Manager
NYSDOL Certified Designer No. 01-08166

JDG/CJD/jdg

Attachments

DRAFT SUBJECT TO REVIEW BY NYSDOL

DRAFT SUBJECT TO REVIEW BY NYSDOL

ATTACHMENT- Work Area #1

Section 8

Work Area Description Table:

The project site is within the basement area of a former residential structure at the Essex County Fish Hatchery facility, located in Crown Point, Essex County, New York. The asbestos-containing materials (ACM) to be removed include friable pipe TSI debris dispersed on the concrete floor and on the soil floor of an adjacent semi-crawlspace area. The area of concern is approximately 960 square feet. The structure had signage posted to restrict access until cleanup is complete. The removal will follow 12 NYCRR 56-11.2, but for a large project. The debris will be properly containerized and disposed of as ACM, and the area will be cleaned in accordance with 12 NYCRR 56 requirements. In addition to the debris, abatement is scheduled for intact thermal pipe TSI (approximately 60 linear feet), within the basement and semi-crawlspace area. A final clean of the entire work area will then be completed, and final visual clearance and aggressive air sampling will be performed following the appropriate waiting/settling period.

Section 9

ICR 56 Relief Sought:

The scope of work consists of the cleanup of friable pipe TSI debris from basement area within the referenced structure. The abatement will be performed in accordance with the provisions set forth in Subpart 11.2 of the Code Rule 56 (12 NYCRR 56) regulation. This petition requests relief from the following sections of 12 NYCRR Section 30 of the Labor Law, and the items for relief will be applicable only for the ACM associated with the cleanup of the incidental disturbance and scheduled abatement of the intact pipe TSI in the work area, as previously referenced under Section 8 description.

56-11.2 Emergency Projects (Minor Incidental Disturbance)

56-7.11(e) Floor, Wall, & Ceiling Plasticizing and Sealing

Section 11

Proposed Abatement Method Description for Each Work Area or Method Used:

1. An attached large size personal and waste decontamination unit shall be utilized for the project.
2. After construction of the personal decontamination unit is complete, workers shall don proper personal protective equipment to perform the remainder of the work area preparation.
3. Since the entire area is considered contaminated, critical barriers shall be installed per 12 NYCRR 56-7.11(a), after the locations of the critical barriers are pre-cleaned utilizing HEPA vacuuming and wet wiping techniques.
4. Negative air shall be established at 8 air changes per hour.
5. A full-time certified Project Monitor shall be required on-site whenever the abatement contractor is performing cleanup activities.
6. Non-porous surfaces shall be cleaned by wet wiping and HEPA vacuuming.
7. Porous stored materials shall be discarded as ACM.
8. The basement walls are masonry and shall be wet wiped and HEPA vacuumed and then sprayed with encapsulant per NYCRR Part 56-8.7, prior to performing final aggressive air sampling techniques.

9. The wood framing that is exposed throughout the basement area shall be HEPA vacuumed and then sprayed with encapsulant per NYCRR Part 56-8.7, prior to performing final aggressive air sampling techniques.
10. The floor of the work area is concrete slab, with the exception of a small elevated section of the basement having a soil floor. For the soil floor section where there is visible TSI debris present, a minimum of 2 inches of soil shall be removed within a 5-foot radius of the debris and discarded as ACM. The area shall then be sprayed with encapsulant per NYCRR Part 56-8.7, prior to performing final aggressive air sampling techniques.
11. After a 12-hour waiting/settling period is complete, the Project Monitor shall inspect the area to verify that the encapsulant is dry and that there is no pooling of water left in the work area. If the area is dry, the Project Monitor shall perform the final visual clearance per NYCRR part 56-9.1.
12. If the Project Monitor final visual clearance is satisfactory for the work area, final aggressive PCM air sampling techniques shall be performed per NYCRR 56-9.2 regulations.

DRAFT SUBJECT TO REVIEW BY NYSDOL

DRAFT SUBJECT TO REVIEW BY NYSDOL

EXHIBIT C

INSURANCE REQUIREMENTS – PUBLIC WORKS CONTRACTORS

I. The Contractor and each of its subcontractors shall procure and maintain during the entire term of the contract the following required insurance:

- **Commercial General Liability Insurance**
\$1,000,000 per occurrence / \$2,000,000 aggregate, including coverage for liability assumed by contract, completed operations, explosion, collapse, underground hazard and products liability.
- **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
- **Owners & Contractors Protective Liability Insurance**
\$2,000,000 per occurrence / \$2,000,000 aggregate.
- **Excess/Umbrella Liability Insurance**
\$1,000,000 per occurrence / \$2,000,000 aggregate.

II. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to name the County as:

- (a) an additional insured on the Contractor's Commercial General Liability, Automobile Liability and Excess/Umbrella Liability insurance policies, and
- (b) a named insured on the Owners & Contractors Protective Liability Insurance Policy.

III. The policy/policies of insurance furnished by the Contractor shall:

- be from an A.M. Best rated "A" New York State licensed insurer; and
- contain a 30-day notice of cancellation

IV. The Contractor agrees to indemnify the County for any applicable deductibles.

V. Contractor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County. Prior to commencement of work or use of facilities, the Contractor shall provide to the County proof that such requirements have been met by furnishing certificate(s) of such insurance, and the declarations pages from the policies of such insurance. The failure of the County to object to the contents of the certificate(s) and/or declarations pages, or the absence of same, shall not be deemed a waiver of any and all rights held by the County.

VI. All certificates of insurance will provide 30 days notice to the county of cancellation or non-renewal.

VII. Contractor and subcontractor waives all rights of subrogation against the owner and will have the General Liability, Umbrella Liability Workers' Compensation policies endorsed setting forth this Waiver of Subrogation.

VII. All policies will also contain no exclusions with respect to Section 240 and 241 of the NYS Labor Law.

IX. The County shall be listed as an additional insured on a primary and non-contributory basis.

APPENDIX D - STANDARD CLAUSES FOR ESSEX COUNTY CONTRACTS

1. Independent Contractor Status

The parties each acknowledge, covenant and agree that the relationship of the Contractor to the County shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, further covenants and agrees that it:

- (a) will conduct itself in accordance with its status as an independent contractor;
- (b) will neither hold itself out as nor claim to be an officer or employee of the County; and
- (c) will not make any claim, demand or application for any right or privilege applicable to an officer or employee of the County, including but not limited to workers' compensation benefits, unemployment insurance benefits, social security coverage or retirement membership or credits.

2. Contractor To Comply With Laws/Regulations

The Contractor shall at all times comply with all applicable state and federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement.

3. Licenses, Permits, Etc.

The Contractor shall, during the term of this agreement, obtain and keep in full force and effect any and all licenses, permits and certificates required by any governmental authority having jurisdiction over the rendition and performance of the services to be furnished by the Contractor under this agreement.

4. Termination

This agreement may be terminated without cause by either party upon 30 days prior written notice, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and mileage expenses actually incurred prior to such termination. Notwithstanding the foregoing, this agreement may be immediately terminated by the County:

- (a) for the Contractor's breach of this agreement, by serving written notice of such termination stating the nature of the breach upon the Contractor by personal delivery or by certified mail, return receipt requested, and upon such termination either party shall have such rights and remedies against the other as provided by law; or
- (b) upon the reduction or discontinuance of funding by the State or Federal governments to be used in furnishing some or all of the work, labor and/or services provided for under this agreement, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and expenses (if the same are to be paid under this agreement) actually incurred prior to such termination.

5. Defense & Indemnification

The Contractor shall defend, indemnify and hold harmless the County to the fullest extent allowed by law, and notwithstanding any insurance requirements, from and against any and all liability, losses, claims, actions, demands, damages, expenses, suits, judgments, orders, causes of action and claims, including but not limited to attorney's fees and all other costs of defense, by reason of any liability whatsoever imposed by law or otherwise upon the County for damages to person, property or of any other kind in nature, including but not limited to those for bodily injury, property damage, death arising out of or in connection with its officers, employees, agents, contractors, sub-contractors, guests or invitees negligence or

its/their performance or failure to perform this agreement.

6. **Discrimination Prohibited**

The services to be furnished and rendered under this agreement by the Contractor shall be available to any and all residents of Essex County without regard to race, color, creed, sex, religion, national or ethnic origin, handicap, or source of payment; and under no circumstances shall a resident's financial ability to pay for the services provided be considered unless such consideration is allowed by State and/or Federal law, rule or regulation.

7. **Non-Discrimination In Employment**

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. In the event that this is a contract to be performed in whole or in part within the State of New York for (a) the construction, alteration or repair of any public building or public work, (b) for the manufacture, sale or distribution of materials, equipment or supplies, (c) for building service, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin:

- (1) discriminate in hiring against any citizen who is qualified and available to perform the work; or
- (2) discriminate against or intimidate any employee hired for the performance of work under this contract.

The Contractor agrees to be subject to fines of \$50.00 per person per day for any violation of this paragraph, as well as to possible termination of this contract or forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Damage/Injury To Persons & Property**

The Contractor shall promptly advise the County of all damages to property of the County or of others, or of injuries incurred by persons other than employees of the Contractor, in any manner relating, either directly or indirectly, to the performance of this agreement.

9. **Records**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter collectively "the Records") in accordance with the following requirements:

- (a) the Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter;
- (b) the County Auditor, State Comptroller, the Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

The County shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified and designation of said records as exempt under the statute is reasonable. Nothing

contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation.

10. **Claims For Payment**

All invoices or claims for which payment is sought from the County must be submitted in accordance with the following:

- (a) each claim for payment must include
 - (1) an invoice detailing the claim,
 - (2) copies of all documentation supporting the claim,
 - (3) a properly completed County standard voucher, which includes
 - (i) the County contract number under which payment is being claimed, **AND**
 - (ii) the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. *[Failure to include this number or numbers will prevent and preclude payment by the County; except that where the payee does not have such number or numbers, the payee, on the invoice or County voucher, must give the reason or reasons why the payee does not have such number or numbers and such reasons constitute a valid excuse under law.]*
- (b) Unless otherwise provided in this agreement, each claim for payment must be submitted to the County no later than 30 days after the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (c) Notwithstanding any other provision of this agreement, no claim for payment shall be valid, and the County shall not be liable for payment thereof, unless it is submitted to the County within 30 days of the close of the calendar year in which the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (d) Unless otherwise provided in this agreement, the requirements of this paragraph 10, and/or of any other provisions of this agreement which supersede the same, shall constitute conditions precedent to the County's payment obligation, and failure to comply with any or all of said requirements shall entitle the County to deny payment.
- (e) As a further condition of payment, each claim of payment shall be accompanied by a Contractor and Sub-Contractor Progress Payment Waiver, Release and Discharge, and each Final Payment shall be accompanied by a Contractor and Sub-Contractor Final Payment, Waiver and Release form. As well as a Contractor Affidavit relative to Final Payment. Copies of these forms are attached and made a part hereof.

11. **Consent**

In the event that State or Federal law requires the recipient of services to be furnished and rendered under this agreement to give his/her prior consent thereto, the contractor shall obtain such person's consent and furnish proof thereof to the County.

12. **Executory Clause**

The County shall have no liability under this contract to the Contractor or to anyone else beyond the funds appropriated and available for this contract.

13. **Public Work & Building Service Contract Requirements**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof:

- (a) neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said

statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department; and

- (b) the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

14. **Public Work Contracts – Hazardous Substances**

If this is a contract for public work, the Contractor agrees as follows:

- (a) the Contractor acknowledges that the County uses and/or produces various substances which may be classified as hazardous under OSHA's Hazard Communication Standard;
- (b) the Contractor recognizes the use of said substances by the County and acknowledges that the County has provided, or upon request will provide, the Contractor with a description of such substances which may be present in the area of the County's facility/facilities to which the Contractor may have accessed during the performance of this contract;
- (c) the Contractor acknowledges that the County has provided, or upon request will provide, suggestions for appropriate protective measures which should be observed when the Contractor is in the area of any such hazardous substances;
- (d) the Contractor agrees to be solely responsible for providing training and information to its employees regarding any such hazardous substances, as well as of any protective measures suggested by the County;
- (e) the Contractor agrees to be solely responsible to ensure that the Contractor's employees observe protective measures during the performance of their duties in the performance of the contract, and that all such protective measures will be at least as stringent as those suggested or which would have been suggested by the County;
- (f) in the event that the Contractor's performance of the work under this contract requires the use of any hazardous substances, the Contractor shall notify the County in advance of bringing in and/or using such substances in or upon County property and suggest to the County appropriate measures to be observed by the County, its officers and employees, and/or the public; and
- (g) in the event the Contractor fails in whole or in part to comply with the terms of this paragraph, the County shall have the right to interrupt the Contractor's work and/or terminate this contract, and the Contractor shall be prohibited from renewing such work until all applicable safety and health procedures and practices are implemented by the Contractor.

15. **Disputes**

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be heard in a court of competent jurisdiction within the State of New York.

16. **Non-Assignment**

This agreement may not be assigned, subcontracted, transferred, conveyed, sublet or otherwise disposed of in whole or in part, by the Contractor, without the prior written consent of the County, and any attempts to assign the contract without the County's written consent are null and void.

17. **No Collusion**

If this contract was awarded based upon the submission of bids, the Contractor

warrants, under penalty of perjury, that:

- (a) its bid was arrived at independently and without collusion aimed at restricting competition; and
- (b) at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

18. **International Boycott**

In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000.00, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation, has participated, is participating, or shall participate in an International boycott in violation of the federal Export Administration Act of 1979, or regulations thereunder. If such contractor, or any of the aforesaid affiliates of Contractor, is convicted, or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the County Manager within five (5) business days of such conviction, determination or disposition of appeal.

19. **County's Rights of Set-Off**

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to the Contractor under this agreement up to any amounts due and owing to the County with regard to this contract, any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason, including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices, including, in cases of set-off pursuant to an audit, the acceptance of such audit by the County Board of Supervisors or its designated representative.

20. **Contractor Defined**

Whenever the term "Contractor" is used in this agreement, such term shall include and apply to all employees, all officers, directors and agents, if any, of the Contractor.

21. **Amendment**

This agreement may not be amended, modified or renewed except by written agreement signed by the Contractor and the County.

22. **Ownership Of Work Products**

All final and written or tangible work products completed by the Contractor shall belong to the County. In the event of premature discontinuance of performance, the Contractor agrees to deliver all existing products and data files to the County.

23. **Executive Order Debarment/Suspension**

In the event that this contract involves the Contractor furnishing goods and services in excess of \$100,000.00, or constitutes a subaward to subrecipients, under any Federal program, grant or other funding source, then by executing this agreement the Contractor certifies that neither it nor any of its principals are suspended or debarred within the scope or

meaning of Executive Orders 12549 and 12689, any Federal or State regulation implementing or codifying the same, or any other Federal or State law, rule or regulation.

24. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

In the event that this contract involves the use or disclosure of protected health information within the meaning or application of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations thereunder, the following provisions of this paragraph shall apply.

- (a) **Definitions.** The terms used, but not otherwise defined, in this Agreement shall have the same meaning as given such terms in 45 CFR §160.103 and §164.501, as the same may be amended from time to time, including but not limited to the following.
- (1) "Business Associate" shall mean the Contractor, its officers, employees, agents and subcontractors.
 - (2) "Covered Entity" shall mean Essex County (the "County"), its departments, agencies, officers and employees.
 - (3) "Individual" shall have the same meaning as given such term in 45 CFR §164.501 and shall also include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
 - (4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
 - (5) "Protected Health Information" shall have the same meaning as given such term in 45 CFR §164.501, limited to the information created or received by Contractor from or on behalf of the County.
 - (6) "Required by law" shall have the same meaning as given such term in 45 CFR §164.501.
 - (7) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- (b) **Obligations and Activities of Contractor.** Contractor agrees to:
- (1) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;
 - (2) use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
 - (3) mitigate, to the extent practicable, any harmful effect that is known, should have been known, and/or discovered to/by Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement;
 - (4) report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware;
 - (5) ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information;
 - (6) provide access, at the request of the County, and in the time and manner designated by the County or the Secretary, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR §164.524;
 - (7) make any amendment(s) to Protected Health Information in a Designated Record

Set that the County directs or agrees to pursuant to 45 CFR §164.526 at the request of the County or an Individual, and in the time and manner designated by the County or the Secretary;

(8) make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, and/or to the Secretary, in a time and manner designated by the County or by the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule;

(9) document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528;

(10) provide to the County or an Individual, in time and manner designated by the County or the Secretary, information collected in accordance with the above subparagraph (b)(9) of this Agreement, to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(c) Permitted Uses and Disclosures by Contractor.

Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the persons entitled to services under this Agreement:

(1) solely for the purposes of performing Contractor's obligations under this Agreement, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County; or

(2) provided that such use or disclosures are required by law; or

(3) Contractor

(A) obtains written authorization(s) from the individual to which the information pertains permitting the specific uses or disclosures of such information to third persons,

(B) represents and agrees in writing with such individual that the information to be used and/or disclosed will remain confidential and used or further disclosed only as required by law or for the purposes specified in the written authorization(s), and

(C) such third persons agree in writing to notify the County as soon as practicable and in writing of any instances of which such third person(s) is/are aware in which the confidentiality of the information has been breached; or

(4) provide Data Aggregation services to the County as permitted by 42 CFR §164.504(e)(2)(i)(B); or

(5) report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

(d) County To Inform Contractor of Privacy Practices and Restrictions.

The County agrees to notify the Contractor of any

(1) limitation(s) in its notice of privacy practices of the County in accordance with 45 CFR §164.520, to the extent that such limitation may affect the Contractor's use or disclosure of Protected Health Information;

- (2) changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Contractor's use or disclosure of Protected Health Information; and/or
- (3) restriction to the use or disclosure of Protected Health Information that the County has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

(e) Permissible Requests by County.

The County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the County; except that in the event that the services to be furnished by the Contractor under this Agreement requires data aggregation by the Contractor, the Contractor may use or disclose protected health information for such data aggregation or management and administrative activities of Contractor.

(f) Survival of Provisions.

The obligations of the Contractor under this paragraph 24 shall survive the expiration of the term of this Agreement and/or the termination of this Agreement, and said obligations shall remain effective and shall not terminate until all of the Protected Health Information provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in subparagraph (g) below.

(g) Return or Destruction of Protected Health Information.

Except as otherwise provided below, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon determination by the County that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

(h) Termination for Cause.

Upon the County's knowledge of a material breach of this paragraph by Contractor, the County shall:

- (1) either:
 - (A) provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement within the time specified by the County, or
 - (B) immediately terminate this Agreement if cure is not possible; and
- (2) report the violation to the Secretary.

(i) Miscellaneous.

- (1) Regulatory References. A reference in this Agreement to a section in the Privacy

Rule means the section as in effect or as amended.

(2) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Contractor under this paragraph 24 of this Agreement shall survive the termination of this Agreement.

(4) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the County to comply with the Privacy Rule.

25. **Severability**

If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

26. **Entire Agreement**

This agreement is the entire agreement between the parties, and the same shall be construed in accordance with the laws of the State of New York.

27. **For Medicaid/Federal Health Care Related Work**

Excluded/Debarred Party Clause

The Vendor/Contractor represents and warrants that it, nor its employees or contractors, are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event Vendor/Contractor, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Vendor/Contractor will notify Essex County in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, Essex County reserves the right to immediately cease contracting with the Vendor/Contractor.

If Vendor/Contractor is an Employment Agency, the Vendor/Contractor represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

The Vendor/Contractor further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

- The General Services Administration's Federal Excluded Party List System (or any successor system),
- The United States Department of Health and Human Services' Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list,
- The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered the Vendor/Contractor will notify Essex County in

writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, Essex County reserves the right to immediately cease contracting with the Vendor/Contractor.

28. **Cooperative Purchasing (Piggybacking)**

Pursuant to General Municipal Law §103 and County Law §408-a, any political subdivision or fire company (as both are defined in Section 100 of the GML) or district authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment and supplies may make said purchases under this existing contract (Piggybacking) provided, and on condition that this present contract was **LET TO THE LOWEST RESPONSIBLE BIDDER**. Therefore all terms and condition under this contract are extended to other political subdivisions and governmental entities.

Purchases under this contract by any other political sub-division other than Essex County shall be pursuant to the terms and conditions of Resolution No. 207 of 2013 dated July 1, 2013.

CONTRACTOR PROGRESS PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT: _____

OWNER: ESSEX COUNTY

CONTRACTOR: _____

W I T N E S S E T H :

The above-named Contractor, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its' successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrant, covenant and agree as follows:

1. Releasor is/was a Contractor relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.

2 Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Contractor, its, successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor, including but not limited to subcontractors and suppliers; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).

3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Owner, its' successors and assigns; (b) the Project Architect/Engineer; and (c) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a) and (b).

4. For and in consideration of the sum of \$_____, and other good and valuable consideration, which sum is acknowledged as being the full and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.

5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the Releasor or by any other party claiming any interest or right through the

Releasor.

6. The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services, materials and/or equipment provided to it in connection with the Project and/or any contract relating thereto.

7. The Releasor hereby grants to the Releasees the right to review and audit any and books and records of the Releasor at any time for verification.

IN WITNESS WHEREOF this instrument has been executed this ____ day of ____
_____, 20__.

Releasor

By: _____

(Print Name)

(Title)

STATE OF NEW YORK)
) SS:
COUNTY OF _____)

I, _____, being duly sworn, depose and say that: I reside at _____
_____, and I hereby sign this instrument under penalty of perjury; I am
the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of
the Releasor; and I hereby affirm that the statements contained in this instrument are true and
correct.

Vendor/Releasor Agent Sign Here

Sworn to before me this ____
day of _____, 20__.

Notary Public

CONTRACTOR FINAL PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT: _____

OWNER: _____ ESSEX COUNTY _____

CONTRACTOR: _____

W I T N E S S E T H :

The above-named Contractor, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its' successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrants, covenants and agrees as follows:

1. Releasor is/was a Contractor relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.

2 Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Contractor, its, successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor, including but not limited to subcontractors and suppliers; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).

3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Owner, its' successors and assigns; (b) Essex County, its agencies and departments (including but not limited to its Office for the Aging); and (c) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a) and (b).

4. For and in consideration of the sum of \$_____, and other good and valuable consideration, which sum is acknowledged as being the full, final and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.

5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the

Releasor or by any other party claiming any interest or right through the Releasor.

6. The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services, materials and/or equipment provided to it in connection with the Project and/or any contract relating thereto.

7. The Releasor hereby grants to the Releasees the right to review and audit any and books and records of the Releasor at any time for verification.

IN WITNESS WHEREOF this instrument has been executed this ____ day of _____, 20__.

Contractor

By:_____

(Print Name)

(Title)

STATE OF NEW YORK)
) SS:
COUNTY OF ESSEX)

I, _____, being duly sworn, depose and say that: I reside at _____
_____, and I hereby sign this instrument under penalty of perjury; I am
the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of
the Releasor; and I hereby affirm that the statements contained in this instrument are true and
correct.

Vendor/Releasor Agent Sign Here

Sworn to before me this _____
day of _____, 20__.

Notary Public

CONTRACTORS AFFIDAVIT RELATIVE TO FINAL PAYMENT

PROJECT: _____

OWNER: _____ ESSEX COUNTY _____

CONTRACTOR: _____

W I T N E S S E T H :

The herein below designated representative of the Contractor being duly sworn deposes and states:

1. He is duly authorized to sign this Affidavit on behalf of the Contractor.
2. That all payrolls, bills for materials and equipment, and other indebtedness connection with the work for which the County or the County's property might be responsible or encumbered have been paid or otherwise satisfied and there remain no further indebtedness or bills outstanding.
3. Attached hereto and made a part hereof is a valid certificate of insurance evidencing that insurance required by the contract documents will remain in full force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the owner.
4. Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract documents.
5. Attached hereto and made a part hereof at Schedule B is a detailed list of all sub-contractors and material suppliers.
6. Contractor warrants and represents that all sub-contractors, material suppliers and fringe benefit trust funds for employees of contractor and sub-contractors on the portion of the project encompassed by the work, as well as all workers and persons employed in connection therewith have been paid in full for all labor and work and materials furnished.
7. Contractor releases and waives any and all public improvement lien rights which contractor has against the County.

IN WITNESS WHEREOF, deponent has executed this document on ____ day of ____

_____, 20____.

Contractor

By:_____

(Print Name)

(Title)

STATE OF NEW YORK)
) SS:
COUNTY OF ESSEX)

I, _____, being duly sworn, depose and say that: I reside at _____, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained in this instrument are true and correct.

Vendor/Releasor Agent Sign Here

Sworn to before me this ____
day of _____, 20____.

Notary Public

SUBCONTRACTOR/SUPPLIER PROGRESS PAYMENT
WAIVER, RELEASE AND DISCHARGE

PROJECT: _____

OWNER: _____ ESSEX COUNTY

CONTRACTOR: _____

SUBCONTRACTOR/SUPPLIER: _____

W I T N E S S E T H :

The above-named Subcontractor/Supplier, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its, successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrants, covenants and agrees as follows:

1. Releasor is/was a subcontractor/supplier to the Contractor above-named relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.
2. Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Subcontractor/Supplier, its' successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Contractor and all of its, sureties and other guarantors on any payment, performance, labor and/or material bond or other undertaking; (b) the abovenamed Owner, its, successors and assigns; (c) the Project Architect/Engineer; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
4. For and in consideration of the sum of \$ _____, and other good and valuable consideration, which sum is acknowledged as being the full and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.
5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or

Notary Public

SUBCONTRACTOR/SUPPLIER FINAL WAIVER, RELEASE AND DISCHARGE

PROJECT: _____

OWNER: _____ ESSEX COUNTY _____

CONTRACTOR: _____

SUBCONTRACTOR/SUPPLIER: _____

W I T N E S S E T H :

The above-named Subcontractor/Supplier, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its, successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrants, covenants and agrees as follows:

1. Releasor is/was a subcontractor/supplier to the Contractor above-named relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.

2. Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Subcontractor/Supplier, its' successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).

3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Contractor and all of its, sureties and other guarantors on any payment, performance, labor and/or material bond or other undertaking; (b) the abovenamed Owner, its, successors and assigns; (c) the Project Architect/Engineer; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).

4. For and in consideration of the sum of \$_____, and other good and valuable consideration, which sum is acknowledged as being the full, final and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.

5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the Releasor or by any other party claiming any interest or right through the Releasor.

6. The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services, materials and/or equipment provided to it in connection with the Project and/or any contract relating thereto.

7. The Releasor hereby grants to the Releasees the right to review and audit any and books and records of the Releasor at any time for verification.

IN WITNESS WHEREOF this instrument has been executed this ____ day of ____
_____, _____.

Releasor

By:_____

(Print Name)

(Title)

STATE OF NEW YORK)
) SS:
COUNTY OF ESSEX)

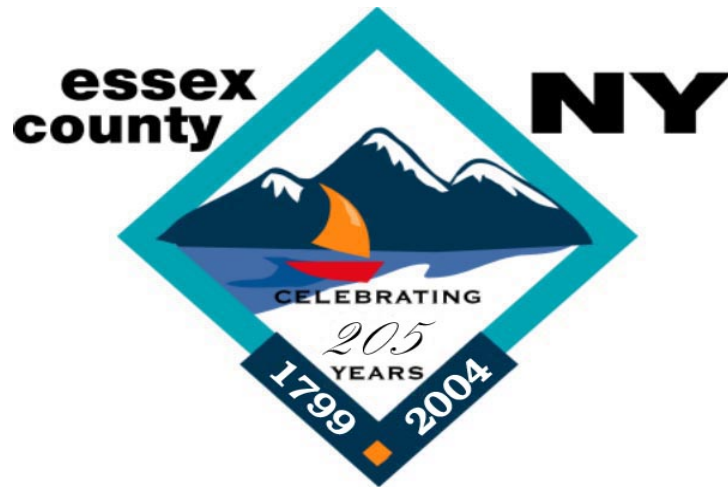
I, _____, being duly sworn, depose and say that: I reside at _____, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained in this instrument are true and correct.

Vendor/Releasor Agent Sign Here

Sworn to before me this ____
day of _____, 20__.

Notary Public

APPENDIX E



ESSEX COUNTY

Office of the Purchasing Agent

7551 Court Street, P.O. Box 217

Elizabethtown, NY 12932

518-873-3330/Fax 518-873-3339

GENERAL SPECIFICATIONS FOR PROCUREMENT CONTRACTS

Adopted May 20, 1999.

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PART I
General Provisions

1. APPLICABILITY The terms and conditions set forth herein are expressly incorporated in and applicable to all procurements and resulting procurement contracts let by the Office of the Essex County Purchasing Agent where incorporated by reference in its Bid Documents. The provisions herein shall govern such procurement or contract unless expressly modified or amended by the terms of a Bid Specifications, or a negotiated Contract/Clarification document, if any. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

2. GOVERNING LAW The laws of the State of New York shall govern and apply to the procurement, any resulting contract and for determinations in a court of competent jurisdiction in New York of any and all disputes, litigation or interpretations arising from or connected with the procurement or contract, except where expressly superseded in a specific contract letting or where the Federal supremacy clause requires otherwise. These specifications are modeled after and upon the specifications developed and used by the New York State Office of General Services for procurements by New York State.

3. APPENDIX A / INSURANCE The mandatory terms for all Essex County contracts are expressly incorporated herein and in all bid documents and/or resulting contracts, such terms being set forth in Appendix A (*Standard Clauses for Essex County Contracts*). Insurance requirements are also attached and incorporated herein.

4. ETHICS COMPLIANCE All Bidders/Contractors and their employees must comply with the requirements of the *General Municipal Law*, the *Public Officers Law*, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State and/or municipalities. In signing the bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving Essex County and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

5. CONFLICT OF CLAUSES Conflicts between procurement or contract documents shall be resolved in the following order of precedence:

(a) **Appendix A** (*Standard Clauses for Essex County Contracts*)

(b) **Contract/Clarification Documents** Writing(s) setting forth the final agreements, clarifications, terms, statement of work and/or modifications between the Bid Documents and Contractors Bid or Mini-bid.

(c) **Bid Documents** - Bid Specifications prepared by Essex County

(d) **Contractors Bid or Proposal**

6. DEFINITIONS

Terms used in this document shall have the following meanings:

AGENCY OR AGENCIES Essex County, New York, acting by or through one or more departments, boards, commissions, offices or institutions of Essex County.

ANCILLARY PRODUCT: Product which is purchased or licensed on a restricted use basis in conjunction with the principal manufacturers Product being acquired (e.g. may be used only in combination, or by educational institutions for research use).

AUTHORIZED USER(S) Agencies, or any other entity authorized by Essex County to participate in Essex County procurement contracts (including but not limited to political subdivisions, public authorities, school districts and public benefit corporations), provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation. The term "Authorized User" shall include "Licensees."

BID OR BID PROPOSAL An offer or proposal submitted by a Bidder to furnish a described product or a solution or means of achieving a practical end, at a stated price for the stated contract term.

BIDDER Any individual or other legal entity, (including but not limited to partnership, firm or corporation) which submits a bid in response to a Bid Solicitation. The term Bidder shall also include "offeror" and/or "contractor".

BID DOCUMENTS Writings setting forth the scope, terms, conditions and technical specifications for a procurement of Product. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions which are incorporated by reference, e.g. Appendix A (*Standard Clauses for NYS Contracts*), Appendix B, (*General Specifications*). Where these General Specifications are incorporated in negotiated contracts which have not been competitively bid, the term "Bid Documents" shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

BID SOLICITATION The notice or advertisement of an intent to purchase a specified Product by or on behalf of Authorized User(s).

BID SPECIFICATION A written description drafted by Essex County or an authorized user setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where these *General Specifications* are incorporated in negotiated contracts which have not been competitively bid, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

CONTRACT The writing(s) which contain the agreement of the Commissioner and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law.

CONTRACT AWARD NOTIFICATION An announcement to Authorized Users that a contract has been established.

CONTRACTOR Any successful Bidder(s) to whom a contract has been awarded by the Purchasing Agent. The term "Contractor" includes Licensors.

COUNTY Essex County, New York.

EMERGENCY An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

ERROR CORRECTIONS Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

GROUP A classification of Product (commodities, services or technology).

INVITATION FOR BIDS (IFB) A type of Bid Document which is most typically used where requirements can be stated and award will be made to the lowest responsive bid submitted by the most responsible Bidder(s).

LATE BID For purposes of bid openings held and conducted by the Essex County Purchasing Agent, a bid not received in such place as may be designated on the Bid Specifications or in the Office of the Essex County Purchasing Agent, at or before the date and time established in the Bid Specifications for the bid opening.

LETTER OF ACCEPTANCE A letter to the successful Bidder(s) indicating acceptance of its bid in response to a solicitation. Unless otherwise specified, the issuance of a Letter of Acceptance forms a contract but is not an order for Product, and Contractor should not take any action with respect to actual contract deliveries except on the basis of Purchase Orders sent from Authorized User(s).

LICENSED SOFTWARE Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes ancillary products, error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g. patches, fixes, PTFs, programs, code or data conversion, or custom programming).

LICENSEE The County, or one or more Agencies or Authorized Users who acquire Product from Contractor by execution of a license in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User(s) on whose behalf the license was executed who took receipt of the Product, and who shall be solely responsible for performance and liabilities incurred.

LICENSOR A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

MULTIPLE AWARD A determination and award of a contract in the discretion of the Purchasing Agent to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of Authorized Users (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

NEW PRODUCT RELEASES (Product Revisions) Any commercially released revisions to the version of a Product as may be generally offered and available to Authorized Users. New releases involve a substantial revision of functionality from a previously released version of the Product.

PROCUREMENT RECORD Documentation by the Essex County Purchasing Agent of the decisions made and approach taken during the procurement process.

PRODUCT A deliverable under any Bid or Contract which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

PURCHASE ORDER The County's fiscal form or format which is used when making a purchase.

REQUEST FOR PROPOSALS (RFP) A type of Bid Document which is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the method of award is "best value", as defined by the County's Procurement Policy and New York Law.

REQUEST FOR QUOTATION (RFQ) A type of Bid Document which can be used when a formal bid opening is not required (e.g. discretionary, sole source, single source or emergency purchases).

RESPONSIBLE BIDDER A Bidder that is determined to have skill, judgment and integrity, and that is found to be competent, reliable, experienced and qualified financially, as determined by the Purchasing Agent.

RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Bid Document or solicitation, as determined by the Purchasing Agent.

SINGLE SOURCE A procurement where two or more offerors can supply the required Product, and the Purchasing Agent may award the contract to one Bidder over the other.

SOLE SOURCE A procurement where only one offeror is capable of supplying the required Product.

Bid Submission

7. BID LANGUAGE & CURRENCY All offers (tenders), and all information and Product documentation required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$ US). Any offers (tenders) submitted which do not meet the above criteria will be rejected.

8. BID OPENING Bids may, as applicable, be opened publicly. The Purchasing Agent reserves the right at anytime to postpone or cancel a scheduled bid opening.

9. BID SUBMISSION The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, material, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

All bids shall comply with the following:

(a) Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their bids to the location set forth in the Bid Specifications prior to the stated bid opening date/time.

(b) A bid return envelope, if provided with the Bid Specifications, should be used with the bid sealed inside. If the bid response does not fit into the envelope, the bid envelope should be taped onto the outside of the sealed box or package with the bid inside. If using a commercial delivery company which requires use of their shipping package or envelope, Bidders sealed bid, labeled as detailed below, should be placed within the shippers sealed envelope to ensure that the bid is not prematurely opened. All bids must have a label on the outside of the package or shipping container outlining the following information:

“BID ENCLOSED” (bold print, all capitals)
IFB or RFP Number
Bid Submission date and time

In the event that a Bidder fails to provide such information on the return bid envelope or shipping material, the County reserves the right to open the shipping package or envelope to determine the proper bid number or Product group, and the date and time of bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the bid or the procurement. Notwithstanding the County's right to open a bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with the foregoing requirements.

10. FACSIMILE SUBMISSIONS Unless specifically authorized by the terms of the Bid Specifications,

facsimile bids ARE PROHIBITED AND SHALL NOT BE ACCEPTED. Where the bid specifications are silent as to the submission of bids by facsimile, no fax bids shall be permitted or accepted. Where specifically authorized, the following rules and conditions apply:

- (a) FAX number(s) indicated in the Bid Specifications must be used.
- (b) Access to the facsimile machine(s) is on a "first come, first serve" basis, and the Purchasing Agent bears no liability or responsibility and makes no guarantee whatsoever with respect to the Bidders access to such equipment at any specific time.
- (c) Bidders are solely responsible for submission and receipt of the entire facsimile bid by the Essex County Purchasing Agent prior to bid opening and must include on the first page of the transmission the total number of pages transmitted in the bid, including the cover page. Incomplete, ambiguous or unreadable transmissions in whole or in part may be rejected at the sole discretion of the Purchasing Agent.
- (d) Facsimile bids are fully governed by all conditions outlined in the Bid Documents and must be submitted on forms or in the format required in the Bid Specifications, including the executed signature page and acknowledgment.

11. AUTHENTICATION OF FACSIMILE BIDS The act of submitting a bid by facsimile transmission, when, as and if specifically authorized, including an executed signature page, shall be deemed a confirming act by Bidder which authenticates the signing of the bid.

12. LATE BIDS Any bid received at the specified location after the time specified will be considered a late bid. A late bid shall not be considered for award unless acceptance of the late bid is in the best interests of Essex County and either (a) no timely bids meeting the requirements of the Bid Documents are received, or (b) in the case of a multiple award, an insufficient number of timely bids were received to satisfy the multiple award. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of Essex County, shall not excuse late bid submissions. Otherwise, all late bids will not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

13. BID CONTENTS Bids must be complete and legible. All bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified in the Bid Specifications. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Purchasing Agent or may be grounds for rejection of the bid. Changes, corrections and/or use of white-out in the bid or Bidders response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their bids before submission, as amendments to bids or requests for withdrawal of bids received by the Purchasing Agent after the time specified for the bid opening, may not be considered. All lines must have an indication of bidders response whether it be "o", "N/A" or a dollar figure. All lines must be filled in to indicate bidder acknowledgment of the request. Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. The Purchasing Agent shall not assume there is "no charge" when lines are left empty.

Bidders must submit with bid detailed specifications, circulars, warranties and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Purchasing Agent reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications such differences must be explained in detail, and bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are to the best interests of Essex County as interpreted by the Purchasing Agent of Essex County.

It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed.

All stock electrical items must be listed and approved by Underwriters' Laboratories, Inc.

14. EXTRANEOUS TERMS Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the bid non-responsive and may result in rejection of the bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) which are attached or referenced with the submission shall not be considered part of the bid, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms which meet all the following requirements will be considered as having been submitted as part of the Bid:

- (a) Each proposed extraneous term (addition, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and
- (b) The writing must identify the particular specification requirement (if any) which Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- (c) The Bidder shall enumerate the proposed addition, counteroffer, modification or deviation from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a contract unless the Purchasing Agent expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

15. CONFIDENTIAL / TRADE SECRET MATERIALS Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the *Freedom of Information Law* must request the exemption in writing, setting forth the reasons for the claimed exemption, at the time of submission. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

16. PREVAILING WAGE RATES - Public Works and Building Services Contracts If any portion of work being bid is subject to the prevailing wage rate provisions of Labor Law, the following shall apply:

(a) "Public Works" and "Building Services" – Definitions

i. Public Works *Labor Law* Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The State, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the contract. The wage and hours provision applies to any work performed by contractor or subcontractors.

ii. Building Services *Labor Law* Article 9 applies to contracts for building service work over \$1,500 with a public agency, which 1) involve the care or maintenance of an existing building, or 2) involve the transportation of office furniture or equipment to or from such building, or 3) involve the transportation and delivery of fossil fuel to such building, and 4) the principal purpose of which is to furnish services through use of building service employees.

(b) Prevailing Wage Rate Applicable to Bid Submissions A copy of the applicable prevailing wage rates to be paid or provided are attached to this solicitation. Bidders must submit bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Where the Bid Documents require the Bidder to enumerate hourly wage rates in the bid, Bidders may not submit bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. **Bids which fail to comply with this requirement will be disqualified.**

(c) Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which are subject to the provisions of the *Labor Law*. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

(d) Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the *Labor Law*, as amended by Chapter 565 of the Laws of 1997:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and sub-contractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and sub-contractors on public works projects must submit monthly payroll transcripts to Essex County which has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. For mini-bid solicitations, the payroll records must be submitted to the entity preparing the agency mini-bid project specification. For "agency specific" bids, the payroll records should be submitted to the entity issuing the purchase order. For all other Essex County procurement contracts, such records should be submitted to the individual agency issuing the purchase order(s) for the work. Upon mutual agreement of the Contractor and Essex County, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor so long as: 1) the contractor/subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the contractor or subcontractor attesting to the truth and accuracy of the records accompanies the disk. **This provision does not apply to building services contracts.**

iv. Records Retention Contractors and subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

(e) Days Labor - Defined for Article 8, Public Works (For Purposes of Article 8 of the Labor Law) No laborer, worker or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do all or part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such

restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the Essex County Purchasing Agent for the preservation of the contract site or for the protection of the life and limb of the persons using the contract site.

17. TAXES

(a) Unless otherwise specified in the Bid Specifications or set forth in this clause, the quoted bid price includes all taxes applicable to the transaction.

(b) Purchases made by Essex County and certain non-County Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by a County Agency or the invoice forwarded to authorize payment for such items will be sufficient evidence that the sale by the Contractor was made to the County, an exempt organization under Section 1116 (a) (1) of the *Tax Law*. Non-County Authorized Users must offer their own proof of exemption where required. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor. For tax free transactions under the Internal Revenue Code, the Essex County Registration Number is 14 6002889.

(c) Purchases by Authorized Users other than Essex County may be subject to such taxes, and in those instances the tax should be computed based on the bid price and added to the invoice submitted to such entity for payment.

18. EXPENSES PRIOR TO AWARD Essex County is not liable for any costs incurred by a Bidder in the preparation and production of a bid or for any work performed prior to contract award and/or issuance of an approved Purchase Order.

19. ADVERTISING BID RESULTS A Bidder in submitting a bid agrees not to use the results therefrom as a part of any commercial advertising without the prior written approval of the Purchasing Agent. In addition to any other sanctions or remedies available to it in law or equity, the Purchasing Agent may suspend from bidding on its requirements or terminate a contract of any Bidder/Contractor who violates the terms of this clause.

20. PRODUCT REFERENCES

(a) **“Or Equal”** On all Bid Specifications the words “or equal” are understood to apply where a copyright brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Purchasing Agents decision as to acceptance of the Product as equal shall be final.

(b) **Discrepancies in References** In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products therein which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

21. RECYCLED OR RECOVERED MATERIALS Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid

Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties & Guaranties" set forth below.

Refurbished or remanufactured components or items may only be accepted at the discretion of the Purchasing Agent, or upon the conditions set forth in the Bid Specifications.

Items with recycled, recovered, refurbished or remanufactured content must be identified in the bid or will be deemed new Product.

22. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS Bids offering Products which are manufactured or produced in public institutions will be rejected.

23. PRICING

(a) Unit Pricing If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item, in the bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Purchasing Agent, such unit pricing is obviously erroneous.

(b) Net Pricing Prices must be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject only to the cash discount. If the award is to be made on another basis, transportation and other charges must be prepaid by the Contractor and added to the invoice as a separate item, unless otherwise required in the Bid Specifications.

(c) "No Charge" Bid When bids are requested on a number of Products as a group or Lot, a Bidder desiring to bid "no charge" on a Product in the grouping or Lot must clearly indicate such. Otherwise, such bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Purchasing Agent.

If a price is written in numbers and alpha, the alpha will govern.

Prices shall be net FOB any point in Essex County, New York. Price quoted shall include all delivery costs. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted by the County.

24. DRAWINGS

(a) Drawings Submitted With Bid When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Purchasing Agent, be considered a part of the bid and of any resulting contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

(b) Drawings Submitted During the Contract Term Where required by the Bid Specifications to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall be required to develop, maintain, deliver and update such drawings on an ongoing basis at no additional charge. Contractor shall be responsible for updating drawings and plans during the contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authorized

Users representative as required by the Bid Specifications. Where required, Contractor shall furnish to Authorized User in a timely manner the required drawings representing the then current, "as modified" condition of all product included in the scope of work.

(c) Accuracy of Drawings Submitted All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, services or installation, or carrying out any other requirements of the intended scope of work.

25. SITE INSPECTION Where Bidder is required by the Bid Specifications to deliver or install Product, or to service installed product(s) or equipment, Bidder shall be given an opportunity and shall be required to inspect the site prior to submission of the Bid, including environmental or other conditions or pre-existing deficiencies in the installed product, equipment or environment, which may affect Bidders ability to deliver, install or otherwise provide the required product. All inquiries regarding such conditions may only be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed, and to have included the costs of repair in its bid. Bidder must provide a detailed explanation of work intended to be performed under this clause. Bidder shall be required to remedy any pre-existing deficiencies or conditions at the commencement of the contract term. Reimbursement for the cost of repairing the conditions or deficiencies shall be separately enumerated in the bid.

26. SAMPLES

(a) Standard Samples Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Purchasing Agent and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Documents.

(b) Bidder Supplied Samples The Purchasing Agent reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidders name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate bid or Essex County contract reference.

A sample may be held by the Purchasing Agent during the entire term of the contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidders expense and risk. Where the Bidder has failed to fully instruct the Purchasing Agent as to the return of the sample (i.e. mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

(c) Enhanced Samples When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractors default, the Purchasing Agent may procure a commodity substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

(d) **Conformance with Sample(s)** Submission of a sample (whether or not such sample is tested by, or for, the Purchasing Agent) and approval thereof shall not relieve the Contractor from full compliance with all conditions and terms, performance related and otherwise, specified in the Bid Documents. If in the judgment of the Purchasing Agent the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Documents, the Purchasing Agent may reject the bid. If an award has been made, the Purchasing Agent may cancel the contract at the expense of the Contractor.

(e) **Testing** All samples are subject to tests in the manner and place designated by the Purchasing Agent, either prior to or after contract award. Unless otherwise stated in the Bid Specifications, Bidder Samples consumed or rendered useless by testing will not be returned to the Bidder.

27. ADDENDA / INTERPRETATION No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be presented, in writing, to the Purchasing Agent, 100 Court Street, P.O. Box 217, Elizabethtown, NY 12932, and to be given consideration must be received by the Purchasing Agent at least seven (7) days prior to the date set for the opening of bids.

Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda sent to all holders of Contract Documents at the addresses furnished therefor, at least five (5) days prior to the date of the opening of bids.

Failure of any bidder to receive any Addenda shall not relieve such bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

Bid Evaluation

28. BID EVALUATION The Purchasing Agent reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Purchasing Agent determines the best interests of the County will be served. The Purchasing Agent, in his/her sole discretion, may accept or reject illegible, incomplete or vague bids and his/her decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the Bidders conditional or revocable terms in the offer.

Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums. The County reserves the right to award in whole or in part based on the lowest responsible bid.

The following three items will automatically render a bid unacceptable to Essex County:

- a. Failure to sign bid proposal page.
- b. Failure to include necessary bid deposit (as required).
- c. Failure to sign and submit non-collusive bidding certificate.

It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non-compliant and will not be considered for award.

The Purchasing Agent reserves the right to reject such bids, as in his opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. One in which the amount bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.

29. CONDITIONAL BID Unless the Bid Specifications provides otherwise, a bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

30. CLARIFICATIONS / REVISIONS Prior to award, the Purchasing Agent reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all Bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

31. PROMPT PAYMENT DISCOUNTS While prompt payment discounts will not be considered in determining the low bid, the Purchasing Agent may consider any prompt payment discount in resolving bids which are otherwise tied. However, any notation indicating that the price is net, (e.g. net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except pursuant to the provisions of Article 11_A of the *State Finance Law*, which are applicable in any case, may render the bid non-responsive and may be cause for its rejection.

32. EQUIVALENT OR IDENTICAL BIDS In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent bids as to pricing or other factors, the decision of the Purchasing Agent to award a contract to one or more of such Bidders shall be final.

33. PERFORMANCE QUALIFICATIONS The Purchasing Agent reserves the right to investigate or inspect at any time whether or not the Product, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Documents. Contractor shall at all times during the contract term remain responsible and responsive. A Bidder/Contractor must be prepared, if requested by the Purchasing Agent, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production, distribution and servicing of the Product bid. If the Purchasing Agent determines that the conditions and terms of the Bid Documents or Contract are not complied with, or that items or Product proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing or facilities are not satisfactory, or that performance is untimely, the Purchasing Agent may reject such bid or terminate the contract. Nothing in the foregoing shall mean or imply that it is obligatory upon the Purchasing Agent to make an investigation either before or after award of a contract, but should such investigation be made, it in no way relieves the Bidder/Contractor from fulfilling all requirements and conditions of the contract.

34. DISQUALIFICATION FOR PAST PERFORMANCE Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidders employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.

35. QUANTITY CHANGES PRIOR TO AWARD The Purchasing Agent reserves the right, at any time prior to the award of a specific quantity contract, to alter in good faith the quantities listed in the Bid Specifications to conform with requirements. In the event such right is exercised, the lowest responsible Bidder meeting specifications will be advised of the revised requirements and afforded an opportunity to extend or reduce its bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its bid price may result in the rejection of its bid and the award of such contract to the lowest responsible Bidder who accepts the revised requirements.

36. RELEASE OF BID EVALUATION MATERIALS Requests concerning the evaluation of bids may be submitted under the *Freedom of Information Law*. Information, other than the Bid Tabulation, shall be released as required by law after contract award. Written requests should be directed to the Purchasing Agent.

37. TIME FRAME FOR OFFERS The Purchasing Agent reserves the right to make awards within sixty (60) days after the date of the bid opening, during which period, bids must remain firm and cannot be withdrawn. If, however, an award is not made within the sixty (60) day period, bids shall remain firm until such later time as either a contract is awarded or the Bidder delivers to the Purchasing Agent written notice of the withdrawal of its bid. Any bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the Purchasing Agent, be accepted or rejected.

TERMS & CONDITIONS

38. CONTRACT CREATION / EXECUTION Except as may be otherwise provided by law or by the Purchasing Agent, upon receipt of all required approvals a Contract shall be deemed executed and created with the successful Bidder(s) upon the Purchasing Agent's mailing or electronic communication to the address on the bid of (a) a Letter of Acceptance and (b) a fully executed contract, or (c) a Purchase Order authorized by the Purchasing Agent.

39. COMPLIANCE WITH LAWS, ETC. The Bidder shall comply with all the provisions of the laws of the State of New York and of the United States of America which affect municipalities and municipal contracts, and any and all State and Federal rules and regulation, and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The Bidder's special attention is called to the following laws: *General Municipal Law* Section 1-03-d, *State Finance Law* Section 167-b prohibiting the purchase of tropical hardwood products, and the New York State Public Employee Safety & Health Act of 1980.

40. MODIFICATION OF TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Purchasing Agent and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User(s) and Purchasing Agent by the Contractor.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Purchasing Agent or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized Users subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

41. SCOPE CHANGES The Purchasing Agent reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the contract specifications, such changes to be within the general scope of the contract. The Purchasing Agent may make an equitable adjustment in the contract price or delivery date if the change affects the cost or time of performance.

With respect to any specific quantity stated in the contract, the Purchasing Agent reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the contract. Notwithstanding the foregoing, the Purchasing Agent may purchase greater or lesser percentages of contract quantities should the Purchasing Agent and Contractor so agree.

42. ESTIMATED QUANTITY CONTRACTS Estimated quantity contracts are expressly agreed and

understood to be made for only the quantities, if any, actually ordered during the contract term. No guarantee of any estimated quantity(s) is implied or given. Unless otherwise set forth in the Bid Specifications, contracts for services and technology are completely voluntary as to use, and therefore no quantities are guaranteed.

43. BEST PRICING OFFER During the contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this contract vehicle upon the same or similar terms and conditions as that of this contract at a lower price, the price under this contract shall be immediately reduced to the lower price.

44. PURCHASE ORDERS Unless otherwise authorized in writing by the Purchasing Agent, no Products are to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User requiring the Product. Unless terminated or canceled pursuant to the authority vested in the Purchasing Agent, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address set forth in the Contract for receipt of orders, or in the Contract Award Notification.

All Purchase Orders issued pursuant to contracts let by the Purchasing Agent must bear the appropriate contract number and, if necessary, required State approvals. Unless otherwise specified, all Purchase Orders against centralized contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the vendors order form, confirmation or acknowledgment, and the contract terms shall be resolved in favor of the terms most favorable to the Authorized User.

If, with respect to an agency specific contract, a Purchase Order is not received within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify the appropriate purchasing officer in Essex County. Failure to timely notify such officer may, in the discretion of the Purchasing Agent and without cost to the State, result in the canceling of such requirement by the Purchasing Agent with, at the Purchasing Agents discretion, a corresponding reduction in the contract quantity and price.

45. PRODUCT DELIVERY It shall be understood that with respect to contract deliveries, time is of the essence. Delivery must be made as ordered and in accordance with the terms of the contract. Unless otherwise specified in the Bid Specifications, delivery shall be made within thirty calendar days after receipt of a purchase order by the Contractor. The decision of the Purchasing Agent as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Purchasing Agent and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of the time for delivery must be requested in writing by the Contractor and approved in writing by the Purchasing Agent. Failure to meet such time schedule may be grounds for cancellation of the order or, in the Purchasing Agents discretion, the Contract.

The County must be notified twenty-four (24) hours in advance of delivery. The County reserves the right to deny acceptance of delivery if this notice is not given, at no cost to the County.

The successful bidder shall be responsible for delivery of items in good condition at point of destination, and shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Purchasing Agent will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidders name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the Purchasing Agent. The successful bidder will be required to furnish proof of delivery in every instance.

Unloading and placing of equipment and furniture is the responsibility of the successful bidder, and the County accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the County, and suppliers should notify their truckers accordingly.

All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number
Name of Article
Item Number (if applicable)
Quantity
Name of the Successful Bidder

46. SATURDAY & HOLIDAY DELIVERIES Unless otherwise specified in the Bid Specifications or by an Authorized User, deliveries will not be scheduled for Saturdays, Sundays or legal holidays observed by the State of New York except of Product for daily consumption or where an emergency exists or the delivery is a replacement or is late, in which event the convenience of the Authorized User shall govern.

47. SHIPPING / RECEIPT OF PRODUCT

(a) **Packaging** Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers. The container shall become and remain the property of the receiving entity unless otherwise specified in the contract documents.

(b) **Shipping Charges** Contractor shall be responsible for insuring that the Bill of Lading states "charges prepaid" for all shipments. Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be FOB Destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges are understood to not relieve the contractor from responsibility for safe and proper delivery notwithstanding the Authorized Users payment of transportation charges.

(c) **Receipt of Product** The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authorized User. Any losses resulting from the Contractors failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

48. TITLE AND RISK OF LOSS Notwithstanding the form of shipment, title and risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g. signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product which is substandard or does not comply with the Contract terms, may be rejected or accepted on an adjusted price basis, as determined by the Purchasing Agent.

49. RE-WEIGHING PRODUCT Deliveries are subject to re-weighing at the point of destination by the receiving entity. If shrinkage occurs which exceeds that normally allowable in the trade, the receiving

entity shall have the option to require delivery of the difference in quantity, or to reduce the payment accordingly.

50. PRODUCT SUBSTITUTION In the event a specified manufacturers Product listed in the Contractors Bid becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Force Majeure Clause below) a Product deemed by the Purchasing Agent to be the equal or better of the specified commodity or service must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Purchasing Agents approval may be cause for cancellation of contract.

51. REJECTED PRODUCT When Products are rejected, they must be removed by the Contractor from the premises of the receiving entity within ten days of notification of rejection by Authorized User. Upon rejection notification, risk of loss of rejected or non-conforming Product shall remain on Contractor. Rejected items not removed by the Contractor within ten days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of the items as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition.

52. INSTALLATION Where installation is required, Bidder shall be responsible for placing and installing the equipment in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects which would mar the appearance of the equipment or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or replace the Product in the proper location. The Contractor shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or site to its original condition. Work shall be performed so as to cause the least inconvenience to the Authorized User(s) and with proper consideration for the rights of other contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

53. REPAIRED OR REPLACED PRODUCT / COMPONENTS Where the Contractor is required to repair, replace or substitute Product or components under the Contract, the repaired, replaced or substituted Product shall be subject to all terms and conditions for new Product set forth in the contract, including product warranties.

54. ON-SITE STORAGE Materials, equipment or supplies may be stored at the County/s or Authorized User's site at the Contractors sole risk and only with the approval of, as the case may be, the County or the Authorized User.

55. EMPLOYEES / SUBCONTRACTORS / AGENTS All employees, subcontractors or agents performing work under the contract must be trained technicians who meet or exceed the technical and training qualifications set forth in the Bid Specifications or the Bid, whichever is greater, and must comply with all rules and requirements of the Contract. The Purchasing Agent reserves the right to conduct a security background check or otherwise approve any employee or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause, including but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized Users security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the contract terms. The Purchasing Agent reserves the right to reject and/or bar from the facility for cause any employee, subcontractor, or agents of the Contractor.

56. ASSIGNMENT / SUBCONTRACTORS The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract, other than the assignment of the right to receive moneys due, without the prior written consent of Essex County. Prior to an assignment of the right to receive moneys becoming effective, Contractor shall file a written notice of such assignment simultaneously with Essex County and participating Authorized User(s).

The Purchasing Agent reserves the right to reject any proposed subcontractor, assignee or supplier for bona fide business reasons, which may include, but are not limited to: that the proposed transferee is on the Department of Labors list of companies with which New York State cannot do business; the Purchasing Agent determines that the company is not qualified; unsatisfactory contract performance or service has been previously provided; or attempts were not made to solicit minority and womens business enterprises (M/WBE) bidders for the subcontract.

57. PERFORMANCE / BID BOND Essex County reserves the right to require the Bidder/Contractor to furnish without additional cost, a performance, payment or bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the contract, whenever the Purchasing Agent in his/her sole discretion deems such bond or security to be in Essex County's best interest. Where required, such bond or other security shall be in the form prescribed by the Purchasing Agent.

58. STOP / SUSPENSION OF WORK

(a) **Stop Work Order** The Purchasing Agent reserves the right to stop the work covered by this contract at any time that the successful Contractor becomes unable or incapable of performing the work or meeting any requirements or qualifications set forth in the contract. In the event of such stopping, the Purchasing Agent shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Contractor shall be liable for any such cost on account thereof.

(b) **Suspension of Work Order** The Purchasing Agent, in his/her sole discretion, reserves the right to suspend any or all activities under this contract, at anytime, in the best interests of the State or Issuing Entity. In the event of such suspension, the contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on County spending, declaration of emergency, or other such circumstances. Upon issuance of such suspension of work, the Contractor is not to accept any purchase orders, as specified in the Suspension Order. Activity may resume at such time as the Purchasing Agent issues a formal written notice authorizing a resumption of work.

59. CANCELLATION A contract may be canceled by the Purchasing Agent, and/or an Authorized User may cancel its participation, license or service order under the contract, at the Contractors expense upon non-performance, or upon a determination that Contractor is non-responsive, or non-responsible.

60. FORCE MAJEURE The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor negligence of the Contractor, its officers, employees or agents contributed to such delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires or floods, or other similar cause beyond the control of the Contractor, or for any of the foregoing which affect subcontractors or suppliers and no alternate source of supply is available to the Contractor. In such event, Contractor shall notify the Purchasing Agent, by certified or registered mail, of the delay or potential delay and the cause(s) thereof either (a) within ten (10) calendar days after the cause which creates or will create the delay first arose if the Contractor could reasonably foresee that a delay could occur by reason thereof, or (b), if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe a delay could result. The foregoing shall constitute the Contractors sole remedy or excuse with respect to such delay. In the

event performance is suspended or delayed, in whole or in part, by reason of any of the aforesaid causes or occurrences and proper notification is given the Purchasing Agent, any performance so suspended or delayed shall be performed by the Contractor at no increased cost, promptly after such disabilities have ceased to exist unless it is determined in the sole discretion of the Purchasing Agent that the delay will significantly impair the value of the contract to the County or to Authorized Users, whereupon the Purchasing Agent may:

- (a) Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to County Agencies with respect to Product subjected to allocation; and/or
- (b) Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the contract quantity; or
- (c) Terminate the contract or the portion thereof which is subject to delivery delays, and thereby discharge any unexecuted portion of the contract or the relative part thereof.

61. CONTRACT BILLINGS Contractor shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billings for Agencies must contain all information required by the County Treasurer and/or Auditor. The County Treasurer shall render payment for Agency purchases, and such payment shall be made in accordance with ordinary County procedures and practices. Payment of contract purchases made by Authorized Users other than Agencies shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User.

Submission of an invoice and payment thereof shall not preclude the Purchasing Agent from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the bid and award documents.

62. DEFAULT - AUTHORIZED USER An Authorized Users breach shall not be deemed a breach of the centralized contract. In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Purchasing Agent and the Authorized Users purchasing official, suspend additional shipments of Product or provision of services to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future contract payments.

Notwithstanding the foregoing, the Contractor shall, at least 10 days prior to declaring a breach of contract by any Authorized User, by certified or registered mail, notify both the Purchasing Agent and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared. It is understood, however, that if the Contractors basis for declaring a breach is insufficient, the Contractors declaration of breach and failure to service an Authorized User shall constitute a breach of its contract and the County or Authorized User may thereafter utilize any remedy available at law or equity.

63. INTEREST ON LATE PAYMENTS

- (a) **County Agencies** The payment of interest on certain payments due and owed by a County agency may be made in accordance with Section 3-a of the *General Municipal Law* at the rate of three percent (3%) per annum.
- (b) **By Non-County Agencies** The terms of Article 11-A apply only to procurements by and the consequent payment obligations of the County. Neither expressly nor by any implication is the County responsible for payments on any purchases made by a Non-County Agency

Authorized User.

(c) **By Contractor** Should the Contractor be liable for any payments to the County hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the *State Finance Law* to the same extent as though the contract was with the State of New York rather than the County.

64. REMEDIES FOR BREACH It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

(a) **Cover / Substitute Performance** Upon the failure of the Contractor to properly perform within the time specified, failure to provide acceptable service, to make immediate replacement of rejected Product when so requested, or upon the revocation of the Contract by the Purchasing Agent for cause, or upon repudiation of the contract by the Contractor, the Purchasing Agent may, with or without formally bidding same:

i. Purchase from other sources to replace the Product rejected, revoked, not timely delivered or repudiated; or

ii. If after making reasonable attempts, under the circumstances then existing, to timely provide acceptable service or acquire replacement product of equal or comparable quality, the Purchasing Agent is unsuccessful, the Purchasing Agent may acquire acceptable service or replacement product of lesser or greater quality.

Such purchases may, in the discretion of the Purchasing Agent, be deducted from the contract quantity.

(b) **Withhold Payment** In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Purchasing Agent. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

(c) **Reimbursement of Costs Incurred** The Contractor agrees to reimburse the County and/or Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the County or Authorized User in connection therewith, including reasonable attorneys fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the contract, the Purchasing Agent may authorize an ordering Authorized User to rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Authorized User promptly by the Contractor or deducted by the Authorized User from payments due or to become due the Contractor on the same or another transaction.

(d) **Deduction / Credit** Sums due as a result of these remedies may be deducted or offset by the County or Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the County or Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Purchasing Agent reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of the contract.

65. ASSIGNMENT OF CLAIM Contractor hereby assigns to the County any and all its claims for overcharges associated with this contract which may arise under the antitrust laws of the United States, 15 U.S.C. Section 1, *et seq.* and the antitrust laws of the State of New York, *General Business Law* Section 340, *et seq.*

66. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance as defined by Section 875 of the *Labor Law*, shall provide such Authorized User with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the *Labor Law*.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the user agency representative.

67. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the County or Authorized User, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this contract, to maintain at Contractors expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including workers compensation, disability and unemployment insurance, and to provide the Authorized User with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

68. SECURITY / CONFIDENTIALITY Contractor warrants, covenants and represents that it will comply fully with all security procedures of the County and any Authorized User(s) in performance of the Contract.

Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, subcontractors, officers, or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the County or any Authorized User hereunder or received from another third party, will not be divulged to any third parties. Contractor shall not be required to keep confidential any such confidential material which is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the County or Authorized User, or otherwise obtained under the Freedom of Information Act or other applicable New York State Laws and Regulations. This warranty shall survive termination of this Contract for a period of five (5) years. Contractor further agrees to take appropriate steps to instruct its personnel, agents, officers and any subcontractors regarding the obligations arising under this clause to insure such confidentiality.

69. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third party agents, including but not limited to subcontractors of the Authorized User, relating to delivery of product or coordination of services.

70. CONTRACT TERM - EXTENSION In addition to any stated renewal periods in the Contract, any contract or unit portion thereof let by the Purchasing Agent may be extended by the Purchasing Agent for an additional period(s) of up to one year (cumulatively) with the written concurrence of the Contractor.

71. WARRANTIES & GUARANTEES Contractor hereby warrants and guarantees:

- (a) To fully defend, indemnify and save harmless the County, Authorized Users and their respective officers, agents and employees from suits, actions, damages and costs of every name and description arising out of the acts or omissions of Contractor, its officers, employees,

subcontractors, partners, or agents, in any performance under this contract including: i) personal injury, damage to real or personal tangible or intangible property, without limitation; ii) negligence, either active or passive, without limitation, or iii) infringement of any law or of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or other third party intellectual proprietary rights, without limitation, provided that the County or Authorized User shall give Contractor: (a) prompt written notice of any action, claim or threat of infringement suit, or other suit, promptness of which shall be established by Authorized User upon the furnishing of written notice and verified receipt, (b) the opportunity to take over, settle or defend such action, claim or suit at Bidders sole expense, and (c) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the County or Authorized User may require Bidder/Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Purchasing Agent shall require.

(b) Contractor warrants full ownership, clear title free of all liens, or perpetual license rights to any Products transferred to Authorized User under this Contract, and Contractor shall be solely liable for any costs of acquisition associated therewith without limitation. Contractor warrants that Authorized User will have undisturbed, peaceful use of the Products, including, without limitation, software, object or source codes, custom programming or third party intellectual property rights incorporated or embedded therein, and training modules or Documentation. Contractor fully indemnifies the County and Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.

(c) To pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees and give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the contract.

(d) Unless recycled or recovered materials are available in accordance with the "Recycled & Recovered Materials" clause, Product offered shall be standard new equipment, current model of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturers recommendations and standard practice. Every Product, including any substituted or replacement unit delivered, must be guaranteed against faulty material and workmanship for a period of one year from and after the date the unit is accepted unless otherwise specified by the County or Authorized User. Notwithstanding the foregoing, when the manufacturers standard guarantee for Product or any component thereof exceeds one year, the longer guarantee period shall apply to such unit or component thereof delivered under this contract. Furthermore, the Contractor agrees to extend its warranty period with regard to any Product delivered by the cumulative periods of time, after notification, during which the Product requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers or employees. If during the regular or extended warranty periods faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective goods during the warranty periods shall be borne solely by the Contractor, and the County or Authorized User shall in no event be liable or responsible therefore. This warranty shall survive any termination of the contract in accordance with the warranty term.

(e) Where the provision of services requires the replacement or repair of Product, any replaced or repaired component, part or Product shall be new and shall, if available, be replaced by the original manufacturers component, part or Product. All proposed substitutes for the original manufacturers installed Product must be approved by the Authorized User before installation. The Product or part shall be equal to or of better quality than the original Product being replaced. Any Product replaced by the Contractor under the contract shall be guaranteed for one (1) year from the date of replacement and replaced at no cost to the Authorized User if found defective during that time.

(f) Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Purchasing Agent that it meets or exceeds all requirements of the bid and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for workman's compensation, and shall provide such proof as required by the Purchasing Agent. Failure to do so may constitute grounds for the County to cancel or suspend this contract, in whole or in part, or to take any other action deemed necessary by the Purchasing Agent.

The Contractor further warrants and guarantees:

- i. His/Her/Its products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
- ii. To furnish adequate protection from damage for all work and repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
- iii. To carry adequate insurance to protect the County from loss in case of accident, fire, theft, etc.
- iv. That all deliveries will be equal to the accepted bid sample.
- v. That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the County. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the County.
- vi. That all manufacturers product warranties and guarantees shall be furnished to the County, and that the County's rights thereunder shall not be in any way impaired or limited.

GENERAL

72. APPLICABILITY In addition to the terms contained in **Part I (General - All Procurements)**, the terms contained in **Part II (Software & Technology Procurements)** apply to software and technology procurements.

73. DEFINITIONS - Part II

DOCUMENTATION The complete set of manuals (e.g. user, installation, instruction or diagnostic manuals) in either hard or electronic copy, necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product in accordance with the license rights.

ENTERPRISE The business operations in the United States of a Licensee or Enterprise Participant, without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of Licensee or Enterprise Participant. For the County of New York, "business operations" shall be defined as the business operations of all Agencies, as defined in Part I.

ENTERPRISE LICENSE A contract which grants Enterprise Participants unlimited license rights to access, use and/or execute Product within the Enterprise.

ENTERPRISE PARTICIPANTS One or more Licensees, as defined in Part I, participating in an Enterprise License.

LICENSE EFFECTIVE DATE The date Product is delivered to an Authorized User. Where a License involves Licensees right to copy a previously licensed and delivered Master Copy of a Program, the license effective date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

LOGICAL PARTITION A subset of the processing power within a CEC which has been divided through hardware and/or software means (i.e. *Processor Resources/System Manager* [PR/SM]) so as to limit the total processing power which is accessible by an operating system image by individual users or individual software products.

OBJECT CODE The machine executable code that can be directly executed by a computers central processing unit(s).

PHYSICAL PARTITION A subset of the processing power within a CEC which has been derived through hardware means so as to limit the total processing power accessible by an operating system image by individual users or individual Products.

SITE The location (street address) where Product will be executed.

SOURCE CODE The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine Object Code.

TERMS OF LICENSE The terms and conditions set forth in the Contract which are in effect and applicable to a Product order at the time of order placement, and only such additional terms as are consistent therewith or more advantageous to the Authorized User as are set forth on the individual Product order form executed and approved by both Authorized User and Contractor.

VIRUS Any computer code, whether or not written or conceived by Contractor, which disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer.

TERMS AND CONDITIONS

74. SOFTWARE LICENSE GRANT *Unless otherwise set forth in the Bid Specifications or Contract, where Product is acquired on a licensed basis the following shall constitute the license grant:*

(a) **License Scope** Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product with other product within its business enterprise in the United States. Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the product, provided that any modifications, however extensive, shall not diminish manufacturers proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

(b) **License Term** The license term shall commence upon the License Effective Date. Where the terms of license permit licensing on a non-perpetual basis, the license term stated in

the Contract shall be extended by the time periods allowed for testing and acceptance.

(c) Licensed Documentation Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product. If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractors expense: a) One (1) hard copy and One (1) Master Electronic Copy of the Documentation in diskette or CD-ROM format; or b) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:

- Individual/Named User License – 1 copy per License
- Concurrent Users – 8 copies per site
- Processing Capacity – 8 copies per site

(d) Product Use Product may be accessed, used, executed, reproduced, displayed, performed by Licensee to service all Authorized Users of the machine on which Product is installed, up to the capacity measured by the applicable licensing unit stated in the terms of license (i.e. payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation).

(e) Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Authorized User site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site. There shall be no additional license or other transfer fees due Contractor, provided that: i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site. (e.g., named users, seats, or MIPS); and ii) that, if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee.

(f) Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: 1) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and 2) such party has executed, or agrees to execute, the Product manufacturers standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("NonDisclosure Agreement"); and 3) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third partys compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the County or Licensee.

Any third party with whom a Licensee has a relationship for a state function or business operation, shall have the temporary right to use Product (using, for example, but not limited to, JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the stated function or business activity.

(g) Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: 1) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies which require Licensee to restore backup(s) or to initiate disaster recovery procedures for its platform or operating systems; 2) reproducing a reasonable number of copies of the Product and related documentation for cold site storage. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and after the declaration by the Licensee of a disaster; 3) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed under paragraph (F) above. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.

(h) Confidentiality Restrictions The Product is a trade secret and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as authorized under the terms of license. Licensee will not remove or destroy any proprietary markings of Contractor.

(i) Restricted Use by Licensee Except as expressly authorized by the terms of license, Licensee shall not:

- a. Copy the Product;
- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Product;
- c. Distribute, disclose, market, rent, lease or transfer to any third party any portion of the Product or the Documentation, or use the Product or Documentation in any service bureau arrangement;
- d. Disclose the results of Product performance benchmarks to any third party who is not an Authorized User without prior notice to Contractor;
- e. Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.

75. ENTERPRISE LICENSE OPTION FOR SOFTWARE Multiple Authorized Users may license any Product offered under the Contract on behalf of their collective business operations. An Enterprise License shall incorporate the terms set forth in this Part II and the pricing set forth in the Contract, and additionally the following terms:

(a) Enterprise – Defined Any Authorized User may be an Enterprise Participant. Enterprise Participants will be enumerated in the Enterprise License, including: i) contact name, ship to and main billing address of each Enterprise Participant, ii) street address of the included End User sites of each Enterprise Participant. The originally defined Enterprise may be modified at any time thereafter, including deletion or addition of Enterprise Participants, sites ownership to locations, provided that Contractor is given written notice and that any additional capacity required by such addition is licensed in accordance with the Enterprise License terms.

(b) Product Use Product licensed under this Enterprise Option shall be licensed with the rights set forth in this Part II, without reference to a specific designated system or Licensee, up to the maximum licensed capacity. Product may be used and freely transferable anywhere

within the defined Enterprise, including higher or lower performance machines, and Enterprise Participants will not incur an increase in license, support or other charges provided that the aggregate utilization of the Product does not exceed the aggregate Enterprise Licensed capacity.

(c) Submission of Orders, Billing and Usage Reporting An Enterprise may be established for order placement and billing as either a “single” or “multiple” point of contact, at Licensees option. Where designated as a “single”, one Enterprise Participant shall be designated as the lead agency and central point for submission of Purchase Orders, usage reporting and billing. Where designated as “multiple” point of contact, each designated Enterprise Participant shall be responsible for submission of Purchase Orders, reporting and billing with regard to its use of Enterprise Licensed Product. For either single or multiple point of contact Enterprises, a) Contractor agrees to hold each Enterprise Participant solely responsible for payment and performance; and b) Contractor shall be responsible for furnishing an annual report to each designated point of contact summarizing overall Enterprise License activity for the preceding twelve months.

(d) Shipping / Delivery Contractor shall be responsible for delivery of Master Copies of Enterprise Licensed Product and documentation to Enterprise Participants. Within either “Single” or “Multiple” Enterprise Licenses, shipping and delivery of Master Copies of Product and Documentation shall be the responsibility of Contractor to each “ship to” location specified on the Purchase Order(s). Distribution and installation of Enterprise Licensed Product to End Users at a site shall be the responsibility of the Licensee.

(e) Enterprise Operating Systems Unless otherwise specified by the parties, up to ten (10) hardware/operating system combinations for Product shall be included at no additional charge. The initial ten hardware/operating systems may be specified at any time within five (5) years of the Enterprise License effective date. Additional hardware/operating systems beyond the initial ten (10) may be specified at anytime by the Enterprise, however if additional copies of Product are required for hardware/operating systems beyond the initial ten, the cost for such systems will be as mutually agreed between the parties.

(f) Product Acceptance Each Enterprise Participant shall have a right of acceptance, as set forth above in this Part II, only for the first copy of Product for its site(s).

(g) Enterprise Fees Enterprise License Fees shall be set forth in the Contract. Notwithstanding the foregoing, the Product license fees for additional copies or units of capacity for Enterprise licensed Product shall not increase by more than six percent (6%) annually each year during the Enterprise License term. Contractor may offer additional discounts/incentives for Enterprise Participants as may be mutually agreed between the parties. Enterprise Participants shall be entitled to aggregate the volume of all Enterprise Participants for purposes of establishing any applicable discounts under the Contract, and Enterprise Licensed Volume shall be aggregated with volume of non-Enterprise Licensed Product otherwise purchased under the centralized Contract. Upon termination of the Enterprise, Enterprise Participants have the right to acquire additional capacity or users at the Enterprise License price for twelve months after the termination of the Enterprise License.

(h) Technical Support Unless otherwise mutually agreed, technical support is optional and may be elected individually by Product by each Enterprise Participant. Where an Enterprise Participant is under a current maintenance or technical support contract, such Enterprise Participant shall be entitled to credit any support paid covering any portion of the Enterprise License Term to the fees due under the Enterprise license.

Enterprise Participants shall have the right to partially or wholly de-support a subset of unused Enterprise licensed capacity upon written notice to Contractor at the end of any then -

current technical support term without penalty or charge. The capacity for a Program license which has been de-supported must remain inactive and may not be used within the Enterprise unless technical support for such capacity has been reinstated. In the event of de-support, Contractor reserves the right to reasonably determine compatibility of future releases or new programs prior to shipment.

(i) Merger of Two or More Enterprises Two or more Enterprises may be merged to form a larger Enterprise for the purpose of sharing and exchanging data at no additional license fee provided that participants give Contractor notice of such merger and that the combined capacity does not exceed the maximum capacity of the individual licenses.

(j) "Nested" Enterprises Individual Enterprise License participant(s) may license additional capacity or products for the specific use of a subset of the larger enterprise. Said participant(s) must certify in writing to Contractor that such use is only by the enumerated subset of participants.

(k) Default A default by any Enterprise Participant shall entitle the Contractor to the remedies against such participant under the Contract, but shall not be deemed a default by the remaining non-defaulting Enterprise Participants.

76. PRODUCT ACCEPTANCE Unless otherwise provided in the Bid Specifications, the County and/or Authorized User(s) shall have sixty (60) days from delivery to accept Product. Failure to provide notice of acceptance or rejection by the end of the period provided for under this clause would constitute acceptance by the County or Authorized User(s) as of the expiration of that period.

Unless otherwise provided in the Bid Specifications, The County or Authorized User shall have the option to run acceptance testing on the Product prior to acceptance, such tests and data sets to be specified by User. Where using its own data or tests, The County or Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the County or Authorized User, and shall be made part of the Contractors standard documentation. The test data shall remain accessible to the County or Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within sixty (60) days from delivery, and the Contractor or Product is responsible for the delay, The County or Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for another sixty (60) day increment. The County or Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the County or Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the The County or Authorized Users agents or employees. Said costs shall be limited to fees paid to Contractor, if any, or any liability for costs incurred at the direction or recommendation of Contractor.

77. AUDIT OF LICENSED PRODUCT USAGE Contractor shall have the right to periodically audit, at its expense, use of licensed Product at any site where a copy of the Product resides provided that: i) Contractor gives Licensee or Enterprise Participants at least thirty (30) days advance notice, ii) such audit is conducted during such party's normal business hours iii) each Licensee or Enterprise Participant is entitled to designate a representative who shall be entitled to participant and simultaneously review all information obtained by the audit, and shall be entitled to copies of all reports, data or information obtained by the Contractor; and iv) if the audit shows that such party is not in

compliance such party shall be liable for the unlicensed capacity and shall be required to purchase the additional units or rights necessary to bring it into compliance.

78. OWNERSHIP / TITLE TO CUSTOM PRODUCTS OR PROGRAMMING Where contract deliverables include custom products or programming, title, rights and interests to such Product(s) shall be determined as follows:

(a) Definitions

Product For purposes of this section, the term "Product" shall have the meaning set forth in Part I of these *General Specifications*, which includes, but is not limited to: software applications or programming, programming tools, documentation (including user or training manuals), modules, interfaces, templates, and other elements such as utilities, subroutines, algorithms, formulas, source code, object code, reports, drawings, or data.

"Existing Product" is defined as any proprietary material(s) existing or developed independently and not at the expense of Licensee.

"Custom Product" is defined as any material(s), exclusive of Existing Product, created, prepared, written, compiled or developed by Contractor, or anyone acting on his behalf for The County or Authorized User pursuant to the Contract.

(b) Contractor or Third Party Manufacturers Title to Existing Product Title to Existing Product(s) does not transfer. With respect to such Existing Product(s), whether embedded in or operating in conjunction with Custom Product, Contractor warrants: a) all right, title and interest in Contractor's Existing Product(s); or b) all license rights, title and interest in third party Existing Product(s), which include the right to grant to The County or Authorized User an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s). Contractor hereby grants a irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s) embedded in or transferred for use in conjunction with Custom Product(s). The Licensee agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the license granted under this paragraph prior to distribution or use.

(c) Title to Custom Product Title to Custom Product(s), excluding Existing Product, shall be deemed the sole and exclusive property of the County or Authorized User, who shall have all right, title and interest (including ownership and copyrights). For the purposes of the federal copyright law, execution of this contract shall constitute an assignment of all right, title and interest in the Custom Product(s) by Contractor to the County or Authorized User. The County or Authorized User, in its sole discretion, reserves the right to sell Custom Product or to license them on an exclusive or non-exclusive basis to Contractor or other Third Parties. Contractor hereby agrees to take all necessary and appropriate steps to ensure that Custom Product is protected against unauthorized use, execution, reproduction, display, performance, or distribution by or through Contractor, its partners or agents. Notwithstanding this reservation of title, Contractor shall not be precluded from using the related or underlying general knowledge, skills and experience developed in the course of providing the Custom Product in the course of Contractor's business.

(d) Acquisitions Funded By Tax Exempt Financing In addition to the foregoing rights under a, b and c, the sale or licensing of Custom Product or rights therein shall not occur until such Product or rights are or become useable, and shall be at fair market value which shall be determined at the time of sale or licensing. Any such transfer shall be pursuant to a separate written agreement. If the Contract deliverables are to be funded through tax exempt financing, the County or Authorized User may assign to a Trustee or other entity for security purposes County or Authorized Users ownership and license rights in Custom and Existing Products. Contractor will cooperate with the County or Authorized User to execute such other documents as may be appropriate to achieve the objectives of

this paragraph.

(e) Other Acquisitions (Not Funded by Tax Exempt Financing) In addition to the rights set forth above (paragraphs “a”, “b” and “c”), the County or Authorized User reserves the right to transfer any or all rights to Custom Materials on an exclusive or non-exclusive basis. Where such transfer (sale or licensing) is provided in the Bid Specifications, Contractor shall include a purchase price for such rights in its bid. Such price shall be offered as a deduction from Contractor’s overall Bid or Project Bid price, and shall be weighted as set forth in the bid evaluation criteria, if any. Such rights shall transfer to the successful Bidder/Contractor upon successful completion and acceptance by the County or Authorized User of all contract deliverables. Contractor will cooperate with the County or Authorized User to execute such other documents as may be appropriate to achieve the objectives of this paragraph.

79. PROOF OF LICENSE The Contractor must provide to each Licensee who places a Product order either: a) the Product manufacturer’s certified License Confirmation Certificates in the name of each such Licensee; or b) a written confirmation from the Product manufacturer accepting Contractors Product invoice as proof of license. Bidder or Contractor shall submit a sample manufacturers certificate, or alternatively such written confirmation from the manufacturer, with the Bid or Contract. Such certificates must be in a form acceptable to the Licensee.

80. PRODUCT VERSION Product orders shall be deemed to reference Manufacturers most recently released model or version of the Product at time of delivery, unless an earlier model or version is specifically requested in writing by the County or Authorized User and Contractor is willing to provide such version.

81. MIGRATION TO CENTRALIZED CONTRACT The County or Authorized User may obtain additional Product authorized under this contract, (e.g., licensed capacity upgrades, new releases, documentation, maintenance, consulting or training) whether or not Product was initially obtained independently of this contract. The County or Authorized Users election to obtain additional Product shall not operate to diminish, alter or extinguish rights previously granted.

82. NOTICE OF PRODUCT DISCONTINUANCE In the event that a Product manufacturer proposes to discontinue maintenance or support for Product, Contractor shall (1) notify the County and each Authorized User in writing of the intended discontinuance, and (2) continue to provide maintenance and support for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than eighteen (18) months from the date of notice, and (3) at The County or Authorized Users option, either a) provided that the County or Authorized User is under maintenance, provide the County or Authorized User with either a Product replacement with equivalent functionality at no additional charge, or b) provide County or Authorized User with the source code for Licensed Product at no additional charge to enable it to continue use and maintenance of the Product.

83. REINSTATEMENT OF MAINTENANCE The County or Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon written notice to Contractor. In the event that The County or Authorized User discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor at rates which would have been due under the contract for the period of time that such maintenance had lapsed, or for twelve months, whichever is less.

84. NO HARDSTOP / PASSIVE LICENSE MONITORING Contractor hereby represents, warrants and covenants that the Product and all Upgrades do not and will not contain any computer code that would disable the Product or Upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as “time bombs”, “time locks”, or “drop dead” devices) or that would permit Contractor to access the Product to cause such disablement or

impairment (sometimes referred to as a “trap door” device). Contractor agrees that in the event of a breach or alleged breach of this provision that The County or Authorized User shall not have an adequate remedy at law, including monetary damages, and that The County or Authorized User shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which The County or Authorized User shall be entitled.

85. ADDITIONAL WARRANTIES / GUARANTEES Where Contractor or Product manufacturer offers additional or more advantageous warranties than set forth herein, Contractor shall offer or pass through any additional or more advantageous warranties to The County or Authorized Users. In addition to the ‘Warranties/Guarantees’ set forth in Part I, Contractor makes the following warranties.

(a) Product Performance Warranty Contractor represents and warrants that the Products delivered pursuant to this contract conform to the manufacturers specifications, performance standards, and documentation and that the documentation fully describes the proper procedure for using the Products in an efficient manner. Contractor does not warrant that software is error-free.

In the event that Contractor does not remedy a substantial breach of this warranty within the cure period, Licensee shall also have the right to terminate any payments due Contractor, with a refund of the any fees prospectively paid from the date of breach.

(b) Year 2000 Warranty For all procurements of Product, Contractor must furnish a warranty statement in accordance with the NYS Standard Year 2000 Warranty Compliance Statement set forth in Part I at the time of bid for agency specific contracts or product order for centralized contracts.

(c) Virus Warranty Contractor represents and warrants that Licensed Software contains no known viruses. Bidder is not responsible for viruses introduced at Licensees site. For purposes of this provision, “Virus” shall have the meaning set forth in Part II, “Definitions”.

A breach of any of the foregoing shall be deemed a material breach of the Contract or any License granted thereunder. The defaulting party shall be given written notice of a warranty breach under this section and shall have a thirty (30) day period to cure such breach.

86. INDEMINIFICATION THE WARRANTIES SET FORTH IN THESE *GENERAL SPECIFICATIONS* (PARTS I and II) ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Contractor shall defend, indemnify and save harmless the County and Authorized Users from suits, actions, claims, damages and costs arising under or connected to Contractors actions, and except where express loss liabilities set forth elsewhere in the Contract provide for a higher loss limitation liability than as set forth in this paragraph, or where such express provisions impose Contractor liability on “without limitation”, the total liability of Contractor for such claim(s), regardless of the nature and basis for the claim, shall not exceed two (2) times the fees paid for the applicable Product. For any suit, action, claim, damages or costs arising under or are connected to personal injury or property damage, or breach of the title, patent and copyright warranties, Contractor shall be fully liable without limitation.

The County or Authorized User may retain such moneys from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted by or against the County or Authorized User, provided however, that Contractor shall not indemnify each such entity to the extent that any claim, loss or damages arising hereunder is caused by the negligence act or failure to act of said entity.

87. SOURCE CODE ESCROW FOR LICENSED PRODUCTS If source code or source code escrow is offered by either Contractor or Product manufacturer/developer to any other commercial customers, Contractor either: i) will provide Licensee with the Source Code for the Product; or ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the County, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the County, or iii) will certify to the County that the Product manufacturer/developer has named the County, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the County and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above. Contractor shall identify the escrow agent upon commencement of the contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.

The County may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.



Andrew M. Cuomo, Governor

Mario J. Musolino, Acting, Commissioner

Essex County

Donna Thompson, Sr Purchasing Clerk
7551 Court St
Elizabethtown NY 12932

Schedule Year 2015 through 2016
Date Requested 05/19/2016
PRC# 2016004903

Location Essex County Fish Hatchery
Project ID#
Project Type Perform asbestos abatement at various in various buildings.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2015 through June 2016. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "[4 Day / 10 Hour Work Schedule](#)" form (PW 30R).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.state.ny.us.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.state.ny.us.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.state.ny.us.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "[Public Work Project](#)" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Andrew M. Cuomo, Governor

Mario J. Musolino, Acting, Commissioner

Essex County

Donna Thompson, Sr Purchasing Clerk
7551 Court St
Elizabethtown NY 12932

Schedule Year 2015 through 2016
Date Requested 05/19/2016
PRC# 2016004903

Location Essex County Fish Hatchery
Project ID#
Project Type Perform asbestos abatement at various in various buildings.

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concerns with regard to inclusion of this information on payrolls if another identifier will suffice.

For these reasons, *the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.*

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

Construction Industry Fair Play Act

Required Posting For Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.state.ny.us .



New York State Department of Labor
Required Notice under Article 25-B of the Labor Law

**ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:
YOU ARE COVERED BY THE
CONSTRUCTION INDUSTRY FAIR PLAY ACT**

The law says that you are an employee unless:

- You are free from direction and control in performing your job AND
- You perform work that is not part of the usual work done by the business that hired you AND
- You have an independently established business

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

**IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS
INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.**

Employee rights. If you are an employee:

- You are entitled to state and federal worker protections such as
 - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
 - workers' compensation benefits for on-the-job injuries
 - payment for wages earned, minimum wage, and overtime (under certain conditions)
 - prevailing wages on public work projects
 - the provisions of the National Labor Relations Act and
 - a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor:

- You must pay all taxes required by New York State and Federal Law.

Penalties for paying off-the-books or improperly treating employees as independent contractors:

- **Civil Penalty** First Offense: up to \$2,500 per employee.
Subsequent Offense(s): up to \$5,000 per employee.
- **Criminal Penalty** First Offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing Public Work for up to one year.
Subsequent Offense(s): Misdemeanor - up to 60 days in jail, up to a \$50,000 fine and debarment from performing Public Work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

WORKER NOTIFICATION

(Labor Law §220, paragraph a of subdivision 3-a)

Effective February 24, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.state.ny.us or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.



New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Chapter 629 of
the Labor Laws
of 2007:

**These wages are set by law and must be posted
at the work site. They can also be found at:**
www.labor.ny.gov

If you feel that you have not received proper wages or benefits,
please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 775-3568	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please
contact the Office of the NYC Comptroller at (212) 669-4443, or
www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

OSHA 10-hour Construction Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

NOTE: The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.

Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:

www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

www.rit.edu/~outreach/course.php3?CourseID=54

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

<https://ophs.umdj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~>

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: <mailto:japs@buffalo.edu>

(716) 829-2125

http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingleton@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_oshacfm

3. List of trainers and training schedules for OSHA outreach training at:

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of \$250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training “prior to the performing any work on the project.”

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

******A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$3 million in Bronx, Kings, New York, Queens and Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.
- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.
- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.
- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.
- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form PW30R

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

To use the ‘4 Day / 10 Hour Work Schedule’:

There **MUST** be a *Dispensation of Hours (PW30)* in place on the project

AND

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER...

The ‘4 Day / 10 Hour Work Schedule’ applies **ONLY** to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

(Please note : For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

Instructions for Completing Form PW30R

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

Before completing Form PW30R check to be sure ...

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
 - Go to pages 2 and 3 of the form
 - Place a checkmark in the box to the right of the Job Classification you are choosing
 - Mark all Job Classifications that apply

****Do not write in any additional Classifications or Counties.****

Requestor Information:

- Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

Return Completed Form:

- **Mail** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 **-OR-**
- **Fax** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870



New York State Department of Labor
Bureau of Public Work
W. Averell Harriman State Office Campus
Building 12 - Room 130
Albany, New York 12240
Phone - (518) 457-5589 Fax - (518) 485-1870

Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing Form PW30R check to be sure ...

There is a *Dispensation of Hours* in place on the project.

The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.

The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed ...

Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240

-or-

Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number _____ Fax Number: _____ Email Address: _____

Contact Person: _____

Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____

Exact Location
of Project: _____ County: _____

(If you are Subcontractor)

Prime Contractor Name: _____

Job Classification(s) to Work 4/10 Schedule: (Choose all that apply on Job Classification Checklist - Pages 2 & 3)
*** Do not write in any additional Classifications or Counties***

Requestor Information

Name: _____

Title: _____ Date : _____

Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under "Entire Counties" & "Partial Counties".

- | | |
|---------------------------------|-------------------------------------|
| 1. Albany County | 33. Oneida County |
| 2. Allegany County | 34. Onondaga County |
| 3. Bronx County | 35. Ontario County |
| 4. Broome County | 36. Orange County |
| 5. Cattaraugus County | 37. Orleans County |
| 6. Cayuga County | 38. Oswego County |
| 7. Chautauqua County | 39. Otsego County |
| 8. Chemung County | 40. Putnam County |
| 9. Chenango County | 41. Queens County |
| 10. Clinton County | 42. Rensselaer County |
| 11. Columbia County | 43. Richmond County (Staten Island) |
| 12. Cortland County | 44. Rockland County |
| 13. Delaware County | 45. Saint Lawrence County |
| 14. Dutchess County | 46. Saratoga County |
| 15. Erie County | 47. Schenectady County |
| 16. Essex County | 48. Schoharie County |
| 17. Franklin County | 49. Schuyler County |
| 18. Fulton county | 50. Seneca County |
| 19. Genesee County | 51. Steuben County |
| 20. Greene County | 52. Suffolk County |
| 21. Hamilton County | 53. Sullivan County |
| 22. Herkimer County | 54. Tioga County |
| 23. Jefferson County | 55. Tompkins County |
| 24. Kings County (Brooklyn) | 56. Ulster County |
| 25. Lewis County | 57. Warren county |
| 26. Livingston County | 58. Washington County |
| 27. Madison County | 59. Wayne County |
| 28. Monroe County | 60. Westchester County |
| 29. Montgomery County | 61. Wyoming County |
| 30. Nassau County | 62. Yates County |
| 31. New York County (Manhattan) | |
| 32. Niagara County | |

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Carpenter-Building	276B-All	7	2, 5	<input type="checkbox"/>
Carpenter-Building	276B-Cat	15	5	<input type="checkbox"/>
Carpenter - Building	276-B--LIV	26, 28, 35, 59	61	<input type="checkbox"/>
Carpenter-Building	276B-Gen	19, 32, 37	61	<input type="checkbox"/>
Carpenter-Floor Layers	276B-FL-Liv	26, 28, 35, 59	61	<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-All	2, 5, 7		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-Erie	15		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH- Gen	19, 32, 37, 61		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-Liv	26, 28, 35, 59		<input type="checkbox"/>
Carpenter-Residential	276R-All	7	2, 5	<input type="checkbox"/>
Carpenter - Building	277B-Bro	4, 54		<input type="checkbox"/>
Carpenter - Building	277B-CAY	6, 50, 62		<input type="checkbox"/>
Carpenter - Building	277B-CS	8, 12, 49, 51, 55	2	<input type="checkbox"/>
Carpenter - Building	277 JLS	23, 25, 45		<input type="checkbox"/>
Carpenter - Building	277 omh	22, 27, 33		<input type="checkbox"/>
Carpenter - Building	277 On	34		<input type="checkbox"/>
Carpenter - Building	277 Os	38		<input type="checkbox"/>
Carpenter - Building	277CDO Bldg	9, 13, 39		<input type="checkbox"/>
Carpenter - Heavy&Highway	277CDO HH	9, 13, 39		<input type="checkbox"/>
Carpenter - Heavy&Highway	277HH-BRO	4, 6, 8, 12, 49, 50, 51, 54, 55, 62, 22, 23, 25, 27, 33, 34, 38, 45		<input type="checkbox"/>
Carpenter - Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		<input type="checkbox"/>
Carpenter - Building	291B-Cli	10, 16, 17		<input type="checkbox"/>
Carpenter - Building	291B-Ham	21, 57, 58		<input type="checkbox"/>
Carpenter - Building	291B-Sar	46		<input type="checkbox"/>
Carpenter - Heavy&Highway	291HH-Alb	1, 10, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Electrician	25m	30, 52		<input type="checkbox"/>
Electrician-Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	<input type="checkbox"/>

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	<input type="checkbox"/>
Electrician	840Teledata and 840 Z1	62	6, 34, 35, 50, 59	<input type="checkbox"/>
Electrician	910	10, 16, 17, 23, 25, 45		<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	30, 41, 52		<input type="checkbox"/>
Electrician Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		<input type="checkbox"/>
Electrical Lineman	1249a West	60		<input type="checkbox"/>
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		<input type="checkbox"/>
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		<input type="checkbox"/>
Electrical Lineman	1249aWestLT	60		<input type="checkbox"/>
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	<input type="checkbox"/>
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		<input type="checkbox"/>
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	<input type="checkbox"/>
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		<input type="checkbox"/>
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		<input type="checkbox"/>
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		<input type="checkbox"/>
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		<input type="checkbox"/>
Laborers - Building	322-2H	17, 23, 25, 45		<input type="checkbox"/>
Laborers - Building	785(7)	4	9, 13, 54	<input type="checkbox"/>

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborers - Building	785B-CS	8, 51	49	<input type="checkbox"/>
Laborers- Heavy & Highway	322/2h	17, 23, 25, 45		<input type="checkbox"/>
Laborers- Heavy & Highway	7-785b	12, 55	49, 54	<input type="checkbox"/>
Laborers Heavy & Highway	785(7)	4	9, 13, 54	<input type="checkbox"/>
Laborer - Heavy & Highway	785HH-CS	8, 51	49	<input type="checkbox"/>
Laborer - Building	621b	2, 7	5	<input type="checkbox"/>
Laborer - Residential	621r	2, 7	5	<input type="checkbox"/>
Mason-Building	2TS.1	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Mason-Building	2TS.2	22, 23, 25, 33, 45	27	<input type="checkbox"/>
Mason-Building	2TS.3	6, 34, 38	27	<input type="checkbox"/>
Mason-Building	2b-on	34		<input type="checkbox"/>
Mason-Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	<input type="checkbox"/>
Mason-Building	2b.2	22, 33	25	<input type="checkbox"/>
Mason-Building	2b.3	6, 34	27	<input type="checkbox"/>
Mason-Building	2b.4	38		<input type="checkbox"/>
Mason-Building	2b.5	23	25	<input type="checkbox"/>
Mason-Building	2b.6	45		<input type="checkbox"/>
Mason-Building	2b.8	10, 16, 17	57	<input type="checkbox"/>
Mason-Building	3b-Co-Z2	8, 49, 51	2	<input type="checkbox"/>
Mason-Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Building-Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Building	3B-Bing-Z2	4, 9, 13, 39, 54		<input type="checkbox"/>
Mason-Building	3B-lth-Z2	12, 55		<input type="checkbox"/>
Mason-Building	3B-Jam-Z2	7	2, 5	<input type="checkbox"/>
Mason-Building-Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Building	3B-Z3	15, 32	5	<input type="checkbox"/>

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason-Building	3B-Z3.Orleans	37		<input type="checkbox"/>
Mason-Residential	3B-Z3R	15, 32	5	<input type="checkbox"/>
Mason-Residential	3B-Z3R.Orleans	37		<input type="checkbox"/>
Mason-Heavy Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z3	15, 32, 37	5	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z3R	15, 32, 37	5	<input type="checkbox"/>
Mason-Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z3R	15, 32, 37	5	<input type="checkbox"/>
Mason - Building/Heavy&Highway	780	3, 24, 30, 31, 41, 43, 52		<input type="checkbox"/>
Operating Engineer - Heavy/Highway	137H/H	40, 60	14	<input type="checkbox"/>
Operating Engineer - Heavy& Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	<input type="checkbox"/>
Painter	1456-LS	1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60		<input type="checkbox"/>
Painter	150	28, 59, 62	26, 35	<input type="checkbox"/>
Painter	178 B	4, 9, 54		<input type="checkbox"/>
Painter	178 E	8, 49	51	<input type="checkbox"/>
Painter	178 I	12, 55		<input type="checkbox"/>
Painter	178 O	13, 39		<input type="checkbox"/>
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	<input type="checkbox"/>

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Painter	38.O		38	<input type="checkbox"/>
Painter	38.W	23, 45	25	<input type="checkbox"/>
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	<input type="checkbox"/>
Painter	4-Jamestown		5, 7	<input type="checkbox"/>
Painter	38.O		38	<input type="checkbox"/>
Painter	38.W	23, 45	25	<input type="checkbox"/>
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	<input type="checkbox"/>
Painter	4-Jamestown		5, 7	<input type="checkbox"/>
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		<input type="checkbox"/>
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		<input type="checkbox"/>
Teamsters-Heavy&Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	<input type="checkbox"/>
Teamsters-Heavy&Highway	317bhh	6, 12, 50, 51, 55, 62	2	<input type="checkbox"/>
Teamsters-Building/Heavy&Highway	456	40, 60		<input type="checkbox"/>

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. In most cases the payment or provision of supplements is for each hour worked (noted in the schedule as 'Per hour worked'). Some classifications require the payment or provision of supplements for each hour paid (noted in the schedule as 'Per hour paid'), which require supplements to be paid or provided at a premium rate for premium hours worked. Some classifications may also require the payment or provision of supplements for paid holidays on which no work is performed.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.state.ny.us) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3

Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Essex County General Construction

Boilermaker

05/01/2016

JOB DESCRIPTION Boilermaker

DISTRICT 1

ENTIRE COUNTIES

Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

WAGES

Per hour

07/01/2015

01/01/2016

01/01/2017
Additional

Boilermaker

\$ 32.29

\$ 33.39

\$1.15

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 23.98*
+ 1.24

\$ 24.03*
+ 1.24

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES

Wages per hour

(1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits per hour worked

All Apprentices get same benefits as Journeyman.

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Carpenter - Building

05/01/2016

JOB DESCRIPTION Carpenter - Building

DISTRICT 2

ENTIRE COUNTIES

Clinton, Essex, Franklin

WAGES

Per hour:

07/01/2015

Carpenter

\$ 25.75

Floor Coverer

25.75

Carpet Layer

25.75

Dry-Wall

25.75

Lather

25.75

Piledriver

26.00

Diver-Wet Day

61.25

Diver -Dry Day

26.75

Diver Tender

26.75

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:

- Certified welders shall receive \$1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work

- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive:
 - 0' to 80' no additional fee
 - 81'to 100' additional \$.50 per foot
 - 101'to 150' additional \$0.75 per foot
 - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 18.32

OVERTIME PAY

See (B, E, *E2, Q) on OVERTIME PAGE

* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES

Wages per hour

One year terms at the following percentage of Journeyman's base wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour worked:

1st year term	\$ 10.16
2nd year term	10.16
3rd year term	12.76
4th year term	12.76

2-291B-Cli

Carpenter - Building / Heavy&Highway

05/01/2016

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Wages per hour:

07/01/2015

Carpenter - ONLY for
Artificial Turf/Synthetic

Sport Surface Installer \$ 28.99

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS

Per hour worked plus paid holidays:

Journeyman \$ 19.34

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE

Overtime: See (5, 6, 16) on HOLIDAY PAGE

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour paid:

	07/01/2015
1st year term	\$ 10.25
2nd year term	10.25
3rd year term	12.85
4th year term	12.85

2-42AtSS

Carpenter - Heavy&Highway

05/01/2016

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Albany, Clinton, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour 07/01/2015

Carpenter	\$ 29.05
Millwright	30.55
Piledriver	29.05
Diver-Wet Day	54.05
Diver-Dry Day	30.05
Diver-Tender	30.05

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:

- When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.
- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- Depth pay for Divers based upon deepest depth on the day of the dive:
 - 0' to 50' no additional fee
 - 51'to 100' additional \$.50 per foot
 - 101'to 150' additional \$0.75 per foot
 - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked plus paid holidays:

Journeyman \$ 19.28

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

REGISTERED APPRENTICES

Wages per hour

One year terms at the following percentage of Journeyman's base wage

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour worked plus paid holidays:

1st year terms	\$ 10.12
2nd year terms	10.12
3rd year terms	12.72
4th year terms	12.72

2-291HH-A1b

Electrician

05/01/2016

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence

WAGES

Per hour:	07/01/2015	04/01/2016	04/01/2017 Additional
Electrician	\$ 33.00	\$ 33.00	\$ 1.25
Cable Splicer	34.50	34.50	1.25
Welder	34.50	34.50	1.25

NOTE: Additional premiums for the following work listed:

-Additional \$1.50 per hour for work performed underground such as tunnels and mine shafts. Excludes manholes and walkway tunnels between buildings.

-Additional \$1.50 per hour for working 35 feet or more on scaffolds, ladders, towers, steeples, structural steel; or mechanical lifts over 65 feet.

Shift Work: The following rates will apply on all Contracting Agency mandated shifts worked between the hours listed below. The employer may be permitted to adjust the starting hours of the shift by up to two (2) hours if required by the agency. If a shift begins outside of the stated shift hours, the rate paid would be determined by what shift the majority of the hours were worked.

1st shift:	8:00 AM to 4:30 PM	Regular wage rate
2nd shift:	4:30 PM to 1:00 AM	Regular wage rate plus 17.3%
3rd shift:	12:30 AM to 9:00 AM	Regular wage rate plus 31.4%

**** IMPORTANT NOTICE - EFFECTIVE 07/01/2012 ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 18.13	\$ 19.23
	*plus 3% of gross wage	*plus 3% of gross wage

* NOTE: THE 3% IS BASED ON THE HOURLY WAGE PAID ON STRAIGHT TIME RATE OR PREMIUM TIME RATE.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: Hourly terms at the following percentage of Journeyman's wage.

	1-1000 40%	to 2000 45%	to 3500 50%	to 5000 60%	to 6500 70%	to 8000 80%
Electrician	\$13.20	\$14.85	\$16.50	\$19.80	\$23.10	\$26.40
Cable Splicer, Tunnel	\$14.70	\$16.35	\$18.00	\$21.30	\$24.60	\$27.90

SUPPLEMENTAL BENEFITS per hour worked:

Appr 1st & 2nd term	\$ 8.72	\$ 9.57
	* plus 3% of gross wage	* plus 3% of gross wage
Appr All other terms	\$ 18.13	\$ 19.23
	* plus 3% of gross wage	* plus 3% of gross wage

* NOTE: THE 3% IS BASED ON THE HOURLY WAGE PAID ON STRAIGHT TIME RATE OR PREMIUM TIME RATE.

6-910

Elevator Constructor

05/01/2016

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Madison: Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield and Stockbridge.
Oneida: Entire county except the towns of: Camden, Florence, and Brookfield.

WAGES

Per hour	07/01/2015	01/01/2016	01/01/2017 Additional
Mechanic	\$ 41.51	\$ 42.33	\$ 2.49
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate	

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked	07/01/2015	01/01/2016
Journeyman/Helper	\$ 28.385*	\$ 29.495*

(*)Plus 6% of gross wages if less than 5 years service
(*)Plus 8% of gross wages if more than 5 years service

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 15, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour

0-6 mo*

50%

*No supplemental benefits

6-12 mo	2nd yr	3rd yr	4th yr
55 %	65 %	70 %	80 %

Supplemental Benefits per hour worked

Same as Journeyman/Helper

1-35

Glazier

05/01/2016

JOB DESCRIPTION Glazier

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour

	07/01/2015	05/01/2016 Additional \$1.50	05/01/2017 Additional \$1.50
Glazier base wage	\$ 26.55		
	+ additional \$1.50 per hour for all hours worked		
*High Work Base Wage	29.50	\$1.25	\$1.25
	+ additional \$3.50 per hour for all hours worked		

(*)When working on Swing Stage or Lift 100 feet or more in height, measured from the ground level up.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 17.03
Journeyman	
High Work	22.38

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

Premium is applied to the respective base wage only.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

REGISTERED APPRENTICES

Wages per hour

Apprentice Glazier One Half Year (750 hr) terms at the following percentage of Journeyman's base wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
35%	45%	55%	65%	75%	85%	90%	95%
+ additional \$1.50 per hour for all hours worked for all terms							

Apprentice Glazier Hi-Work One Half Year (750 hr) terms at the following percentage of Journeyman's Hi-Work base wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
35%	45%	55%	65%	75%	85%	90%	95%
+ additional \$3.50 per hour for all hours worked for all terms							

Supplemental Benefits per hour worked

For apprentices indentured after 07/01/2009 the following supplemental benefit applies:

Apprentice	
1st-4th term	\$ 14.51
5th-8th term	17.03
Apprentice High Work	
1st-4th term	\$ 17.08
5th-8th term	22.38

For apprentices indentured prior to and including 07/01/2009, the following supplemental benefit applies:

Apprentice	\$ 17.03
Apprentice High Work	22.38

1-201

Insulator - Heat & Frost**05/01/2016**

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

WAGES

Wages per hour	07/01/2015
Asbestos Worker*	\$ 32.52
Insulator*	32.52
Firestopping Worker*	27.65

(*)On Mechanical Systems only.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 20.57
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OVERTIME PAY

See (*B1, **Q) on OVERTIME PAGE

*B1=Double time begins after 10 hours on Saturday

**Q=Triple time on Labor Day if worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When a holiday falls on Sunday the following Monday shall be observed as the holiday.

REGISTERED APPRENTICES

Wages per hour

one year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th
60 %	70 %	80 %	90 %

Supplemental Benefits per hour worked:

Apprentices	\$ 20.57
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1-40

Ironworker**05/01/2016**

JOB DESCRIPTION Ironworker

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Bleecker and Johnstown.

Hamilton: Only the Townships of Hope, Benson and Wells.

Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.

Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worchester.

WAGES

Wages	07/01/2015	05/01/2016	05/01/2017
Per hour			Additional
Ornamental	\$ 29.50	\$ 30.05	\$1.25
Reinforcing	29.50	30.05	
Rodman	29.50	30.05	
Structural & Precast	29.50	30.05	
Mover/Rigger	29.50	30.05	
Fence Erector	29.50	30.05	
Stone Derrickman	29.50	30.05	
Sheeter	29.75	30.30	
Curtain Wall Installer	29.50	30.05	
Metal Window Installer	29.50	30.05	

SUPPLEMENTAL BENEFITS

Per hour worked

JOURNEYMAN	\$ 25.86	\$ 26.56
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2015	05/01/2016
1st year	\$ 16.50	\$ 16.50
2nd year	18.50	18.50
3rd year	20.50	20.50
4th year	22.50	22.50
Supplemental Benefits per hour worked		
1st year	\$ 10.25	\$ 10.50
2nd year	20.01	20.61
3rd year	21.41	22.06
4th year	22.81	23.51

1-12

Laborer - Building

05/01/2016

JOB DESCRIPTION Laborer - Building

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Warren

WAGES

GROUP #A: All Laborers (except as noted)

GROUP #B: Asbestos & Hazardous Waste Work.

WAGES per hour

07/01/2015

Group # A	\$ 21.48
Group # B	22.98

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 19.30

OVERTIME PAY

See (B, E, *E2, Q) on OVERTIME PAGE

*Inclement weather makeup day may be provided November 15 to May 15.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

Terms are at the following percentage of Group Rate A.

0-1,000 Hrs	1,001-2,000 Hrs	2,001-3,000 Hrs	3,001-4,000 Hrs
60%	70%	80%	90%

Supplemental Benefits per hour worked

Apprentices \$ 19.30

7-1822ew

Laborer - Heavy&Highway

05/01/2016

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Warren

WAGES

GROUP # A:

Basic Rate, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B:

Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steelmesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operator (1-1/2" and Single Diaphragm) Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers Assisting on Chain Link Fence Installation, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C:

Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Acetylene Torch Operators, Asphalt Raker, Powderman, Tail or Screw Operator on Asphalt Paver.

GROUP # D:

Blasters, Metal Form Setters (sidewalk), Stone or Granite Curb Setters.

GROUP # E:

Hazardous waste, Lead & Abestos abatement.

WAGES per hour 07/01/2015

Group # A	\$ 24.19
Group # B	24.39
Group # C	24.59
Group # D	24.79
Group # E	26.19

All employees who work a single irregular shift starting between 5:00 pm and 1:00 am on governmental mandated night work shall be paid an additional \$1.75 per hour.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 20.33

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

REGISTERED APPRENTICES

Wages per hour

Terms are at the following percentage of Group A rate.

0-1,000 Hrs	1,001-2,000 Hrs	2,001-3,000 Hrs	3001-4000 hrs
60%	70%	80%	90%

Supplements per hour worked

Apprentices \$ 20.33

7-1822/2h

Laborer - Tunnel

05/01/2016

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Warren

WAGES

GROUP A: Change House Man

GROUP B: Miners and all Machine Men, Safety Miner, all Shaft-work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Men, Shield driven tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Hazardous/Waste Work

WAGES (per hour)

07/01/2015

Tunnel Laborer:

Group A	\$ 27.37
Group B	27.57
Group C*	29.37

(*)Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 20.33

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

If the holiday falls on Saturday, it will be celebrated on Friday. If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

Wages per hour

Terms are at the following percentage of Group B rate.

0-1000 Hrs	1001-2000 Hrs	2001-3000 Hrs	3001-4000 Hrs
60%	70%	80%	90%

Supplements per hour worked

Apprentices \$ 20.33

7-1822T

Lineman Electrician

05/01/2016

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

	07/01/2015	05/02/2016
		Additional
Lineman, Technician	\$ 46.90	\$ 2.50
Crane, Crawler Backhoe	46.90	2.50
Welder, Cable Splicer	46.90	2.50
Digging Machine Operator	42.21	2.50
Tractor Trailer Driver	39.87	2.50
Groundman, Truck Driver	37.52	2.50
Mechanic 1st Class	37.52	2.50
Flagman	28.14	2.50

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

		Additional
Lineman, Technician	\$ 46.90	\$ 2.50
Crane, Crawler Backhoe	46.90	2.50
Cable Splicer-Pipe Type Cable	51.59	2.50
Cert. Welder-Pipe Type Cable	49.25	2.50
Digging Machine Operator	42.21	2.50
Tractor Trailer Driver	39.87	2.50
Mechanic 1st Class	37.52	2.50
Groundman, Truck Driver	37.52	2.50
Flagman	28.14	2.50

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

		Additional
Lineman, Technician, Welder	\$ 48.20	\$ 2.50
Crane, Crawler Backhoe	48.20	2.50
Digging Machine Operator	43.38	2.50
Tractor Trailer Driver	40.97	2.50
Groundman, Truck Driver	38.56	2.50
Mechanic 1st Class	38.56	2.50
Flagman	28.92	2.50
Cert. Welder-Pipe Type Cable	50.61	2.50
Cable Splicer-Pipe Type Cable	53.02	2.50

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

		Additional
Lineman, Technician, Welder	\$ 49.41	\$ 2.50

Crane, Crawler Backhoe	49.41	2.50
Cable Splicer	49.41	2.50
Digging Machine Operator	44.47	2.50
Tractor Trailer Driver	42.00	2.50
Groundman, Truck Driver	39.53	2.50
Mechanic 1st Class	39.53	2.50
Flagman	29.65	2.50

Additional \$1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

**** IMPORTANT NOTICE ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

Journeyman	\$ 20.50
	*plus 7% of hourly wage

*The 7% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

HOLIDAY

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of the Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a

Lineman Electrician - Teledata

05/01/2016

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour:

FOR OUTSIDE WORK.

	07/01/2015	01/01/2016	01/01/2017
Cable Splicer	\$ 29.70	\$ 30.29	\$ 30.90
Installer, Repairman	28.19	28.75	29.33
Teledata Lineman	28.19	28.75	29.33
Technician, Equipment Operator	28.19	28.75	29.33
Groundman	14.95	15.25	15.56

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 4.43 *plus 3% of wage paid	\$ 4.43 *plus 3% of wage paid	\$ 4.43 *plus 3% of wage paid
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*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting	05/01/2016
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JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chain saws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/groundman truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

(Ref #14.01.01)

Per hour:

	07/01/2015	05/02/2016
		Additional
Lineman, Technician	\$ 41.04	\$ 2.00
Crane, Crawler Backhoe	41.04	2.00
Certified Welder	43.09	2.00
Digging Machine	36.94	2.00
Tractor Trailer Driver	34.88	2.00
Groundman, Truck Driver	32.83	2.00
Mechanic 1st Class	32.83	2.00
Flagman	24.62	2.00

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	REGULAR RATE PLUS 31.4%

**** IMPORTANT NOTICE ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 20.50
	*plus 7.0% of hourly wage

*The 7% is based on the hourly wage paid, straight time rate or premium rate.

Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES: Per hour. 1000 hour terms.

1st	2nd	3rd	4th	5th	6th	7th
\$ 24.62	\$ 26.68	\$ 28.73	\$ 30.78	\$ 32.83	\$ 34.88	\$ 36.94

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer

05/01/2016

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Per hour:

07/01/2015

Tree Trimmer	\$ 22.80
Equipment Operator	20.11
Equipment Mechanic	20.11
Truck Driver	17.00
Groundman	13.94
Flag person	9.93

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 9.14
	*plus 3% of
	hourly wage

* The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building

05/01/2016

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour 07/01/2015

Tile/Marble/Terazzo

Setter	\$ 31.67
Finisher	24.92

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter	\$ 18.67
Journeyman Finisher	15.97

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

Hour Terms at the following percentage of Journeyman's wage

Setter:	
1st term 0-500 hrs	60%
2nd term 501-1500 hrs	70%
3rd term 1501-2500 hrs	80%
4th term 2501-3500 hrs	85%
5th term 3501-4500 hrs	90%
6th term 4501-6000 hrs	95%

Finisher:	
1st term 0-500 hrs	70%
2nd term 501-1500 hrs	80%
3rd term 1501-2500 hrs	90%
4th term 2501-3700 hrs	95%

Supplemental Benefits per hour worked

07/01/2015

Setter:

1st term 0-500 hrs	\$ 10.77
2nd term 501-1500 hrs	10.77
3rd term 1501-2500 hrs	14.72
4th term 2501-3500 hrs	14.72
5th term 3501-4500 hrs	16.70
6th term 4501-6000 hrs	18.67

Finisher:

1st term 0-500 hrs	\$ 10.27
2nd term 501-1500 hrs	10.27
3rd term 1501-2500 hrs	13.12
4th term 2501-3700 hrs	13.012

12-2TS.1

Mason - Building

05/01/2016

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Clinton, Essex, Franklin

PARTIAL COUNTIES

Warren: Only the Townships of Chester, Hague, Horicon and Johnsburg.

WAGES

Per hour 07/01/2015

Bricklayer	\$ 28.98
Cement Finisher	28.98
Plasterer/Fireproofer*	28.98
Pointer/Caulker/Cleaner	28.98
Stone Mason	28.98
Acid Brick	29.48

(*)Fireproofer on Structural only.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 18.35

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES

Wages per hour

750 hr terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0-500 Hours	\$ 10.65
All others	\$ 18.35

12-2b.8

Mason - Heavy&Highway

05/01/2016**JOB DESCRIPTION** Mason - Heavy&Highway**DISTRICT** 12**ENTIRE COUNTIES**

Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

PARTIAL COUNTIES

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

WAGES

Per hour

07/01/2015

Mason & \$34.01

Bricklayer

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 18.38

OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

REGISTERED APPRENTICES

Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

\$ 18.38

12-2hh.1

Millwright - Building

05/01/2016**JOB DESCRIPTION** Millwright - Building**DISTRICT** 2**ENTIRE COUNTIES**

Clinton, Essex, Franklin, Hamilton

WAGES

Per hour:

07/01/2015

07/01/2016

07/01/2017

Additional

Additional

Millwright*

\$ 26.49

\$ 1.40

\$ 1.40

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:

- Certified Welders shall receive \$1.25 per hour in addition to the current Millwright's rate provided he/she is directed to perform certified welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.25 premium per hour.
- An employee performing the work of a machinist shall receive \$1.25 per hour in addition to the current Millwright's rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.

*Regarding treatment plants water or sewer, the Millwright Building rate is applicable for millwrights only performing maintenance and upkeep of existing equipment.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman

\$ 19.50

OVERTIME PAY

See (B, E, *E2, Q) on OVERTIME PAGE

*Note - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

Wages per hour:

(1)year terms at the following percentage of journeyman's rate.

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hours worked:

Apprentices:

1st term	\$ 9.00
2nd term	16.35
3rd term	17.40
4th term	18.45

2-1163.2

Operating Engineer - Building

05/01/2016

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

CLASS A1:

Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks,whirlies, dragline, boom trucks over 5 tons.

CLASS A:

Shovel, all Excavators (including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

CLASS B:

Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).

CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, belcrete power pack (belcrete system), seeding, and mulching machines, pumps.

* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour	07/01/2015	07/01/2016	07/01/2017
Class # A1	\$ 39.46	\$41.08	\$42.66

Class # A	39.01	40.61	42.18
Class # B	38.07	39.65	41.18
Class # C	35.42	36.92	38.37

Additional \$0.50 per hr for Tower Cranes.

Additional \$1.00 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$2.00 per hr for Cranes with Boom length & jib 200ft. and over.

Additional \$2.00 per hr over B rate for Nuclear Leader work.

Additional \$0.40 per hr for tunnel or excavation of shaft 40' or more deep.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 24.17	\$ 24.47	\$ 24.87
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday.

Employees who work a Saturday holiday shall be paid double time plus the holiday pay.

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyman's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

	07/01/2015	07/01/2016	07/01/2017
All terms	\$ 19.60	\$ 19.90	\$ 20.30

1-158 Alb

Operating Engineer - Heavy&Highway

05/01/2016

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder

CLASSIFICATION C:

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), oiler (used in conjunction with production), Bituminous Heater (self-propelled), oat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro -Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2015	07/01/2016	07/01/2017
Master Mechanic	\$ 40.52	\$ 42.07	\$ 43.79
Class A*	38.91	40.46	42.18
Class B	38.00	39.55	41.27
Class C	35.43	36.98	38.70

Additional \$2.00 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

(*) Premiums for CRANES is based upon Class A rates with the following premiums:

- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 24.45	\$ 24.80	\$ 25.20
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on a Saturday, it will be celebrated on Saturday.

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyman's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

	07/01/2015	07/01/2016	07/01/2017
All Terms	\$ 19.85	\$ 20.20	\$ 20.60

1-158H/H Alb

Operating Engineer - Marine Construction

05/01/2016

JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per Hour:

DREDGING OPERATIONS 07/01/2015

CLASS A

Operator, Leverman, \$ 35.63
Lead Dredgeman

CLASS A1

Dozer, Front Loader To conform to Operating Engineer
Operator Prevailing Wage in locality where work
is being performed including benefits.

CLASS B

Spider/Spill Barge Operator, \$ 30.81
Tug Operator(over1000hp),
OperatorII, Fill Placer,
Derrick Operator, Engineer,
Chief Mate, Electrician,
Chief Welder,
Maintenance Engineer

Certified Welder, \$ 29.01
Boat Operator(licensed)

CLASS C

Drag Barge Operator, \$ 28.22
Steward, Mate,
Assistant Fill Placer,

Welder (please add)\$ 0.06

Boat Operator \$ 27.30

CLASS D

Shoreman, Deckhand, \$ 22.68
Rodman, Scowman, Cook,
Messman, Porter/Janitor

Oiler(please add)\$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B 07/01/2015
\$ 9.99 plus 8%
of straight time
wage, Overtime hours
add \$ 0.63

All Class C \$ 9.69 plus 8%
of straight time
wage, Overtime hours
add \$ 0.48

All Class D \$ 9.39 plus 8%
of straight time
wage, Overtime hours
add \$ 0.33

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

Operating Engineer - Survey Crew

05/01/2016

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schoenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to Building and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who runs the instrument and assists the Party Chief.

Rod Person - One who holds the rods and, in general, assists the Survey Party.

07/01/2015

Party Chief	\$ 36.53
Instrument Person	33.46
Rod Person	24.46

Additional \$3.00 per hr. for work in a Tunnel.

Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 23.75
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms for Instrument & Rod Persons at the following rates:

07/01/2015

0-1000 Hrs	\$ 14.68
1001-2000 Hrs	17.12
2001-3000 Hrs	19.57

SUPPLEMENTAL BENEFITS per hour worked:

All Terms	\$ 23.75
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12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

05/01/2016

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schoenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who runs the instrument and assists the Party Chief.

Rod Person - One who holds the rods and, in general, assists the Survey Party.

07/01/2015

Party Chief	\$ 36.53
Instrument Person	33.46
Rod Person	24.46

Additional \$3.00 per hr. for work in a Tunnel.

Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 23.75
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

12-158-545 DCE

Operating Engineer - Tunnel

05/01/2016

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess to the northern boundary line of the City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Rte. 343 then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains to Connecticut.

Genesee: Only that portion of the county that lies east of a linedrawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

Crane 1: All cranes, including self erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all other cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton nad below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor-mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (Automated); Cableway; Caisson Auger; Central Mix Concrete Plant (Automated); Concrete Curb Machine (Self-propelled slipform) Concrete Pump (8" or over); Dredge; Dual Drum Paver; Any Mechanical Shaft Drill; Excavator (all purpose-hydraulic-Gradall or Similar); Fork Lift (factory rated 15 ft and over); Front End Loader (4 c.y. & over); Gradall; Head Tower (Sauerman or Equal), Hoist Shaft; Hoist (two or three Drum); Mine Hoist; Maintenance Engineer (Shaft and Tunnel) ; Mine Hoist; Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Mach.; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt Type Loader; Tripper/Maintenance Eng.(Shaft & Tunnel); Truck or Trailer Mounted Log Chipper (self-feeding); Tug Operator (Manned rented equip. excluded); Tunnel Shovel; Mining Machine(Mole and Similar Types).

CLASS B: Automated Central Mix Concrete Plant; Backhoe Trac-Mtd, Rubber Tired); Backhoe (topside); Bitum. Spred. & Mixer, Blacktop Plant non-automated); Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant(NonAutomated) and All Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (Tractor Mounted); Front End Loader (under 4 c.y.); Grayco Epoxy Machine; Hoist (One Drum); Hoist 2 or 3 Drum (Topside); Kolman Plant Loader & Similar Type Loaders (if Employer requires another person to clean the screen or to maintain the equipment, he shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maint. Eng. (Topside); Grease Man; Welder; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Eng.; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Mach.; Shovel (Topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Winch and Winch Cat.

CLASS C: A Frame Truck; Ballast Regulator (ride-on); Compressors (4 under 2,000 cfm combined capacity; or 3 or less with more than 1200 cfm. but not to exceed 2,000 cfm); Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-4 of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill well; Elec Pump Used in Conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; ForkLift (under 15 ft); Grout Pump (over (5) cu. ft.; Gunit Machine; Hammers (hydraulic- self propel.); Hydra-Spiker-Ride on; Hydra-Blaster; Hydra Blaster (water); Motorized Form Carrier; Post Hole Digger & Post Driver; Power Sweep; Roller grade & fill); Scarifer (Ride on); Span-Saw (Ride-on); Submersible Electric Pump (when used in lieu of well point system); Tamper (Ride-on); Tie-Extractor, Tie Handler, Tie Inserter, Tie Spacer and Track Liner (Ride-on); Tractor (with towed accessories); Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors(3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors any size, but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-3 or less-any type or combination); Concrete Saw (self propelled); Fireman; Form Tamper; Hydraulic Pump (jacking system); Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broome towed; Power Heaterman; Revinius Widener; Shell Winder; Steam Cleaner and Tractor; Greaseman; Junior Engineer.

Per hour: 07/01/2015

Crane 1	\$ 44.56
Crane 2	43.56
Crane 3	42.56

Master Mechanic	42.75
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CLASS A	40.56
CLASS B	39.34
CLASS C	36.55
CLASS D	33.54

On hazardous waste work bid, on a state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus \$5.00 per hour. Fringe benefits will be paid at the contractual hourly wage.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 25.60
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OVERTIME PAY

See (B, B2, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1000) hours terms at the following percentages.

1st term	60% of Class B
2nd term	65% of Class B
3rd term	70% of Class B
4th term	75% of Class B

Supplemental Benefits per hour paid:

\$ 25.60

7-158-832TL.

Painter

05/01/2016

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Essex, Hamilton, Warren, Washington

WAGES

Per hour

	07/01/2015	05/01/2016 Additional	05/01/2017 Additional
Painter\Wallcover	\$ 28.00	\$ 1.40	\$ 1.40
Drywall Finishers	28.00	1.40	1.40
Spray Rate	28.00	1.40	1.40
Structural Steel*	29.00	1.40	1.40
Lead Abatement	29.00	1.40	1.40
Lead Abatement on structural Steel	30.00	1.40	1.40

(*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.

Bridge Painter

See Bridge Painter rates for the following work:

All Bridges and Tanks

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 12.21

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour

1000 hour terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th
45%	50%	60%	70%	80%	90%

Supplemental Benefits per hour worked

All terms \$ 12.21

1-466-Z2

Painter - Bridge & Structural Steel

05/01/2016

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour Worked:

STEEL:

Bridge Painting:	07/01/2015	10/01/2015
From May 1st to Nov. 15th -	\$ 48.00 + 5.63*	\$ 49.00 + 6.13*
From Nov. 16th to April 30th -	\$ 48.00 + 5.63*	\$ 49.00 + 6.13*

*Not subject to overtime and limited to first 40 hours

NOTE: All premium wages are to be calculated on \$48.00 or \$49.00 per hour only.

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

Power Tool/Spray is an additional \$6.00 per hour above hourly rate, whether straight time or overtime

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SUPPLEMENTAL BENEFITS

Per Hour Worked:

Journeyworker:	07/01/2015	10/01/2015
From May 1st to Nov. 15th -		
Hourly Rate up to 40 hours	\$ 28.95	\$ 29.95
Hourly Rate after 40 hours	7.50	7.50
From Nov. 16th to April 30th -		
Hourly Rate up to 50 hours	28.95	29.70
Hourly Rate after 50 hours	7.50	7.50

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(Wage per hour Worked):

Apprentices: (1) year terms	07/01/2015	10/01/2015
1st 90 days	\$ 21.45	\$ 22.05
1st year after 90 days	21.45	22.05
2nd year	32.18	33.08
3rd year	42.90	44.10

Supplemental Benefits per hour worked:

	07/01/2015	10/01/2015
1st 90 days	\$ 8.83	\$ 9.23
1st year after 90 days	11.58	11.98
2nd year	17.37	17.97
3rd year	23.16	23.96

8-DC-9/806/155-BrSS

Painter - Line Striping

05/01/2016

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2015
Striping-Machine Operator*	\$ 27.11
Linerman Thermoplastic	\$ 32.37

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2015
Journeyworker:

Striping-Machine operator \$ 14.18
Linerman Thermoplastic \$ 14.55

OVERTIME PAY

See (B, E, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

8-1456-LS

Painter - Metal Polisher

05/01/2016

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2015	06/01/2016	06/01/2017
Metal Polisher	\$ 28.07	\$ 28.88	\$ 29.73
Metal Polisher**	29.02	29.83	30.68
Metal Polisher***	31.57	32.38	33.23

**Note: Applies on New Construction & complete renovation

*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015	06/01/2016	06/01/2017
Journeyworker:			
All classification	\$ 9.12	\$ 9.26	\$ 9.41

OVERTIME PAY

See (B, E, E2, P, T) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2015	06/01/2016
1st year	\$ 11.75	\$ 11.75
2nd year	13.00	13.00
3rd year	15.75	15.75

Supplemental benefits:

Per hour paid:

1st year	\$ 6.26	\$ 6.26
2nd year	6.37	6.37
3rd year	6.51	6.51

8-8A/28A-MP

Plumber

05/01/2016

JOB DESCRIPTION Plumber

DISTRICT 1

ENTIRE COUNTIES

Essex, Franklin

PARTIAL COUNTIES

Hamilton: The Townships of Long Lake and Indian Lake

WAGES

Per hour

07/01/2015

05/01/2016

Additional

Plumber &

Steamfitter

\$ 35.00

\$2.00

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 17.85

+ 9.68*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 16, 23) on HOLIDAY PAGE

Note: Whenever a Holiday falls on a Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

REGISTERED APPRENTICES

Wages per hour

One year terms at the following percentage of Journeyman's wage

1st yr 50%

2nd yr 60%

3rd yr 70%

4th yr 80%

5th yr 90%

Supplemental Benefits per hour worked

1st yr \$ 15.85 + 4.84*

2nd yr 16.25 + 5.81*

3rd yr 16.65 + 6.78*

4th yr 17.05 + 7.74*

5th yr 17.45 + 8.71*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

1-773-SF

Roofer

05/01/2016

JOB DESCRIPTION Roofer

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour

07/01/2015

06/01/2016

06/01/2017

Additional

Additional

Roofer/Waterproofer

\$ 28.45

\$1.75

\$1.50

Asphalt Cold Process

28.95

Pitch & Asbestos

30.45

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 16.07

OVERTIME PAY

See (B, E*, Q) on OVERTIME PAGE.

* Saturday may be used as a make up day at straight time if employee misses 8 hrs or more during that week due to inclement weather.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

REGISTERED APPRENTICES

Wages per hour

(1/2) year terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional \$2.00 must be paid in wages.

1st yr 1st half	50%
1st yr 2nd half	58%
2nd yr 1st half	66%
2nd yr 2nd half	74%
3rd yr 1st half	82%
3rd yr 2nd half	90%

Supplemental Benefits per hour worked

1st yr 1st half	\$ 14.30
1st yr 2nd half	14.49
2nd yr 1st half	14.72
2nd yr 2nd half	14.92
3rd yr 1st half	15.20
3rd yr 2nd half	15.40

1-241

Sheetmetal Worker

05/01/2016

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour

07/01/2015

Sheetmetal Worker \$ 31.84

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 28.22

OVERTIME PAY

See (B,E*,Q,) on OVERTIME PAGE

* Time and one half 1st 8 hours on Saturday. Double the hourly rate all additional Saturday hours.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES

Wages per hour

6 Month Terms at the following rate:

1st term \$ 17.31

2nd term	18.76
3rd term	19.49
4th term	20.22
5th term	19.55
6th term	20.52
7th term	22.14
8th term	23.75
9th term	25.37
10th term	26.99

Supplemental Benefits per hour worked

1st term	\$ 17.22
2nd term	17.95
3rd term	18.21
4th term	18.46
5th term	23.41
6th term	23.79
7th term	24.43
8th term	25.05
9th term	25.69
10th term	26.33

1-83

Sprinkler Fitter

05/01/2016

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Washington, Wayne, Wyoming, Yates

WAGES

Per hour	07/01/2015
Sprinkler Fitter	\$ 31.66

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 21.02
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

For Apprentices HIRED PRIOR TO 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
50%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.15	\$ 8.15	\$ 15.12	\$ 15.12	\$21.02	\$21.02	\$21.02	\$21.02	\$21.02	\$21.02

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.56	\$ 8.60	\$ 15.37	\$ 15.41	\$ 15.96	\$ 16.00	\$ 16.05	\$ 16.09	\$ 16.14	\$ 16.18

For Apprentices HIRED ON OR AFTER 04/01/2013:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 7.90	\$ 7.90	\$ 15.12	\$ 15.12	\$ 15.37	\$ 15.37	\$ 15.37	\$ 15.37	\$ 15.37	\$ 15.37

1-669

Teamster - Building	05/01/2016
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JOB DESCRIPTION Teamster - Building

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, St. Lawrence

PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

WAGES

GROUP # 1: Fuel Trucks, Fork Lift (Warehouse & Storage Area Only), Bus, Warehouse, Yardman, Truck Helper, Pickups, Panel Truck, Flatbody Material Trucks (straight Jobs), Single axle Dump Trucks, Dumpsters, Material Checkers & Receivers, Greasers, Tiremen, Mechanic Helpers and Parts Chasers.

GROUP # 2: Tandems, Mechanics & Batch Trucks.

GROUP # 3: Semi Trailers, Low Boys, Asphalt Distributor Trucks, and Agitator Mixer Truck, Dump Crete Type Vehicles and 3 axle Dump trucks.

GROUP # 4: Asbestos Removal, Special earth moving Euclid type or similar off highway equip.(non self load.) Articulated and all-track dump trucks.

Wages per hour

07/01/2015

Building:

Group #1	\$ 20.59
Group #2	20.59
Group #3	20.69
Group #4	20.85

SUPPLEMENTAL BENEFITS

Per hour worked:

All groups \$ 21.66

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

7-687B

Teamster - Heavy&Highway	05/01/2016
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JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, St. Lawrence

PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boyston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

WAGES

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers. Fork Lift (storage & warehouse areas only) Tandems and Batch Trucks, Mechanics, Dispatcher. Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Truck.

GROUP 2: Specialized Earth Moving Equipment, Euclid type, or similar off-highway where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck. Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Per hour:

07/01/2015

Heavy/Highway:

Group #1 \$ 23.22

Group #2 23.44

Additional \$1.50 per hr for hazardous waste removal work on a City, County, and/or Federal Designated waste site and regulations require employee to use or wear respiratory protection. For work bid on or after April 1, 1982 there shall be a 12 month carryover of the negotiated rate in effect at the time of the bid.

SUPPLEMENTAL BENEFITS

Per hour worked:

All classes \$ 23.37

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

7-687

Welder

05/01/2016

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2015

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked
- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day



New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone:()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>

NYSDOL Bureau of Public Work Debarment List 04/18/2016

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4618 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715NEW YORK NY 10007	02/05/2013	02/05/2018
DOL	DOL	*****0996	A-1 CONSTRUCTION & RENOVATION INC		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC	*****4486	ABBEY PAINTING CORP		21107 28TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	*****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****7584	ADAM'S FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	02/15/2017
DOL	DOL		ADESUWA UWUIGBE		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****6367	ADVANCED METALS		387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****2538	AGG MASONRY INC		160 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL		ALBERT CASEY		43-28 54TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	DOL		ALEJANDRO MATOS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUEBROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL	*****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL	*****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	NYC		ANDERSON LOPEZ		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		ANDREW DIPPAUL		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	12/11/2012	12/11/2017
DOL	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL	*****7004	ANNEX CONTRACTING LTD		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL	*****7004	ANNEX GENERAL CONTRACTING INC		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020

NYSDOL Bureau of Public Work Debarment List 04/18/2016

Article 8

DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	DOL	*****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****3295	APOLLO PAINTING CORP		3 ALAN B SHEPART PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	*****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	*****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NY 07109	07/15/2015	07/15/2020
DOL	DOL	*****3953	ASCAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	NYC	*****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	*****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	DOL		BARBARA CASSIDY		7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****2294	BEDELL CONTRACTING CORP		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	*****6555	BROOKLYN WELDING CORP		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	*****6156	C & J LANDSCAPING & MAINTENANCE INC		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		CANTISANI HOLDING LLC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****1143	CARMODY BUILDING CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****3368	CARMODY CONCRETE CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		CARMODY CONTRACTING CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	*****6215	CARMODY CONTRACTING INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INDUSTRIES INC		442 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY MAINTENANCE CORP		105 KISCO AVENUE MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****0324	CARMODY MASONRY CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY"2" INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017

NYSDOL Bureau of Public Work Debarment List 04/18/2016

Article 8

DOL	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****1683	CATONE CONSTRUCTION COMPANY INC		294 ALPINE ROAD ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL		CATONE ENTERPRISES INC		225 DAKOTA STREET ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL	*****6745	CATSKILL FENCE INSTALLATIONS INC		5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****8530	CAZ CONTRACTING CORP		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****5556	CERTIFIED INSTALLERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****1416	CHEROMINO CONTROL GROUP LLC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	02/23/2017
DOL	DOL		CHRIS SAVOURY		44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL		CHRISTOF PREZBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****3360	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	NYC	*****2905	COLONIAL ROOFING COMPANY INC		247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC	*****3182	COLORTECH INC		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****2703	CONKLIN'S TECH- MECHANICAL INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****4175	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
DOL	DOL		CONSTANTINOS ZERVAS		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****5740	CORTLAND GLASS COMPANY INC		336 TOMPKINS STREET CORTLAND NY 13045	10/21/2010	07/15/2016
DOL	NYC	*****4468	CRAFT CONTRACTING GROUP INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****8507	CRAFT FENCE INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****0810	D & G PAINTING & DECORATING INC		53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL	*****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	NYC	*****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018

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DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL	*****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL	*****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC	*****8234	DEWATERS PLUMBING AND HEATING LLC		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL	*****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DOL		DIANE DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	*****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTI ON	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY		353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	*****8011	EOCA CLEANING CONTRACTORS INC		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC	*****8074	ECONOMY IRON WORKS INC		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVEWEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC	*****6260	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOPSTATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019

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DOL	DOL	*****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	DOL		ERIKA BARNETT		253 BEACH BREEZE LANE UNIT BARVERNE NY 11692	02/05/2013	02/05/2018
DOL	DOL		ESTEVEES & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVEES & FRAGA INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		EVELIO ELLEDIAS		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTI ON	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL	*****5867	FJM-FERRO INC		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL	*****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		FMS		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	*****8067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTIN G INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTI ON & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAYALBANY NY 12205	03/21/2014	03/21/2019

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DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GERALD A POLLOCK		336 TOMPKINS STREET CORTLAND NY 13045	06/29/2010	07/15/2016
DOL	DOL	*****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	*****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GRETCHEN SULLIVAN		P O BOX 130 CRETE IL 60417	11/10/2011	11/10/2016
DOL	DOL	*****7735	GRYF CONSTRUCTION INC		394 SPOTSWOOD-ENGLISH RD MONROE NJ 08831	08/08/2011	08/08/2016
DOL	DOL	*****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	DOL		GUS PAPASTEFANOU		C/O D & G PAINTING & DECO 53 LITTLE COLLABAR ROADMONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	NYC	*****0346	H N H CONTRACTORS CORP		4558 BROADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	NYC		HAMEEDUL HASAN		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	AG	*****9918	HARA ELECTRIC CORP		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL	*****5405	HARD LINE CONTRACTING INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL		HI-TECH CONTRACTING CORP		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL	DOL	*****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8426	IMPERIAL MASONRY RESTORATION INC		141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETS YRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	AG	*****0000	J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****7598	J M RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907 SOUTH HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****9368	J TECH CONSTRUCTION		PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN			09/24/2012	09/24/2017
DOL	DOL	*****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020

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DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8627	JAG I LLC		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2868	JAG INDUSTRIES INC		175 BROAD ST - SUITE 320 GLEN FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JAMES WALSH		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	01/28/2013	01/28/2018
DOL	DOL		JEFF P BRADLEY		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		JEROME LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	NYC		JERRY DEWATERS		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL		JOHN CATONE		C/O CATONE CONSTRUCTION 294 ALPINE ROADROCHESTER NY 14612	03/09/2012	03/09/2017
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	DOL		JOHN H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL	*****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL		JON E DEYOUNG		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****9368	JORGE I DELEON	J TECH CONSTRUCTI ON	PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		JORGE OUVINA		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		JORGE VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		JOSEPH CASUCCI		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018

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DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACE YONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL	*****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KEN DEEVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		KEVIN BABCOCK JR		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KEVIN M BABCOCK		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL		KRZYSZTOF PRXYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****6033	KUSNIR CONSTRUCTION		2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL	*****0526	LAGUARDIA CONSTRUCTION CORP		47-40 48TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	NYC	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL		LARRY DOMINGUEZ		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL		LAURA A. GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAVERN GLAVE		C/O RAW POWER ELECTRIC 3 PARK CIRCLE MIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	*****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	*****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTIN G CORP	114 PEART STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH ST BROOKLYN NY 11235	01/23/2013	01/23/2019
DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	NYC	*****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	AG	*****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	*****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020

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DOL	NYC	*****3141	MACKEY REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MARIA ESTEVES AKA MARIA MARTINS		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	*****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	NYC	*****4314	MASCON RESTORATION INC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	NYC	*****4314	MASCON RESTORATION LLC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	*****0845	MASONRY CONSTRUCTION INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3333	MASONRY INDUSTRIES INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****9857	MBL CONTRACTING CORPORATION		2620 ST RAYMOND AVENUE BRONX NY 10461	08/30/2011	08/30/2016
DOL	DOL	*****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018
DOL	DOL	*****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	*****9198	MICHAEL CZECHOWICZ	OCTAGON CO	37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROADNEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL	*****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTI ON	2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017

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DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****2690	MONDOL CONSTRUCTION INC		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	DOL		MORTON LEVITIN		3506 BAYFIELD BOULEVARD OCEANSIDE NY 11572	08/30/2011	08/30/2016
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		MUHAMMAD ZULFIQAR		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	NYC	*****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	DOL		NIKOLAS PSAREAS		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	*****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****9198	OCTAGON CO		37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		OKBY ELSAYED		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	NYC		OLIVER HOLGUIN		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	NYC	*****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019

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DOL	DOL	*****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREETMEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL	*****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	NYC		PETER LUSTIG		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****7914	PRECISION SITE DEVELOPMENT INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	*****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL	*****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		REGINALD WARREN		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	NYC	*****3461	RELIAANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7MNEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL	*****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT GUIDO		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREETTHORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		ROCMAR CONSTRUCTION CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****7083	ROCMAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020

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DOL	DOL		ROMEO WARREN		C/O RAW POWER ELECTR CORP 3 PARK PLACEMIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL		ROSEANNE CANTISANI		11 TATAMUCK ROAD POUND RIDGE NY 10576	05/04/2012	05/04/2017
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	NYC		SAEED HASAN		4558 BROADWAY #6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL	*****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC	*****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTI ON LLC	P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	*****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****3540	SEVEN STAR ELECTRICAL CONTRACTING CORP		23-24 STEINWAY STREET ASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		SEVEN STAR ELECTRICAL INC		C/O THEONI ATHANASIADIS 1023 COMMACK ROAD DIX HILLS NY 11746	06/27/2011	06/27/2016
DOL	NYC		SHAFIQU L ISLAM		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	*****0667	SNEEM CONSTRUCTION INC		43-22 42ND STREET SUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	02/23/2017
DOL	NYC	*****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****3539	SPOTLESS CONTRACTING	IMPACT INDUSTRIAL SERVICES INC	44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		STEPHEON SHELTON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		STEVEN SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUDET NY 10913	07/26/2012	11/19/2018
DOL	NYC	*****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL	*****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	*****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	*****9676	T D CONTRACTORS CORP	T D CONTRACTOR S INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018

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DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		TAMMY LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWTALANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	*****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
DOL	DOL	*****4293	THE J OUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		THE THORNE GROUP INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL	*****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		THEONI ATHANASIADIS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINCI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	*****2734	THREE FRIENDS CONSTRUCTION CORP		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC	*****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC		TIMOTHY O'SULLIVAN		C/O SNEEM CONSTRUCTION 4322 42ND STREETSONNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	NYC	*****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	*****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****8176	TOURO CONTRACTING CORP		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	DOL	*****6914	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSET DRIVE WALLKILL NY 12589	08/22/2014	08/22/2019
DOL	DOL		TRI-COUNTY RESTORATIONS INC		392 ROCK CUT ROAD WALDEN NY 12586	08/22/2014	08/22/2019
DOL	DOL	*****5213	TRIAD PAINTING CO INC		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL		TROY D CLARKE	ADVANCED METALS	387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	AG	*****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	*****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018

NYSDOL Bureau of Public Work Debarment List 04/18/2016

Article 8

DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	*****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	*****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020

ESSEX COUNTY PURCHASING
7551 COURT STREET – PO BOX 217
ELIZABETHTOWN, NY 12932

NON-BIDDER RESPONSE

Bid/RFP Name: _____

The Essex County Purchasing Department is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet specifications or Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance Requirements are too restricting.
- ☐ Bond requirements are too restricting.
- ☐ Specifications or Scope of Services not clearly understood or applicable (too vague, too rigid, etc.)
- ☐ Project not suited to firm,
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid.
- ☐ Other reasons; please state and define:

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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ESSEX COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: _____PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS A) FEIN # B) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number Email			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS			
A) NAME	TITLE	B) NAME	TITLE
C) NAME	TITLE	D) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKE A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), _____ YES _____ NO Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> _____ YES _____ NO b) An officer of any political party organization in Essex County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> _____ YES _____ NO			

16. WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL, OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:

- a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; _____ YES _____ NO
2. been disqualified for cause as a bidder on any permit, license, concession, franchise or lease;
3. entered into an agreement to a voluntary exclusion from bidding/contracting;
4. had a bid rejected on an Essex County contract for failure to comply with the MacBride Fair Employment Principles;
5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;
6. had a status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;
7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;
8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or
9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.
- b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? _____ YES _____ NO
- c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: _____ YES _____ NO
1. federal, state or local health laws, rules or regulations

17. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES¹ HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each items as "open" or "unsatisfied". _____ YES _____ NO

18. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:

- a) file returns or pay any applicable federal, state or city taxes?
Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability. _____ YES _____ NO
- b) file returns or pay New York State unemployment insurance?
Indicate the years the vendor failed to file/pay the insurance and the current status of the liability. _____ YES _____ NO
- c) Property Tax
Indicate the years the vendor failed to file. _____ YES _____ NO

19. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES¹ WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? _____ YES _____ NO

Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.

20. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT?

Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.

___ YES ___ NO

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:

- a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

___ YES ___ NO

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ESSEX COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # _____

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Essex in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Essex County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Essex County Purchasing Officer of any changes to the vendor's responses.

Name of Business: _____

Signature of Owner: _____

Printed Name of Signatory: _____

Title: _____

Address: _____ City, State, Zip: _____

Date: _____

Sworn before me this _____ day of

_____, 20____

Notary Public

CERTIFICATE OF AUTHORITY

I, _____
(Officer other than officer executing proposal documents)

certify that I am the _____ of the _____
(Title) (Name of Contractor)

_____ a corporation, duly organized and in good standing under the

(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that _____
(Person executing proposal documents)

who signed said agreement on behalf of the Contractor was, at the time of execution,
_____ of the Contractor; that said agreement was duly signed for
(Title of such person)

and in behalf of said Contractor by authority of its Board of Directors, thereunto duly authorized, and that
such authority is in full force and effect at the date hereof.

Signature Corporate Seal

STATE OF NEW YORK) SS.:
COUNTY OF ESSEX)

On this _____ day of _____, 20____, before me personally came _____
_____ to me known, and known to me to be the _____
(Title) of _____ the corporation described in
and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _____
_____ resides at _____, and that he is _____
_____ of said corporation and knows the corporate seal of the said corporation; that the
seal affixed to the above certificate is such corporate seal and that it was so affixed by order of the Board of
Directors of said corporation, and that he signed his name thereto by like order.

Notary Public County

CERTIFICATION OF EXPERIENCE

BIDDER: _____

I, _____ HEREBY CERTIFY THAT (COMPANY _____
_____ HAS PERFORMED THE FOLLOWING WORK WITHIN THE LAST
THREE YEARS **UNLESS SPECIFIED DIFFERENTLY IN THE SPECIFICATION:**

NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

NOTE: THIS FORM MUST BE EXECUTED BY YOUR
SURETY AND SUBMITTED WITH YOUR BID.

ESSEX COUNTY
BID SECURITY FORM #1

CONSENT OF SURETY

Issued to: _____
(Name of Bidder)

CONTRACT NUMBER _____

In consideration of the premises and of one dollar to it in hand paid by the County of Essex the receipt whereof is hereby acknowledged, the undersigned contents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the corporation, person or persons making the same, it will become bound as surety and guarantor for its faithful performance, and will execute it as party of the third part thereto when required to do so by the said County of Essex and if the said corporation, person or persons shall omit or refuse to execute such contract if so awarded, it will pay, on demand, to the said County of Essex , any difference between the sum bid by the corporation, person or persons and the sum which the said County may be obliged to pay the corporation, person or person to whom the contract may be afterwards awarded, the amount in each case to be determined by the bids for said contract.

In witness whereof, said Surety has set its seal and caused these presents to be signed by its duly authorized officers, this _____ day of _____, 20__

(SEAL)

BY: _____

TITLE: _____

NOTE: Attach necessary Power of Attorney, Notarial Acknowledgement of Signature and Surety's Financial Statement.

STATEMENT OF SURETY'S INTENT

To: _____

We have reviewed the Bid of _____

(Contractor)

of _____

(Address)

for _____

(Project)

Bids for which will be received on _____

(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by this Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest:

Surety's Authorized Signature(s)

Attach Power of Attorney

(Corporate seal if any. If no seal, write
"No Seal" across this place and sign.)

BID SECURITY

(ATTACHED HERE – CERTIFIED CHECK, CASH OR BID BOND)

BIDDER'S CHECKLIST

Each of the following forms must be executed and notarized if applicable:

VENDOR RESPONSIBILITY QUESTIONNAIRE	_____ [HAVE NOTARIZED]
CERTIFICATE OF AUTHORITY	_____
CERTIFICATION OF EXPERIENCE	_____
BID SECURITY FORM # 1	_____
STATEMENT OF SURETY'S INTENT	_____
PROPOSAL	_____
CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT	_____ [HAVE NOTARIZED]
NON-COLLUSIVE BIDDING CERTIFICATION	_____ [HAVE NOTARIZED]

PROPOSAL

BID OF _____
Name of Bidder

CONTRACT IDENTIFICATION: **Asbestos Removal at Essex County Fish Hatchery.**

THIS BID IS SUBMITTED TO: **Linda Wolf, CPA, Purchasing Agent, Essex County, 7551 Court Street – PO Box 217, Elizabethtown, NY 12932**

- 1.0 The undersigned Bidder proposes and agrees, if its Bid is accepted, to enter into an Agreement with Owner to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price indicated in this Bid and in accordance with the other Terms and Conditions of the Contract Documents.
- 2.0 Bidder accepts all of the Terms and Conditions of the Bid Documents. Bidder promises and agrees that this Bid will remain subject to acceptance for thirty days after the day of Bid Opening.
- 3.0 In submitting this Bid, Bidder represents that:

- 3.1 Bidder has examined copies of all of the Bidding Documents and of the following ADDENDA (receipt of all which is hereby acknowledged):

Date Received:

Addenda Number:

- 3.2 Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, Project Sites, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the Work.
- 3.3 Bidder has studied carefully all reports of physical conditions included with this Specification, and accepts that all measurements and technical data included herein are only estimates and Bidder has made investigations of its own as necessary and has based its Bid on those investigations.
- 3.4 Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies (in addition to or which pertain to the physical conditions at the Project Sites or otherwise may affect the cost, progress, performance, or furnishing of the Work) as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, or similar information or data are/or will be required by Bidder for such purposes.
- 3.5 Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the Terms and Conditions of the Contract Documents.
- 3.6 Bidder has given Owner written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Bidder.
- 3.7 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over

any other Bidder or over Owner.

4.0 Bidder will complete the Work as identified in the Specifications for the following prices:

<u>Asbestos Containing Material</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
Mobilization and Demobilization	1	ea		
Work area setup including decon and notification fees	1	ea		
Residence Building				
Black Mastic associated with door threshold	4	SF		
Black Waterproofing Tar associated with building foundation	700	SF		
Gray Putty associated with exterior electrical penetrations	1	SF		
Off-White Glazing associated with storm windows	4	SF		
Gray Pipe Thermal System Insulation (TSI)	120	LF		
Gray TSI Pipe Fittings	20	LF		
Garage Building				
White Glazing associated with exterior windows	10	SF		
White Furnace Gasket	1	SF		
Pole Barn Building				
White Glazing associated with stored windows	3	SF		
Old Building				
White Cementitious Board	5	SF		
White Glazing associated with exterior windows	12	SF		
Bathroom/Feed Room Building				
Brown with White Streaks 9" x 9" Floor Tile	120	SF		
Brown Vermiculite Blown-In Insulation associated with walls and ceilings	250	SF		

5.0 Bidder agrees that:

The Work shall be complete in _____ working days.

6.0 Bidder's Qualifications and other requirements as presented in the Specifications are attached to and made a condition of the Bid.

7.0 Progress Payments will be made on a percentage of completion basis monthly.

8.0 5% Retainage will be withheld until final approval of project(s).

Submitted On _____, 20____.

Bidder: _____

By: _____

Title: _____

Address: _____

Telephone: _____ Fax: _____

Social Security/Federal ID No: _____

Email: _____

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and says that he/she is the _____ of the _____ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this _____
day of _____, 20__

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION

1. By submission of this bid, the undersigned bidder and each person signing on behalf of such bidder certifies and in the case of a joint bid each party thereto certifies as to its own organization — UNDER PENALTY OF PERJURY, that to the best of the undersigned's knowledge and belief:

(a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

2. The undersigned acknowledges and agrees that a bid shall not be considered for award nor shall any award be made where any of the above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where one or more of the above has/have not been complied with, the bid shall not be considered for award nor shall any award be made unless the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

3. The undersigned also acknowledges and agrees that the fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1 above.

4. The undersigned further acknowledges and agrees that any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a bidder which is a corporation or a limited liability company for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in paragraph 1 of this certificate, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation or limited liability company.

Name of Bidder: _____
(print full legal name)

Date Signed: _____ Signature: _____

Name of Person Signing Certificate: _____
(print full legal name of signer)

Bidder is (check one): ☐ an individual, ☐ a limited liability partnership, ☐ a limited liability company,
☐ other entity (specify): _____

CONTRACTOR'S ACKNOWLEDGEMENT

(If Corporation)

STATE OF NEW YORK) SS:
COUNTY OF ESSEX)

On this _____ day of _____ 20____, before me personally came _____
_____ to me known, and known to me to be the _____
of the Corporation described in and which executed the within instrument, who being duly sworn did depose
and say that he, the said _____ reside at _____ and
that he is _____ of said corporation and knows the corporate seal of the said
corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by
order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

CONTRACTOR'S ACKNOWLEDGEMENT

(If Individual)

STATE OF NEW YORK) SS:
COUNTY OF ESSEX)

On this _____ day of _____ 20____, before me personally came
_____ to me known, and known to me to be the same
person described in and who executed the within instrument and he duly acknowledged to me that he executed
the same for the purpose herein mentioned and, if operating under and trade name, that the certificate required
by the New York State Penal Law, Sections 440 and 440-b has been filed with the County Clerk of Essex
County.

Notary Public

CONTRACTOR'S ACKNOWLEDGEMENT

(If Co-Partnership)

STATE OF NEW YORK) SS:
COUNTY OF ESSEX)

On this _____ day of _____ 20____, before me personally came
_____ to me known, and known to me to be a member of the firm of and
the person described in, and who executed the within instrument in behalf of said firm for the purposes herein
mentioned and that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been
filed with the County Clerk of Essex County.

Notary Public