

## 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 May 22, 2019 for Asbestos Abatement at the Essex County Agricultural Center Building.

The bids shall be opened publicly and read aloud on May 22, 2019 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: <https://www.co.essex.ny.us/bidders/publicbids.aspx>.

All bids submitted in response to this notice shall be marked "SEALED BID – ESSEX CO AG CENTER BUILDING ASBESTOS ABATEMENT" clearly on the outside of the envelope with the bidder's name and address.

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.

Dated: April 23, 2019

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 Wednesday, May 8, 2019 at 10:00 AM at the Building Site, 3 Sisco St, Westport, NY 12932. **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.

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.

Minority and Women-Owned Business Enterprises (M/WBE) businesses are strongly encouraged to participate in this state funded project. Essex County, the recipient of the DASNY funds, is an equal opportunity employer.

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.

The contract shall be completed within 75 days of Notice of Award.

Please address all questions, in writing, to: [lwolf@co.essex.ny.us](mailto:lwolf@co.essex.ny.us).

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

## **SPECIFICATIONS**

### **REMOVAL OF ASBESTOS CONTAINING MATERIALS AT THE ESSEX COUNTY AGRICULTURAL CENTER BUILDING**

It is the intent of Essex County to hire an asbestos abatement contractor to remove asbestos containing materials at the Essex County Agricultural Center Building (former Cornell Cooperative Extension) in Westport, NY. Please see attached Atlantic Testing Laboratories Report PL5765CE-01-09-18 for detailed information. Please note we do not require abatement for the Black Braided Wire Jacket (Painted White) throughout the building and the Silver Roof Coating on the North Porch Roof and Back Porch Roof.

Please see the attached PROCUREMENT CONTRACT GUIDELINES regarding DASNY.

The contractor shall be responsible for all required DOL submissions, site postings, constructing containment, removal of all ACM and proper disposal of all materials containing asbestos.

The Contractor shall preserve 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.

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.

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.

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.

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.

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.

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.

### Asbestos Project Notification Fee Waiver Request & Certification

The Contractor should include the preparation of the Asbestos Project Notification Fee Waiver Request & Certification (Notification) form for signature by both the contractor and County, and also assume that NYSDOL will grant the Notification Waiver and therefore the contractor will not include the \$4,000.00 Notification Fee within their bid. If NYSDOL does not grant the Notification, the county will pay the \$4,000.00 Notification Fee.

The work will be performed during County Hours (7:00AM-4:00PM).

A schedule will be established after execution of the contract for performing the work.





# ATLANTIC TESTING LABORATORIES

*WBE certified company*

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

September 6, 2018

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

Attn: Mr. Jim Dougan

Re: Limited Hazardous Materials Survey  
Cornell Cooperative Extension Building  
3 Sisco Street  
Westport, New York  
ATL Report No. PL5765CE-01-09-18

Ladies/Gentlemen:

Enclosed is a copy of the Limited 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. PL5998-112-02-18), dated February 14, 2018, and authorized by Daniel Palmer on May 8, 2018.

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  
Operation Manager

ATC/JDG/jdf

Enclosures

**LIMITED HAZARDOUS MATERIALS SURVEY**

**CORNELL COOPERATIVE EXTENSION BUILDING  
3 SISCO STREET  
WESTPORT, 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  
Essex County Department of Public Works Address  
City, State Zip**

**ATL REPORT NO. PL5765CE-01-09-18**

**September 6, 2018**

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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 designated areas within the Cornell Cooperative Extension Building. The limited survey was performed on July 31, 2018. The purpose of the limited hazardous materials survey was to identify asbestos-containing materials (ACM) and lead-based paint (LBP) 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 Jeremy D. Fessette, Environmental Technician; Brian J. Babcock, Environmental Specialist; and Arthur T. Cross II, Operations 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 at 3 Sisco Street, Westport, Essex County, New York.

The intent of the Limited Hazardous Materials survey was to identify suspect ACM and LCM that are located within designated areas of Cornell Cooperative Extension Building and may be impacted during a proposed renovation project.

The Limited Hazardous Materials survey was conducted for the subject areas, as directed by James 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 and LBP within the subject areas, potential ACM or LBP 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 or LBP. If any suspect ACM or LBP are encountered during demolition and/or renovation activities, the activities disturbing the suspect ACM or LBP 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. PL5998-112-02-18), dated February 14, 2018, 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 53 homogeneous areas of suspect ACM were identified during the visual examination, from which 115 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 D-I contained in Appendix D, provides a summary of the identified suspect ACM and associated analytical results.

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 D-I of Appendix D 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 D-I of Appendix D, 3 materials were determined to contain trace amounts of asbestos.

Other materials that were observed, but are not considered suspect ACM, include the following;

• Glass	• Nylon-Coated Wire Jacket
• Wood	• Metal
• Ceramic Tile	

## 4.0 LEAD-BASED PAINT

### 4.1 Methodology

A visual examination of the subject areas was conducted by a Lead Inspector to identify potential LCM. Functional spaces were identified as described in Section 3.1 of this report to assist locating suspect LCM. Potential LCM surfaces were classified into homogeneous areas. A homogeneous area is defined as similar paint color schemes, building components, and substrates the paint is applied on.

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 Heuresis Pb200i XRF Analyzer. This equipment provides instantaneous measurements for lead concentration in mg/cm<sup>2</sup>, and displays readings that are positive or negative indications for LCM. 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," LCM 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**

A total of 262 locations were tested using the XRF spectrometer. Approximate sample locations are depicted on the Sample Location Plan/Plans, contained in Appendix B. A summary of the XRF results and calibration checks are provided in Appendix E. The XRF results provided in Table E-I of Appendix E represent painted surfaces that were determined to be LCM, per HUD criteria. Table E-II of Appendix E identifies painted surfaces that contain detectable concentrations of lead, but are not considered LCM, as compared to HUD criteria. Painted surfaces that did not contain lead at a concentration above the method detection limits are summarized in Table E-III of Appendix E. Calibration checks for the XRF spectrometer are provided in Table E-IV of Appendix E.

### **5.0 CONCLUSIONS AND RECOMMENDATIONS**

The following conclusions and recommendations are prepared from ATL's understanding that the subject building 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 hazardous materials containing items.

## **5.1 General**

1. Concealed regulated hazardous materials 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 hazardous materials. If any suspect hazardous materials or hazardous materials-containing items are encountered during renovation activities, the activities disturbing the suspect material must stop and the material must be sampled and laboratory analyzed or otherwise managed pursuant to in accordance with applicable regulations.

## **5.2 Asbestos-Containing Materials**

1. The materials listed in bold in Table D-I of Appendix D were determined or assumed 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.

## **5.3 Lead-Containing Materials**

1. The materials listed in Table E-I of Appendix E were determined to be LCM per HUD criteria. Table E-II of Appendix E lists materials that are not considered LCM per HUD criteria, but contain detectable concentrations of lead and are regulated under OSHA.
2. Identified LCM 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  $30 \mu\text{g}/\text{m}^3$ .



**APPENDIX A**  
**LICENSES AND CERTIFICATIONS**

## **Asbestos Certificate Code Classifications**

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

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

NEW YORK STATE DEPARTMENT OF HEALTH  
WADSWORTH CENTER



Expires 12:01 AM April 01, 2019  
Issued April 01, 2018

**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.: 57809

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.



**SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005**

**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 -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of 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.

A handwritten signature in black ink, appearing to read "David S. Laman".

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: 10/06/2017

EXPIRATION DATE: 10/31/2018

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



**BRIAN J. BABCOCK**  
CLASS(EXPIRES)  
C ATEC(09/18) D INSP(09/18)  
H PM (09/18)

CERT# 07403982  
ISSUE 10/01/2018

**MUST BE CARRIED ON ASBESTOS PROJECTS**

ISSUED BY: 01/01/2018

**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. **788723**

**I—To be completed by Trainee**

Name of Trainee (print) <b>Brian Barcock</b>	NYS Dept. of Motor Vehicles ID (DMV ID) <sup>1</sup> <b>162 012 578</b>	
Signature of Trainee <i>[Signature]</i>	Telephone Number <b>315 262 4197</b>	Date of Birth <sup>1</sup> <b>09/22/107</b>
Address <b>21201 Weaver Rd</b>		
(Street or PO Box)	(City) <b>WATERTOWN</b>	(State) <b>NY</b> (Zip Code) <b>13601</b>

**II—To be completed by Training Sponsor**

Provider's Name <b>Cornerstone Training Institute</b>	Telephone Number <b>585 319 3625</b>
Address <b>460 State Street, 2nd Floor</b>	Course <b>466 State St</b>
Zip Code <b>Rochester, NY 14608</b>	Location: <b>Rochester NY 14608</b>

Course Title: Project Monitor  Initial  Refresher  DOH Equivalency<sup>2</sup>

Training Language:  English  Other: \_\_\_\_\_ Exam Grade/Date: **92% 8/4/17**

Dates of Training: From: **8/4/17** To: **8/4/17** Expires: **8/4/18**

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<sup>2</sup>: Brian Hutton (Print) [Signature] (Signature) **STUDENT**

DOH-2832 (10/03)

<sup>1</sup> Optional Information

<sup>2</sup> DOH Equivalency signed by NYS DOH representative only

**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. **788716**

**I—To be completed by Trainee**

Name of Trainee (print) <b>Brian Barcock</b>	NYS Dept. of Motor Vehicles ID (DMV ID) <sup>1</sup> <b>162 012 578</b>	
Signature of Trainee <i>[Signature]</i>	Telephone Number <b>315 262 4197</b>	Date of Birth <sup>1</sup> <b>09/22/17</b>
Address <b>21201 Weaver Rd WATERTOWN NY 13601</b>		
(Street or PO Box)	(City)	(State) (Zip Code)

**II—To be completed by Training Sponsor**

Provider's Name <b>Cornerstone Training Institute</b>	Telephone Number <b>585 319 3625</b>
Address <b>460 State Street, 2nd Floor</b>	Course <b>466 State St</b>
Zip Code <b>Rochester, NY 14608</b>	Location: <b>Rochester NY 14608</b>

Course Title: INSPECTOR  Initial  Refresher  DOH Equivalency<sup>2</sup>

Training Language:  English  Other: \_\_\_\_\_ Exam Grade/Date: **92% 8/5/17**

Dates of Training: From: **8/3/17** To: **8/3/17** Expires: **8/3/18**

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<sup>2</sup>: Brian Hutton (Print) [Signature] (Signature) **STUDENT**

STATE OF NEW YORK - DEPARTMENT OF LABOR  
ASBESTOS CERTIFICATE



**JEREMY D. FESETTE**  
CLASS(EXPIRES)  
C ATEC(06/18) D INSP(06/18)  
H PM (06/18)

CERT# 12488100  
DMV# 702323804

**MUST BE CARRIED ON ASBESTOS PROJECTS**

10/10/11 11:00:00 AM

**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. **795517**

I--To be completed by Trainee		
Name of Trainee (print) <i>Jeremy D. Fesette</i>	NYS Dept. of Motor Vehicles ID (DMV ID) <sup>1</sup> <i>702323804</i>	
Signature of Trainee <i>[Signature]</i>	Telephone Number <i>315-438-0451</i>	Date of Birth <sup>1</sup> <i>06/18/1980</i>
Address <i>104 East 25th Street, 8th Floor Albany, NY 12206</i>		
(Street or PO Box)	(City)	(State) (Zip Code)

II--To be completed by Training Sponsor		
Provider's Name <b>ATC GROUP SERVICES LLC, 104 EAST 25TH STREET, 8TH FLOOR NYC, NY 10010</b>	Telephone Number <b>212-353-8280</b>	ATC <b>10 Corbin Ave., Ste. 106 Albany, NY 12206 P. 518.438.0451</b>
Address	Course	
Zip Code	Expiration:	

Course Title: *Asbestos Refresher*  Initial  Refresher  NYS DOH use only  
DOH Equivalency<sup>2</sup>

Training Language:  English  Other: \_\_\_\_\_ Exam Grade/Date: *100%*

Dates of Training: From: *1/1/11* To: *1/1/11* Expires: *1/1/11*

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<sup>2</sup>: *[Signature]* (Print) *[Signature]* (Signature) **STUDENT**





# United States Environmental Protection Agency

This is to certify that

Atlantic Testing Laboratories, Limited

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

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires April 21, 2019

LBP-8962-1

Certification #

April 07, 2016

Issued On



Handwritten signature of Michelle Price in black ink.

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

# United States Environmental Protection Agency

This is to certify that

Brian J Babcock

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:

Risk Assessor

## In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires January 11, 2021

LBP-R-88559-1

Certification #

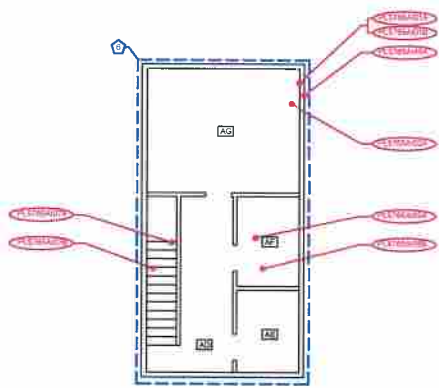
December 27, 2017

Issued On

  
John Gorman, Chief

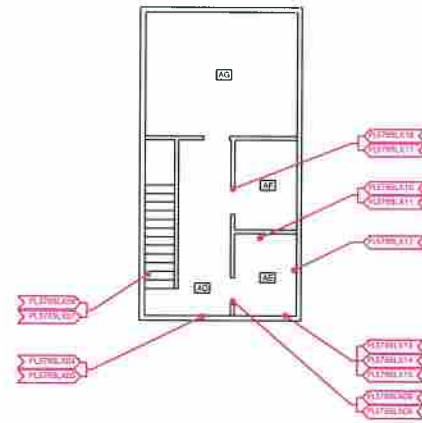
Pesticides & Toxic Substances Branch

**APPENDIX B**  
**SAMPLE LOCATION PLANS**



**Basement ACM Sample Location Plan**  
Scale: NTS

Side B



**Basement XRF Sample Location Plan**  
Scale: NTS

Side D

**LEGEND:**

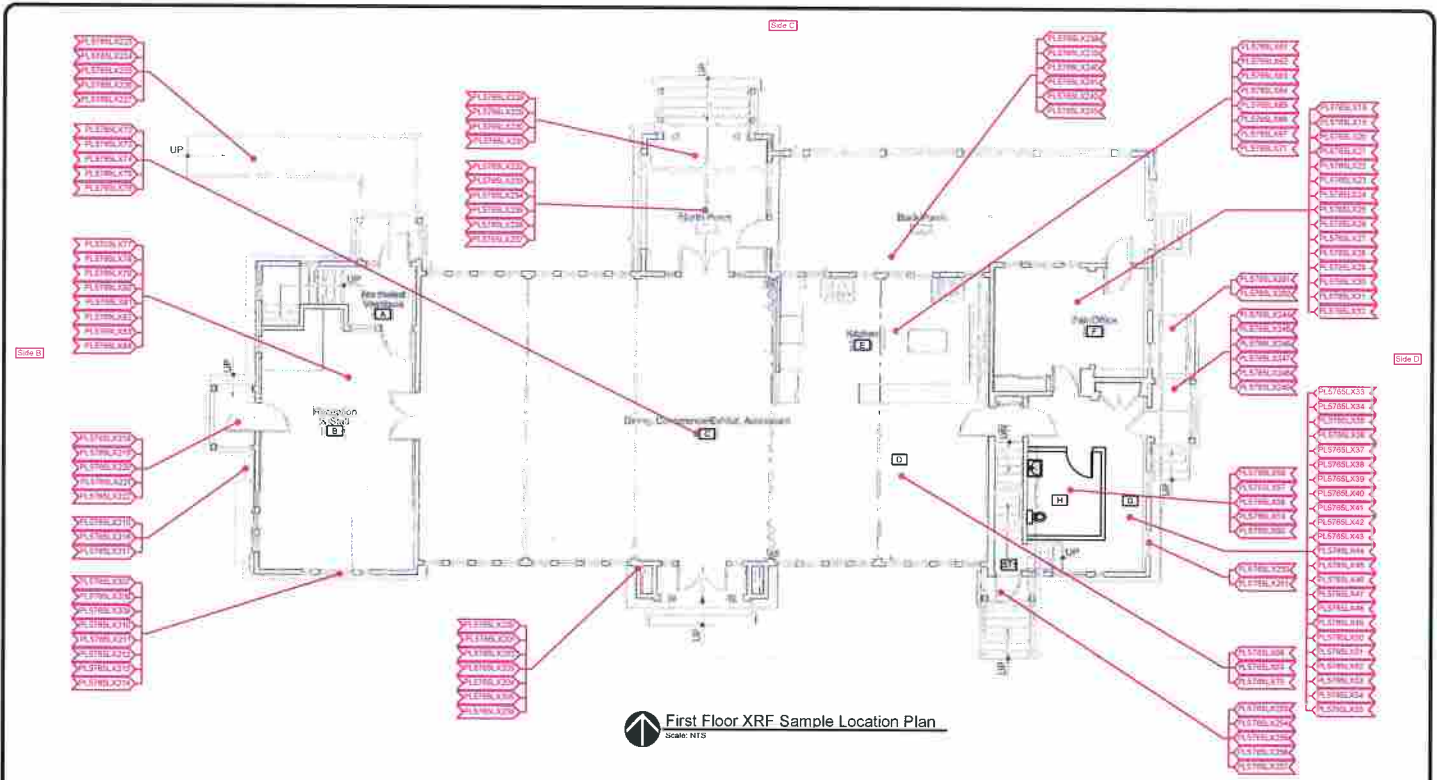
- AG ATL Room Designation for Labeling Purposes
- PL5765A1D7 Suspect Asbestos Sample ID and Approximate Location
- PL5765L1D1 Suspect Lead Based XRF Sample ID and Approximate Location
- Side A Side Designation for XRF Sampling

**ASBESTOS KEY NOTES:**  
⬢ Black Braided Wire Jacket

Side A

SAMPLE LOCATION PLAN		Drawn By:	Drawing:	Scale:	Project No.:	Date:
		JDF	1 of 5	As Noted	PL5765	September 2018
Cornell Cooperative Extension Building 3 Sisco Street Westport, New York		 <b>ATLANTIC TESTING LABORATORIES, Limited</b> <small>Albany, NY   Binghamton, NY   Canton, NY   Elmhurst, NY   Farmingdale, NY              Fittsburgh, NY   Rochester, NY   Syracuse, NY   Utica, NY   Westfield, NY</small>				





**First Floor XRF Sample Location Plan**  
Scale: NTS

**LEGEND:**

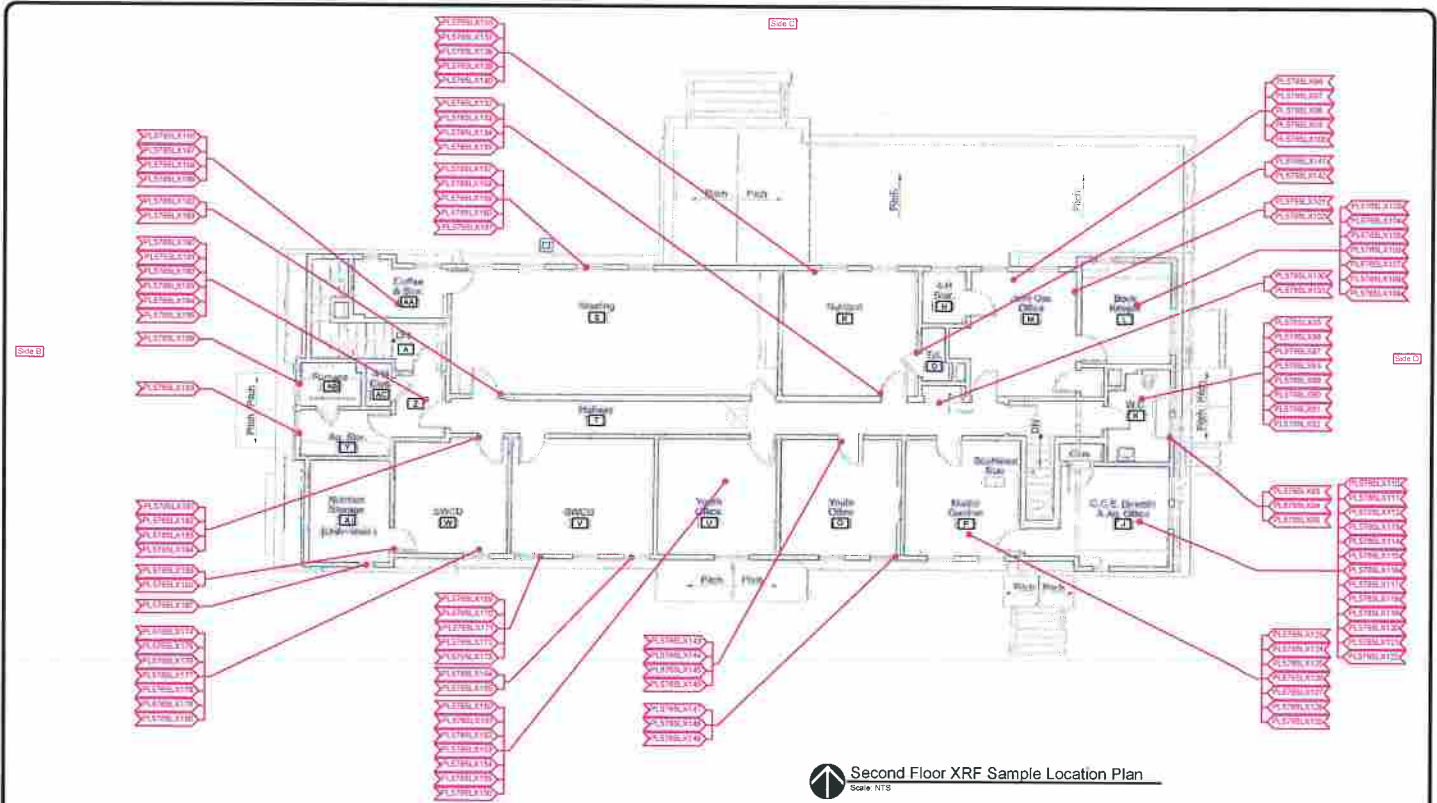
- A ATL Room Designation for Labeling Purposes
- PL5765.X01 Suspect Lead-Based XRF Sample ID and Approximate Location
- Side A Side Designation for XRF Sampling

<b>SAMPLE LOCATION PLAN</b>		Drawn By: JDF	Drawing: 3 of 5	Scale: As Noted	Project No.: PL5765	Date: September 2018
Cornell Cooperative Extension Building 3 Sisco Street Westport, New York		<b>ATLANTIC TESTING LABORATORIES, Limited</b> Albany, NY    Binghamton, NY    Corning, NY    Elmira, NY    Poughkeepsie, NY Plattsburgh, NY    Rochester, NY    Syracuse, NY    Utica, NY    Westport, NY <small>an AT&amp;T Company</small> <a href="http://www.AtlanticTesting.com">www.AtlanticTesting.com</a>				









**Second Floor XRF Sample Location Plan**  
Scale: NTS

**LEGEND:**

- A ATL Room Designation for Labeling Purposes
- PL5785.X01 Suspect Lead-based XRF Sample ID and Approximate Location
- Side A Side Designation for XRF Sampling

SAMPLE LOCATION PLAN		Drawn By:	Drawing:	Scale:	Project No.:	Date:
		JDF	5 of 5	As Noted	PL5765	September 2018
Cornell Cooperative Extension Building 3 Sisco Street Westport, New York		<b>ATLANTIC TESTING LABORATORIES, Limited</b> <small>Albany, NY    Binghamton, NY    Canaan, NY    Elmira, NY    Poughkeepsie, NY  Pittsburgh, NY    Rochester, NY    Syracuse, NY    Utica, NY    Watertown, NY</small> <small>© 2018 Atlantic Testing Laboratories, Limited    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** 08/01/18      **AmeriSci Job #** 218081075  
**Date Examined** 08/03/18      **P.O. #** 20170 - 20058  
**ELAP #** 11480      **Page** 1 of 19  
**RE:** PL5765; Cornell Co-op; Westport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5765AI01A 01	218081075-01 Location: Basement AG - White Window Caulk	No	NAD <sup>1</sup> (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> White, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 13.9 %			
PL5765AI01B 01	218081075-02 Location: Rm. AG - White Window Caulk	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> White, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 25.7 %			
PL5765AI02A 02	218081075-03 Location: Rm. AG - White 2 x 4 Pinhole Fissured Ceiling Tile	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Grey, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 40.6 %			
PL5765AI02B 02	218081075-04 Location: Rm. F - White 2 x 4 Pinhole Fissured Ceiling Tile	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Grey, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 40.4 %			
PL5765AI03A 04	218081075-05 Location: Rm. Y - White Gypsum Board	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Grey/Brown, Heterogeneous, Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Cellulose 10 %, Fibrous glass Trace, Non-fibrous 90 %			

See Reporting notes on last page

Client Name: Atlantic Testing Laboratories, Limited

**PLM Bulk Asbestos Report**

PL5765; Cornell Co-op; Westport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5765AI03B 03	218081075-06 Location: Rm. Y - White Gypsum Board	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Grey/Brown, Heterogeneous, Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Cellulose 10 %, Fibrous glass Trace, Non-fibrous 90 %			
PL5765AI04A 04	218081075-07 Location: Rm. Y - White Joint Compound	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Brown, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 100 %			
PL5765AI04B 04	218081075-08 Location: Rm. Y - White Joint Compound	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> White, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 100 %			
PL5765AI05A 05	218081075-09 Location: Rm. AF - Gray Fiberboard Clg.	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Brown/Grey, Homogeneous, Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Cellulose 90 %, Non-fibrous 10 %			
PL5765AI05B 05	218081075-10 Location: Rm. AF - Gray Fiberboard Clg.	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Brown/Grey, Homogeneous, Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Cellulose 90 %, Non-fibrous 10 %			
PL5765AI07A 07	218081075-11 Location: Rm. AD - Black Stair Tread	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 5.9 %			

Client Name: Atlantic Testing Laboratories, Limited

**PLM Bulk Asbestos Report**

PL5765; Cornell Co-op; Westport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5765AI07B 07	218081075-12 Location: Rm. AD - Black Stair Tread	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 4.6 %			
PL5765AI08A 08	218081075-13 Location: Rm. F - White 2 x 4 Tegular Clg. Tiles	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Grey, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 48.7 %			
PL5765AI08B 08	218081075-14 Location: Rm. F - White 2 x 4 Tegular Clg. Tiles	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Grey, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 44.4 %			
PL5765AI09A 09	218081075-15 Location: Rm. F - Cream & Tan Swirl Linoleum	Yes	Trace (<0.25 % pc) <sup>2</sup> (EPA 400 PC) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Cream, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b> Chrysotile <0.25 % pc			
<b>Other Material:</b> Non-fibrous 2.7 %			
PL5765AI09B 09	218081075-16 Location: Rm. F - Cream & Tan Swirl Linoleum	Yes	Trace (<0.25 % pc) <sup>2</sup> (EPA 400 PC) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Cream, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b> Chrysotile <0.25 % pc			
<b>Other Material:</b> Non-fibrous 1.3 %			
PL5765AI10A 10	218081075-17 Location: Rm. F - Linoleum Adhesive	Yes	8.5 % (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Yellow/White, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b> Chrysotile 8.5 %			
<b>Other Material:</b> Non-fibrous 53.2 %			

See Reporting notes on last page

Client Name: Atlantic Testing Laboratories, Limited

# PLM Bulk Asbestos Report

PL5765; Cornell Co-op; Westport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5765AI10B 10	218081075-18 Location: Rm. F - Linoleum Adhesive		NA/PS
<p><b>Analyst Description:</b> Bulk Material  <b>Asbestos Types:</b>  <b>Other Material:</b></p>			
PL5765AI11A 11	218081075-19 Location: Rm. F - Wall - Tan Skim Coat Plaster	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<p><b>Analyst Description:</b> OffWhite, Homogeneous, Non-Fibrous, Bulk Material  <b>Asbestos Types:</b>  <b>Other Material:</b> Non-fibrous 100 %</p>			
PL5765AI11B 11	218081075-20 Location: Rm. G - Wall - Tan Skim Coat Plaster	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<p><b>Analyst Description:</b> OffWhite, Homogeneous, Non-Fibrous, Bulk Material  <b>Asbestos Types:</b>  <b>Other Material:</b> Non-fibrous 100 %</p>			
PL5765AI11C 11	218081075-21 Location: Rm. G - Wall - Tan Skim Coat Plaster	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<p><b>Analyst Description:</b> OffWhite, Homogeneous, Non-Fibrous, Bulk Material  <b>Asbestos Types:</b>  <b>Other Material:</b> Non-fibrous 100 %</p>			
PL5765AI12A 12	218081075-22 Location: Rm. F - Wall - Gray Base Coat Plaster	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<p><b>Analyst Description:</b> Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material  <b>Asbestos Types:</b>  <b>Other Material:</b> Cellulose Trace, Non-fibrous 100 %</p>			
PL5765AI12B 12	218081075-23 Location: Rm. G - Wall - Gray Base Coat Plaster	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<p><b>Analyst Description:</b> Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material  <b>Asbestos Types:</b>  <b>Other Material:</b> Cellulose Trace, Non-fibrous 100 %</p>			

Client Name: Atlantic Testing Laboratories, Limited

**PLM Bulk Asbestos Report**

PL5765; Cornell Co-op; Westport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5765AI12C 12	218081075-24 Location: Rm. G - Wall - Gray Base Coat Plaster	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Cellulose Trace, Non-fibrous 100 %			
PL5765AI13A 13	218081075-25 Location: Rm. H - Blue 12 x 12 FT	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Grey, Heterogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 6.2 %			
PL5765AI13B 13	218081075-26 Location: Rm. H - Blue 12 x 12 FT	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Grey, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 4.6 %			
PL5765AI14A 14	218081075-27 Location: Rm. H - Yellow Mastic Assoc. W/ 13 "Insufficient Material Submitted For Preparation"		NA
<b>Analyst Description:</b> Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b>			
PL5765AI14B 14	218081075-28 Location: Rm. H - Yellow Mastic Assoc. W/ 13	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Yellow, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 23.9 %			
PL5765AI15A 15	218081075-29 Location: Rm. H - Gray (Slate) 4" Cove Base	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Grey, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 0.6 %			

See Reporting notes on last page

Client Name: Atlantic Testing Laboratories, Limited

**PLM Bulk Asbestos Report**

PL5765; Cornell Co-op; Westport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5765AI15B 15	218081075-30 Location: Rm. H - Gray (Slate) 4" Cove Base	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Grey, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 0.7 %			
PL5765AI16A 16	218081075-31 Location: Rm. H - Yellow Adhesive Assoc. W/ 15	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Yellow, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 42.3 %			
PL5765AI16B 16	218081075-32 Location: Rm. H - Yellow Adhesive Assoc. W/ 15	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Yellow, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 42.3 %			
PL5765AI17A 17	218081075-33 Location: Rm. H - Yellow Wall Panel Adhesive	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Yellow, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 20 %			
PL5765AI17B 17	218081075-34 Location: Rm. H - Yellow Wall Panel Adhesive	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Yellow, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 20.3 %			
PL5765AI18A 18	218081075-35 Location: Rm. G - Black Felt Paper Roll	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 1.5 %			



**PLM Bulk Asbestos Report**

PL5765; Cornell Co-op; Westport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5765AI18B 18	218081075-36 Location: Rm. G - Black Felt Paper Roll	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 1.6 %			
PL5765AI19A 19	218081075-37 Location: Rm. F - Ceiling - Gray Top Coat Plaster	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> OffWhite, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 100 %			
PL5765AI19B 19	218081075-38 Location: Rm. G - Ceiling - Gray Top Coat Plaster	Yes	Trace (<0.25 % pc) (EPA 400 PC) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> OffWhite/Tan, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b> Chrysotile <0.25 % pc			
<b>Other Material:</b> Non-fibrous 100 %			
PL5765AI19C 19	218081075-39 Location: Rm. H - Ceiling - Gray Top Coat Plaster	Yes	Trace (<0.25 % pc) (EPA 400 PC) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> OffWhite/Tan, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b> Chrysotile <0.25 % pc			
<b>Other Material:</b> Non-fibrous 100 %			
PL5765AI20A 20	218081075-40 Location: Rm. F - Ceiling - Gray Base Coat Plaster	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Cellulose 2 %, Non-fibrous 98 %			
PL5765AI20B 20	218081075-41 Location: Rm. G - Ceiling - Gray Base Coat Plaster	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Cellulose 2 %, Non-fibrous 98 %			

Client Name: Atlantic Testing Laboratories, Limited

**PLM Bulk Asbestos Report**

PL5765; Cornell Co-op; Westport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5765AI20C 20	218081075-42 Location: Rm. H - Ceiling - Gray Base Coat Plaster	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Cellulose 2 %, Non-fibrous 98 %			
PL5765AI21A 21	218081075-43 Location: Rm. K - White Textured Clg.	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> White, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 100 %			
PL5765AI21B 21	218081075-44 Location: Rm. K - White Textured Clg.	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> White, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 100 %			
PL5765AI21C 21	218081075-45 Location: Rm. T - White Textured Clg.	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> White, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 100 %			
PL5765AI21D 21	218081075-46 Location: Rm. S - White Textured Clg.	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> White, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 100 %			
PL5765AI21E 21	218081075-47 Location: Rm. S - White Textured Clg.	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> White, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 100 %			

See Reporting notes on last page

Client Name: Atlantic Testing Laboratories, Limited

**PLM Bulk Asbestos Report**

PL5765; Cornell Co-op; Westport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5765AI21F 21	218081075-48 Location: Rm. T - White Textured Clg.	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> White, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 100 %			
PL5765AI21G 21	218081075-49 Location: Rm. Z - White Textured Clg.	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> White, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 100 %			
PL5765AI22A 22	218081075-50 Location: Rm. T - Off-White Textured Wallpaper	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> OffWhite, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 3.4 %			
PL5765AI22B 22	218081075-51 Location: Rm. ST1 - Off-White Textured Wallpaper "Insufficient Material Submitted For Preparation"		NA
<b>Analyst Description:</b> Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b>			
PL5765AI23A 23	218081075-52 Location: Rm. S - Carpet Adhesive (Blue Carpet)	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Yellow, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 21.9 %			
PL5765AI23B 23	218081075-53 Location: Rm. T - Yellow Adhesive Assoc. W/ Blue Carpet	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Yellow, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 34.3 %			

See Reporting notes on last page

Client Name: Atlantic Testing Laboratories, Limited

**PLM Bulk Asbestos Report**

PL5765; Cornell Co-op; Westport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5765A124A 24	218081075-54 Location: Rm. ST1 - Brown Stair Tread	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Brown, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 52.8 %			
PL5765A124B 24	218081075-55 Location: Rm. A - Brown Stair Tread	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Brown, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 55.8 %			
PL5765A125A 25	218081075-56 Location: Rm. ST1 - Yellow Adhesive Assoc. W/ 24	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Tan, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 49.1 %			
PL5765A125B 25	218081075-57 Location: Rm. A - Yellow Adhesive Assoc. W/ 24	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Tan, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 49.5 %			
PL5765A126A 26	218081075-58 Location: Rm. G - Tan / White Pebbled Linoleum	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> White, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 10.3 %			
PL5765A126B 26	218081075-59 Location: Rm. G - Tan / White Pebbled Linoleum	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> White, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 7.2 %			

Client Name: Atlantic Testing Laboratories, Limited

**PLM Bulk Asbestos Report**

PL5765; Cornell Co-op; Westport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5765AI27A 27	218081075-60 Location: Rm. G - Black Felt Underlayment Assoc. W/ 26	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 0.7 %			
PL5765AI27B 27	218081075-61 Location: Rm. G - Black Felt Underlayment Assoc. W/ 26	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 0.7 %			
PL5765AI28A 28	218081075-62 Location: Rm. D - Yellow Mastic Assoc. W/ Brown Carpet	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Yellow, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 24.7 %			
PL5765AI28B 28	218081075-63 Location: Rm. C - Yellow Mastic Assoc. W/ Brown Carpet	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Yellow, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 29.4 %			
PL5765AI29A 29	218081075-64 Location: Rm. E - White Formica Countertop	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> White, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 5.9 %			
PL5765AI29B 29	218081075-65 Location: Rm. E - White Formica Countertop	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> White, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 2.6 %			

See Reporting notes on last page

Client Name: Atlantic Testing Laboratories, Limited

**PLM Bulk Asbestos Report**

PL5765; Cornell Co-op; Westport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5765AI31A 31	218081075-66 Location: Rm. E - Red 12 x 12 FT	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Red, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 0.8 %			
PL5765AI31B 31	218081075-67 Location: Rm. E - Red 12 x 12 FT	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Red, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 5.1 %			
PL5765AI32A 32	218081075-68 Location: Rm. E - Yellow FT Adhesive	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Yellow, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 16.5 %			
PL5765AI32B 32	218081075-69 Location: Rm. E - Yellow FT Adhesive	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Yellow, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 19.1 %			
PL5765AI33A 33	218081075-70 Location: Rm. E - Pink Sink Undercoat	Yes	5.8 % (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Pink, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b> Chrysotile 5.8 %			
<b>Other Material:</b> Non-fibrous 40.7 %			
PL5765AI33B 33	218081075-71 Location: Rm. E - Pink Sink Undercoat		NA/PS
<b>Analyst Description:</b> Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b>			

# PLM Bulk Asbestos Report

PL5765; Cornell Co-op; Westport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5765AI34A 34	218081075-72 Location: Rm. E - Yellow Panel Adhesive "Insufficient Material Submitted For Preparation"		NA
<b>Analyst Description:</b> Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b>			
PL5765AI34B 34	218081075-73 Location: Rm. E - Yellow Panel Adhesive	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Yellow, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 25.2 %			
PL5765AI35A 35	218081075-74 Location: Rm. C / E - Acoustical Divider (Vinyl Layer)	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Tan, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 1.8 %			
PL5765AI35B 35	218081075-75 Location: Rm. C / E - Acoustical Divider (Vinyl Layer)	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Tan, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 0.9 %			
PL5765AI36A 36	218081075-76 Location: Rm. C / E - Acoustical Divider (Cloth Layer)	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Olive, Homogeneous, Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Synthetic fibers 80 %, Non-fibrous 20 %			
PL5765AI36B 36	218081075-77 Location: Rm. C / E - Acoustical Divider (Cloth Layer)	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Olive, Homogeneous, Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Synthetic fibers 80 %, Non-fibrous 20 %			

Client Name: Atlantic Testing Laboratories, Limited

**PLM Bulk Asbestos Report**

PL5765; Cornell Co-op; Westport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5765AI37A 37	218081075-78 Location: Rm. C / E - Acoustical Divider (Insulation Layer)	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Grey, Homogeneous, Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Fibrous glass 90 %, Non-fibrous 10 %			
PL5765AI37B 37	218081075-79 Location: Rm. C / E - Acoustical Divider (Insulation Layer)	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Grey, Homogeneous, Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Fibrous glass 90 %, Non-fibrous 10 %			
PL5765AI38A 38	218081075-80 Location: Rm. A - Carpet Adhesive (Red Carpet)	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Yellow/Tan, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 36.2 %			
PL5765AI38B 38	218081075-81 Location: Rm. B - Carpet Adhesive	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Yellow/Tan, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 35.2 %			
PL5765AI39A 39	218081075-82 Location: Rm. K - Cobblestone Pattern Linoleum	Yes	3.5 % (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Grey, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b> Chrysotile 3.5 %			
<b>Other Material:</b> Non-fibrous 15.1 %			
PL5765AI39B 39	218081075-83 Location: Rm. K - Cobblestone Pattern Linoleum		NA/PS
<b>Analyst Description:</b> Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b>			



Client Name: Atlantic Testing Laboratories, Limited

# PLM Bulk Asbestos Report

PL5765; Cornell Co-op; Westport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5765AI40A 40	218081075-84 Location: Rm. K - Linoleum Adhesive	Yes	8.6 % (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Tan, Heterogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> Chrysotile 8.6 % <b>Other Material:</b> Non-fibrous 45.2 %			
PL5765AI40B 40	218081075-85 Location: Rm. K - Linoleum Adhesive		NA/PS
<b>Analyst Description:</b> Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b>			
PL5765AI41A 41	218081075-86 Location: Rm. X - Paper Backing On FG Batts	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Black/Brown, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 0.7 %			
PL5765AI41B 41	218081075-87 Location: Rm. X - Paper Insulation Backing	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Black/Brown, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 0.8 %			
PL5765AI41C 41	218081075-88 Location: Rm. X - Paper Insulation Backing	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Black/Brown, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 1.5 %			
PL5765AI42A 42	218081075-89 Location: Rm. AA - Cream / Brown Geometric Linoleum	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Cream, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 23.4 %			

Client Name: Atlantic Testing Laboratories, Limited

**PLM Bulk Asbestos Report**

PL5765; Cornell Co-op; Westport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5765AI42B 42	218081075-90 Location: Rm. AA - Cream / Brown Geometric Linoleum	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Cream, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 23.4 %			
PL5765AI43A 43	218081075-91 Location: Rm. AA - Linoleum Adhesive	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Yellow/Tan, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 37.8 %			
PL5765AI43B 43	218081075-92 Location: Rm. AA - Linoleum Adhesive	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Yellow/Tan, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 44.4 %			
PL5765AI44A 44	218081075-93 Location: Attic - Gray Blown-In Insulation	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Grey, Heterogeneous, Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Cellulose 95 %, Non-fibrous 5 %			
PL5765AI44B 44	218081075-94 Location: Attic - Gray Blown-In Insulation	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Grey, Heterogeneous, Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Cellulose 95 %, Non-fibrous 5 %			
PL5765AI44C 44	218081075-95 Location: Attic - Gray Blown-In Insulation	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Grey, Heterogeneous, Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Cellulose 95 %, Non-fibrous 5 %			

Client Name: Atlantic Testing Laboratories, Limited

**PLM Bulk Asbestos Report**

PL5765; Cornell Co-op; Westport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5765AI45A 45	218081075-96 Location: Exterior - White Window Glazing	Yes	Trace (<0.25 % pc) <sup>2</sup> (EPA 400 PC) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> OffWhite, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b> Anthophyllite <0.25 % pc			
<b>Other Material:</b> Fibrous Talc Trace, Non-fibrous 16.7 %			
PL5765AI45B 45	218081075-97 Location: Exterior - White Window Glazing	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> OffWhite, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Fibrous Talc Trace, Non-fibrous 5.9 %			
PL5765AI46A 46	218081075-98 Location: Exterior / Roof - Gray Felt Paper	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Grey, Heterogeneous, Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Cellulose Trace, Synthetic fibers 80 %, Non-fibrous 20 %			
PL5765AI46B 46	218081075-99 Location: Exterior / Roof - Gray Felt Paper	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Grey/Red, Heterogeneous, Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Cellulose Trace, Synthetic fibers 80 %, Non-fibrous 20 %			
PL5765AI47A 47	218081075-100 Location: Exterior / Roof - Red Asphalt Shingle	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 26.9 %			
PL5765AI47B 47	218081075-101 Location: Exterior / Roof - Red Asphalt Shingle	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 20.5 %			

Client Name: Atlantic Testing Laboratories, Limited

**PLM Bulk Asbestos Report**

PL5765; Cornell Co-op; Westport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5765AI48A 48	218081075-102 Location: Roof - Black Vapor Barrier	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Fibrous glass Trace, Non-fibrous 18.2 %			
PL5765AI48B 48	218081075-103 Location: Roof - Black Vapor Barrier	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Fibrous glass Trace, Non-fibrous 21.7 %			
PL5765AI49A 49	218081075-104 Location: Rm. Y - Tan Seam Tape Assoc. W/ 03	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Beige, Homogeneous, Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Cellulose 95 %, Non-fibrous 5 %			
PL5765AI49B 49	218081075-105 Location: Rm. Y - Gyp. Seam Tape	No	NAD (by NYS ELAP 198.1) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> Beige, Homogeneous, Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Cellulose 95 %, Non-fibrous 5 %			
PL5765AI51A 51	218081075-106 Location: Exterior - Electrical Caulk	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> White, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 2.5 %			
PL5765AI51B 51	218081075-107 Location: Exterior - Electrical Caulk	No	NAD (by NYS ELAP 198.6) by Jared C. Clarke on 08/03/18
<b>Analyst Description:</b> White, Homogeneous, Non-Fibrous, Bulk Material			
<b>Asbestos Types:</b>			
<b>Other Material:</b> Non-fibrous 1.1 %			

See Reporting notes on last page

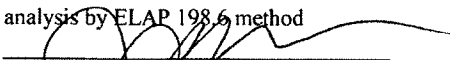
Client Name: Atlantic Testing Laboratories, Limited

# PLM Bulk Asbestos Report

PL5765; Cornell Co-op; Westport, NY

### Reporting Notes:

- (1) This job was - Analyzed using Motic BA310 Pol Scope S/N 1190000326
- (2) Sample prepared for analysis by ELAP 198.6 method

Analyzed by: Jared C. Clarke 

\*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis by Appd E to Subpt E, 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 Appd E to Subpt E, 40 CFR 763 (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**  
 PL5765; Cornell Co-op; Westport, 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	PL5765AI01A	01	0.137	65.0	21.2	13.9	NAD	NAD
Location: Basement AG - White Window Caulk								
02	PL5765AI01B	01	0.113	56.6	17.7	25.7	NAD	NAD
Location: Rm. AG - White Window Caulk								
03	PL5765AI02A	02	0.278	23.4	36.0	40.6	NAD	NAD
Location: Rm. AG - White 2 x 4 Pinhole Fissured Ceiling Tile								
04	PL5765AI02B	02	0.218	22.9	36.7	40.4	NAD	NAD
Location: Rm. F - White 2 x 4 Pinhole Fissured Ceiling Tile								
05	PL5765AI03A	04	----	----	----	----	NAD	NA
Location: Rm. Y - White Gypsum Board								
06	PL5765AI03B	03	----	----	----	----	NAD	NA
Location: Rm. Y - White Gypsum Board								
07	PL5765AI04A	04	----	----	----	----	NAD	NA
Location: Rm. Y - White Joint Compound								
08	PL5765AI04B	04	----	----	----	----	NAD	NA
Location: Rm. Y - White Joint Compound								
09	PL5765AI05A	05	----	----	----	----	NAD	NA
Location: Rm. AF - Gray Fiberboard Cig.								
10	PL5765AI05B	05	----	----	----	----	NAD	NA
Location: Rm. AF - Gray Fiberboard Cig.								
11	PL5765AI07A	07	0.153	44.4	49.7	5.9	NAD	NAD
Location: Rm. AD - Black Stair Tread								
12	PL5765AI07B	07	0.174	45.4	50.0	4.6	NAD	NAD
Location: Rm. AD - Black Stair Tread								
13	PL5765AI08A	08	0.199	25.1	26.1	48.7	NAD	NAD
Location: Rm. F - White 2 x 4 Regular Cig. Tiles								
14	PL5765AI08B	08	0.275	22.9	32.7	44.4	NAD	NAD
Location: Rm. F - White 2 x 4 Regular Cig. Tiles								
15	PL5765AI09A	09	0.113	93.8	3.5	2.5	Chrysotile <0.25	Chrysotile <1.0
Location: Rm. F - Cream & Tan Swirl Linoleum								
16	PL5765AI09B	09	0.079	88.6	10.1	1.1	Chrysotile <0.25	Chrysotile <1.0
Location: Rm. F - Cream & Tan Swirl Linoleum								

See Reporting notes on last page

Client Name: Atlantic Testing Laboratories, Limited

**Table I**  
**Summary of Bulk Asbestos Analysis Results**  
 PL5765; Cornell Co-op; Westport, 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	PL5765A10A	10	0.206	31.1	7.3	53.2	Chrysotile 8.5	NA
Location: Rm. F - Linoleum Adhesive								
18	PL5765A10B	10	0.074	33.8	10.8	55.4	NA/PS	NA
Location: Rm. F - Linoleum Adhesive								
19	PL5765A11A	11	---	---	---	---	NAD	NA
Location: Rm. F - Wall - Tan Skim Coat Plaster								
20	PL5765A11B	11	---	---	---	---	NAD	NA
Location: Rm. G - Wall - Tan Skim Coat Plaster								
21	PL5765A11C	11	---	---	---	---	NAD	NA
Location: Rm. G - Wall - Tan Skim Coat Plaster								
22	PL5765A112A	12	---	---	---	---	NAD	NA
Location: Rm. F - Wall - Gray Base Coat Plaster								
23	PL5765A112B	12	---	---	---	---	NAD	NA
Location: Rm. G - Wall - Gray Base Coat Plaster								
24	PL5765A112C	12	---	---	---	---	NAD	NA
Location: Rm. G - Wall - Gray Base Coat Plaster								
25	PL5765A113A	13	0.145	12.4	81.4	6.2	NAD	NAD
Location: Rm. H - Blue 12 x 12 FT								
26	PL5765A113B	13	0.151	11.9	83.4	4.6	NAD	NAD
Location: Rm. H - Blue 12 x 12 FT								
27	PL5765A114A	14	---	---	---	---	NA	NA
Location: Rm. H - Yellow Mastic Assoc. W/ 13 "Insufficient Material Submitted For Preparation"								
28	PL5765A114B	14	0.071	62.0	14.1	23.9	NAD	NAD
Location: Rm. H - Yellow Mastic Assoc. W/ 13								
29	PL5765A115A	15	0.168	26.8	72.6	0.6	NAD	NAD
Location: Rm. H - Gray (Slate) 4" Cove Base								
30	PL5765A115B	15	0.141	29.1	70.2	0.7	NAD	NAD
Location: Rm. H - Gray (Slate) 4" Cove Base								
31	PL5765A116A	16	0.130	43.8	13.8	42.3	NAD	NAD
Location: Rm. H - Yellow Adhesive Assoc. W/ 15								
32	PL5765A116B	16	0.104	44.2	13.5	42.3	NAD	NAD
Location: Rm. H - Yellow Adhesive Assoc. W/ 15								

See Reporting notes on last page

**Table I**  
**Summary of Bulk Asbestos Analysis Results**  
 PL5765; Cornell Co-op; Westport, 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	PL5765A117A	17	0.075	46.7	33.3	20.0	NAD	NAD
Location: Rm. H - Yellow Wall Panel Adhesive								
34	PL5765A117B	17	0.138	45.7	34.1	20.3	NAD	NAD
Location: Rm. H - Yellow Wall Panel Adhesive								
35	PL5765A118A	18	0.067	95.5	3.0	1.5	NAD	NAD
Location: Rm. G - Black Felt Paper Roll								
36	PL5765A118B	18	0.061	95.1	3.3	1.6	NAD	NAD
Location: Rm. G - Black Felt Paper Roll								
37	PL5765A119A	19	---	---	---	---	NAD	NA
Location: Rm. F - Ceiling - Gray Top Coat Plaster								
38	PL5765A119B	19	---	---	---	---	Chrysotile <0.25	NA
Location: Rm. G - Ceiling - Gray Top Coat Plaster								
39	PL5765A119C	19	---	---	---	---	Chrysotile <0.25	NA
Location: Rm. H - Ceiling - Gray Top Coat Plaster								
40	PL5765A120A	20	---	---	---	---	NAD	NA
Location: Rm. F - Ceiling - Gray Base Coat Plaster								
41	PL5765A120B	20	---	---	---	---	NAD	NA
Location: Rm. G - Ceiling - Gray Base Coat Plaster								
42	PL5765A120C	20	---	---	---	---	NAD	NA
Location: Rm. H - Ceiling - Gray Base Coat Plaster								
43	PL5765A121A	21	---	---	---	---	NAD	NA
Location: Rm. K - White Textured Cig.								
44	PL5765A121B	21	---	---	---	---	NAD	NA
Location: Rm. K - White Textured Cig.								
45	PL5765A121C	21	---	---	---	---	NAD	NA
Location: Rm. T - White Textured Cig.								
46	PL5765A121D	21	---	---	---	---	NAD	NA
Location: Rm. S - White Textured Cig.								
47	PL5765A121E	21	---	---	---	---	NAD	NA
Location: Rm. S - White Textured Cig.								
48	PL5765A121F	21	---	---	---	---	NAD	NA
Location: Rm. T - White Textured Cig.								



**Table I**  
**Summary of Bulk Asbestos Analysis Results**  
 PL5765; Cornell Co-op; Westport, 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	PL5765AI21G	21	---	---	---	---	NAD	NA
Location: Rm. Z - White Textured Clg.								
50	PL5765AI22A	22	0.058	84.5	12.1	3.4	NAD	NAD
Location: Rm. T - Off-White Textured Wallpaper								
51	PL5765AI22B	22	---	---	---	---	NA	NA
Location: Rm. ST1 - Off-White Textured Wallpaper "Insufficient Material Submitted For Preparation"								
52	PL5765AI23A	23	0.073	63.0	15.1	21.9	NAD	NAD
Location: Rm. S - Carpet Adhesive (Blue Carpet)								
53	PL5765AI23B	23	0.178	48.3	17.4	34.3	NAD	NAD
Location: Rm. T - Yellow Adhesive Assoc. W/ Blue Carpet								
54	PL5765AI24A	24	0.178	37.1	10.1	52.8	NAD	NAD
Location: Rm. ST1 - Brown Stair Tread								
55	PL5765AI24B	24	0.242	35.1	9.1	55.8	NAD	NAD
Location: Rm. A - Brown Stair Tread								
56	PL5765AI25A	25	0.169	42.6	8.3	49.1	NAD	NAD
Location: Rm. ST1 - Yellow Adhesive Assoc. W/ 24								
57	PL5765AI25B	25	0.194	42.3	8.2	49.5	NAD	NAD
Location: Rm. A - Yellow Adhesive Assoc. W/ 24								
58	PL5765AI26A	26	0.097	34.0	55.7	10.3	NAD	NAD
Location: Rm. G - Tan / White Pebbled Linoleum								
59	PL5765AI26B	26	0.111	38.7	54.1	7.2	NAD	NAD
Location: Rm. G - Tan / White Pebbled Linoleum								
60	PL5765AI27A	27	0.153	75.8	23.5	0.7	NAD	NAD
Location: Rm. G - Black Felt Underlayment Assoc. W/ 26								
61	PL5765AI27B	27	0.150	74.0	25.3	0.7	NAD	NAD
Location: Rm. G - Black Felt Underlayment Assoc. W/ 26								
62	PL5765AI28A	28	0.239	43.5	31.8	24.7	NAD	NAD
Location: Rm. D - Yellow Mastic Assoc. W/ Brown Carpet								
63	PL5765AI28B	28	0.109	46.8	23.9	29.4	NAD	NAD
Location: Rm. C - Yellow Mastic Assoc. W/ Brown Carpet								
64	PL5765AI29A	29	0.051	92.2	2.0	5.9	NAD	NAD
Location: Rm. E - White Formica Countertop								

Client Name: Atlantic Testing Laboratories, Limited

**Table I**  
**Summary of Bulk Asbestos Analysis Results**  
 PL5765; Cornell Co-op; Westport, 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	PL5765AI29B	29	0.115	94.8	2.6	2.6	NAD	NAD
Location: Rm. E - White Formica Countertop								
66	PL5765AI31A	31	0.129	16.3	82.9	0.8	NAD	NAD
Location: Rm. E - Red 12 x 12 FT								
67	PL5765AI31B	31	0.197	18.3	76.6	5.1	NAD	NAD
Location: Rm. E - Red 12 x 12 FT								
68	PL5765AI32A	32	0.164	61.6	22.0	16.5	NAD	NAD
Location: Rm. E - Yellow FT Adhesive								
69	PL5765AI32B	32	0.152	60.5	20.4	19.1	NAD	NAD
Location: Rm. E - Yellow FT Adhesive								
70	PL5765AI33A	33	0.086	25.6	27.9	40.7	Chrysotile 5.8	NA
Location: Rm. E - Pink Sink Undercoat								
71	PL5765AI33B	33	0.073	24.7	27.4	47.9	NA/PS	NA
Location: Rm. E - Pink Sink Undercoat								
72	PL5765AI34A	34	----	----	----	----	NA	NA
Location: Rm. E - Yellow Panel Adhesive *Insufficient Material Submitted For Preparation*								
73	PL5765AI34B	34	0.115	53.9	20.9	25.2	NAD	NAD
Location: Rm. E - Yellow Panel Adhesive								
74	PL5765AI35A	35	0.055	92.7	5.5	1.8	NAD	NAD
Location: Rm. C / E - Acoustical Divider (Vinyl Layer)								
75	PL5765AI35B	35	0.113	89.4	9.7	0.9	NAD	NAD
Location: Rm. C / E - Acoustical Divider (Vinyl Layer)								
76	PL5765AI36A	36	----	----	----	----	NAD	NA
Location: Rm. C / E - Acoustical Divider (Cloth Layer)								
77	PL5765AI36B	36	----	----	----	----	NAD	NA
Location: Rm. C / E - Acoustical Divider (Cloth Layer)								
78	PL5765AI37A	37	----	----	----	----	NAD	NA
Location: Rm. C / E - Acoustical Divider (Insulation Layer)								
79	PL5765AI37B	37	----	----	----	----	NAD	NA
Location: Rm. C / E - Acoustical Divider (Insulation Layer)								
80	PL5765AI38A	38	0.174	54.6	9.2	36.2	NAD	NAD
Location: Rm. A - Carpet Adhesive (Red Carpet)								

See Reporting notes on last page

Client Name: Atlantic Testing Laboratories, Limited

**Table I**  
**Summary of Bulk Asbestos Analysis Results**  
 PL5765; Cornell Co-op; Westport, 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	PL5765AI38B	38	0.125	53.6	11.2	35.2	NAD	NAD
Location: Rm. B - Carpet Adhesive								
82	PL5765AI39A	39	0.145	66.9	14.5	15.1	Chrysotile 3.5	NA
Location: Rm. K - Cobblestone Pattern Linoleum								
83	PL5765AI39B	39	0.125	55.2	15.2	29.6	NA/PS	NA
Location: Rm. K - Cobblestone Pattern Linoleum								
84	PL5765AI40A	40	0.119	37.0	9.2	45.2	Chrysotile 8.6	NA
Location: Rm. K - Linoleum Adhesive								
85	PL5765AI40B	40	0.085	32.9	12.9	54.1	NA/PS	NA
Location: Rm. K - Linoleum Adhesive								
86	PL5765AI41A	41	0.152	98.0	1.3	0.7	NAD	NAD
Location: Rm. X - Paper Backing On FG Batts								
87	PL5765AI41B	41	0.127	98.4	0.8	0.8	NAD	NAD
Location: Rm. X - Paper Insulation Backing								
88	PL5765AI41C	41	0.068	95.6	2.9	1.5	NAD	NAD
Location: Rm. X - Paper Insulation Backing								
89	PL5765AI42A	42	0.094	55.3	21.3	23.4	NAD	NAD
Location: Rm. AA - Cream / Brown Geometric Linoleum								
90	PL5765AI42B	42	0.107	54.2	22.4	23.4	NAD	NAD
Location: Rm. AA - Cream / Brown Geometric Linoleum								
91	PL5765AI43A	43	0.082	48.8	13.4	37.8	NAD	NAD
Location: Rm. AA - Linoleum Adhesive								
92	PL5765AI43B	43	0.063	38.1	17.5	44.4	NAD	NAD
Location: Rm. AA - Linoleum Adhesive								
93	PL5765AI44A	44	---	---	---	---	NAD	NA
Location: Attic - Gray Blown-In Insulation								
94	PL5765AI44B	44	---	---	---	---	NAD	NA
Location: Attic - Gray Blown-In Insulation								
95	PL5765AI44C	44	---	---	---	---	NAD	NA
Location: Attic - Gray Blown-In Insulation								
96	PL5765AI45A	45	0.228	12.3	71.1	16.5	Anthophyllite <0.25	Anthophyllite <1.0
Location: Exterior - White Window Glazing								

See Reporting notes on last page

Client Name: Atlantic Testing Laboratories, Limited

**Table I**  
**Summary of Bulk Asbestos Analysis Results**  
 PL5765; Cornell Co-op; Westport, 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	PL5765A145B	45	0.221	14.5	79.6	5.8	NAD	Anthrophyllite Trace
Location: Exterior - White Window Glazing								
98	PL5765A146A	46	----	----	----	----	NAD	NA
Location: Exterior / Roof - Gray Felt Paper								
99	PL5765A146B	46	----	----	----	----	NAD	NA
Location: Exterior / Roof - Gray Felt Paper								
100	PL5765A147A	47	0.271	42.8	30.3	26.9	NAD	NAD
Location: Exterior / Roof - Red Asphalt Shingle								
101	PL5765A147B	47	0.268	44.4	35.1	20.5	NAD	NAD
Location: Exterior / Roof - Red Asphalt Shingle								
102	PL5765A148A	48	0.154	68.2	13.6	18.2	NAD	NAD
Location: Roof - Black Vapor Barrier								
103	PL5765A148B	48	0.217	65.9	12.4	21.7	NAD	NAD
Location: Roof - Black Vapor Barrier								
104	PL5765A149A	49	----	----	----	----	NAD	NA
Location: Rm. Y - Tan Seam Tape Assoc. W/03								
105	PL5765A149B	49	----	----	----	----	NAD	NA
Location: Rm. Y - Gyp. Seam Tape								
106	PL5765A151A	51	0.159	24.5	73.0	2.5	NAD	NAD
Location: Exterior - Electrical Caulk								
107	PL5765A151B	51	0.095	24.2	74.7	1.1	NAD	NAD
Location: Exterior - Electrical Caulk								

**Table I**  
**Summary of Bulk Asbestos Analysis Results**

PL5765; Cornell Co-op; Westport, 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
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Analyzed by: Manik Peysakhov; Date Analyzed 8/6/2018

\*\*Quantitative Analysis (Semi/Full): Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 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 (or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; 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 (PLM) 200546-0, NYSDOH ELAP Lab 11480, AIHA-LAP, LLC (PLM) Lab ID 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: \_\_\_\_\_



NO. 20170  
218081075

# ATLANTIC TESTING LABORATORIES

## ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

**Albany**  
22 Corporate Drive  
Chilton Park, NY 12065  
518/883-9144 (T)  
518/883-9166 (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**  
3495 Wincon 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	Special Instructions	Sample Description	PLM	PLM-NOB	TEM-NOB	TEM-ONLY	MICRO-VAC	Laboratory Sample ID No.
P15765	Corwell co-op	7/31/18 Page 1 of 9	<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	white window caulks		X	X			
	Project Contact: Art Cross				white window caulks		X	X			
	Project Location: Westport, NY				white window caulks		X	X			
					white 2x4 pinholes fixed cly tile		X	X			
					white 2x4 pinhole fissured cly tile		X	X			
					white gyp bd		X	X			
					white sub bd		X	X			
					white joint compound		X	X			
					white joint compound		X	X			
					gray fiber board cly		X	X			
					gray fiber board cly		X	X			
					black stair tread		X	X			
					black stair tread		X	X			
					white 2x4 regular cly tiles		X	X			
Sampler's Name:	Samuel Fessell	Date: 7/31/18	Time: 1515								
Sampler's Signature:	<i>Samuel Fessell</i>	Date: 7/31/18	Time: 1730								
Samples Relinquished By:											
Name:	Samuel Fessell	Date: 7/31/18	Time: 1730								
Signature:	<i>Samuel Fessell</i>	Date:	Time:								
Name:	SFason	Date:	Time:								
Signature:	<i>SFason</i>	Date:	Time:								
Name:		Date:	Time:								
Signature:		Date:	Time:								
Field and Laboratory Remarks:											
Report Distribution: Plattsburgh Art Cross Labs PL @atlantictesting.com											
Send Reports To (ATL Office): ATL Contact: Send Copy To: Email Results: Labs PL											
Analysis Requested: PLM-NOB: X TEM-NOB: X TEM-ONLY: X MICRO-VAC: X											
Received at Laboratory (Name): Laboratory Signature: Date: Time:											
Shipment Rec'd Intact: <input type="checkbox"/> YES <input type="checkbox"/> NO											

Think Quality



**NO. 20169**  
**ATLANTIC TESTING LABORATORIES 218081075**  
**ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD**

<b>Albany</b> 22 Corporate Drive Clifton Park, NY 12065 518/293-9144 (T) 518/293-9166 (F)	<b>Binghamton</b> 126 Park Avenue Binghamton, NY 13903 607/773-1812 (T) 607/773-1835 (F)	<b>Canton</b> 6431 U.S. Highway 11 Canton, NY 13617 315/286-4578 (T) 315/286-1012 (F)	<b>Elmira</b> 2330 Route 352 Elmira, NY 14903 607/737-0700 (T) 607/737-0714 (F)	<b>Plattsburgh</b> 130 Arizona Ave Plattsburgh, NY 12903 518/563-5878 (T) 518/562-1321 (F)	<b>Poughkeepsie</b> 251 Upper North Road Highland, NY 12528 845/691-6098 (T) 845/691-6099 (F)	<b>Rochester</b> 3495 Wilson Place Rochester, NY 14623 585/427-9020 (T) 585/427-9021 (F)	<b>Syracuse</b> 6085 Court Street Road Syracuse, NY 13206 315/699-5281 (T) 315/699-3374 (F)	<b>Utica</b> 301 St. Anthony Street Utica, NY 13501 315/735-3309 (T) 315/735-0742 (F)	<b>Watertown</b> 26581 NYS Route 283 Watertown, NY 13601 315/786-7887 (T) 315/786-2022 (F)
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Project No. <b>A5765</b>	Project Name <b>Cornell</b>	Date Collected <b>07/31/10</b>	Laboratory Instructions <input type="checkbox"/> 12hr <input type="checkbox"/> 24hr <input type="checkbox"/> 48hr <input type="checkbox"/> 72hr <input checked="" type="checkbox"/> 85day <input type="checkbox"/> <input checked="" type="checkbox"/> Positive Step Analysis <input checked="" type="checkbox"/> If negative by PLM-NOB, analyze by TEM-NOB <input type="checkbox"/> Other		Report Distribution Send Reports To: <b>PLM-NOB</b> ATL Contact: <b>Ar + Cross</b> Send Copy To: <b>U</b> Email Results: <b>UMES PL</b> @atlantictesting.com				
Project Contact: <b>CO OP</b>	Project Location: <b>WESTPORT NY</b>	Turn-Around Time: <b>2</b> day	Special Instructions:	Sample Description	Analysis Requested PLM-NOB: <input type="checkbox"/> PLM: <input type="checkbox"/> TEM-NOB: <input type="checkbox"/> TEM-ONLY: <input type="checkbox"/> MICRO-VAC: <input type="checkbox"/>				
Field Sample No.	Sample Location	Sample Description		PLM	PLM-NOB	TEM-NOB	TEM-ONLY	MICRO-VAC	Laboratory Sample ID No.
A5765A108B	RMF	White 2x4 regular c/g tim			X	X			
A5765A109A	RMF	cream and tan swirl linoleum			X	X			
A5765A109B	RMF	cream and tan swirl linoleum			X	X			
A5765A110A	RMF	linoleum adhesive			X	X			
A5765A110B	RMF	vinylester adhesive			X	X			
A5765A111A	RMF	Tan skim coat plaster wall		X					
A5765A111B	RMF	Tan skim coat plaster wall		X					
A5765A112A	RMF	Tan skim coat plaster wall		X					
A5765A112B	RMF	gray base coat plaster wall		X					
A5765A112C	RMF	gray base coat plaster wall		X					
A5765A113A	RMF	gray base coat plaster wall		X					
A5765A113B	RMF	yellow 12x12 FT			X	X			
		beta 12x12 FT			X	X			
Sampler's Name: <b>Brian Berger</b>	Date: <b>07/31/10</b>	Received at Laboratory (Name):		Laboratory Signature:		Date:	Time:	Shipment Rec'd Intact <input type="checkbox"/> YES <input type="checkbox"/> NO	
Sampler's Signature:	Time: <b>1515</b>	Samples Received By:		Laboratory Signature:		Date:	Time:	Field and Laboratory Remarks:	
		Name: <b>Fred Ex</b>		Signature:		Date:	Time:		
		Date: <b>07/31/10</b>		Signature:		Date:	Time:		
		Time: <b>1730</b>		Signature:		Date:	Time:		
		Date:		Signature:		Date:	Time:		
		Date:		Signature:		Date:	Time:		

**Think Quality**



# ATLANTIC TESTING LABORATORIES

## ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

NO. 20173  
18081075

<b>Albany</b> 22 Corporate Drive Clifton Park, NY 12065 518/283-9144 (T) 518/283-9166 (F)	<b>Binghamton</b> 126 Park Avenue Binghamton, NY 13903 607/773-1812 (T) 607/773-1833 (F)	<b>Canton</b> 6431 U.S. Highway 11 Canton, NY 13617 315/386-4578 (T) 315/386-1012 (F)	<b>Elmira</b> 2330 Route 352 Elmira, NY 14903 607/737-0700 (T) 607/737-0714 (F)	<b>Plattsburgh</b> 130 Arizona Ave Plattsburgh, NY 12903 518/563-3878 (T) 518/562-1321 (F)	<b>Poughkeepsie</b> 251 Upper North Road Highland, NY 12528 845/691-6098 (T) 845/691-6099 (F)	<b>Rochester</b> 3495 Winton Place Rochester, NY 14623 585/427-9020 (T) 585/427-9021 (F)	<b>Syracuse</b> 6085 Court Street Road Syracuse, NY 13206 315/699-5281 (T) 315/699-3374 (F)	<b>Utica</b> 301 St. Anthony Street Utica, NY 13501 315/735-3309 (T) 315/735-0742 (F)	<b>Watertown</b> 26581 NYS Route 283 Watertown, NY 13601 315/786-7887 (T) 315/786-2022 (F)
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Project No. <b>AS765</b>	Project Name <b>Cornell Co. Co</b>	Date Collected <b>07/31/18</b>	Laboratory Instructions <input type="checkbox"/> 12hr <input type="checkbox"/> 24hr <input type="checkbox"/> 48hr <input type="checkbox"/> 72hr <input checked="" type="checkbox"/> 1day	Report Distribution <b>Ruttsburgh (PL)</b>
Project Contact: <b>COB</b>	Project Location: <b>Westport NY</b>	Turn-Around Time: <b>3</b> of <b>9</b>	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 Reports To (ATL Office): ATL Contact:
Field Sample No.	Sample Location	Sample Description	Analysis Requested PLM-NOB PLM-TEM-NOB PLM-TEM-ONLY MICRO-VAC	Laboratory Sample ID No.
AS765A114A	Room H	Yellow mastic Assoc. w/13	X	
AS765A116	Room H	Yellow mastic Assoc w/13	X	
AS765A115A	Room H	Grout (Sheet) 4" core base	X	
AS765A115B	Room H	Grout (Sheet) 4" core base	X	
AS765A114A	Room H	Yellow mastic Assoc. w/15	X	
AS765A116B	Room H	Yellow wall papered adhesive	X	
AS765A117A	Room H	Yellow wall papered adhesive	X	
AS765A117B	Room H	Black felt paper roll	X	
AS765A118A	Room G	Black felt paper roll	X	
AS765A118B	Room G	Grout for coat ceiling plaster	X	
AS765A119A	Room F	Grout for coat ceiling plaster	X	
AS765A119B	Room G	Grout for coat ceiling plaster	X	
AS765A119C	Room H	Grout for coat ceiling plaster	X	
Sampler's Name: <b>Sergiy Kozlov</b>	Date: <b>7/31/18</b>	Received at Laboratory (Name):	Date: <b>8-1-18</b>	Shipment Rec'd Intact <input type="checkbox"/> YES <input type="checkbox"/> NO
Sampler's Signature: <i>[Signature]</i>	Time: <b>1515</b>	Laboratory Signature:	Time: <b>1152</b>	Field and Laboratory Remarks:
Name: <b>Sergiy Kozlov</b>	Date: <b>7/31/18</b>	Signature: <i>[Signature]</i>	Name: <b>S Fagan</b>	Date: <b>8-1-18</b>
Signature: <i>[Signature]</i>	Time: <b>1710</b>	Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>	Time: <b>1152</b>
Name: <b>[Signature]</b>	Date: <b>[Signature]</b>	Signature: <i>[Signature]</i>	Name: <b>[Signature]</b>	Date: <b>[Signature]</b>
Signature: <i>[Signature]</i>	Time: <b>[Signature]</b>	Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>	Time: <b>[Signature]</b>

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# ATLANTIC TESTING LABORATORIES

## ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

NO. 20172  
218081075

**Albany**  
22 Corporate Drive  
Clifton Park, NY 12065  
518/283-9144 (T)  
518/483-9166 (F)

**Binghamton**  
126 Park Avenue  
Binghamton, NY 13903  
607/773-1812 (T)  
607/773-1833 (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**  
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 S. Anthony Street  
Utica, NY 13501  
315/735-3309 (T)  
315/735-0742 (F)

**Watertown**  
2681 NYS Route 283  
Watertown, NY 13601  
315/786-7887 (T)  
315/786-2022 (F)

Project No.	Project Name	Date Collected	Laboratory Instructions	Report Distribution												
A5765	Coerell Co Op	07/31/18 Page 4 of 9	<input type="checkbox"/> 12hr <input type="checkbox"/> 24hr <input type="checkbox"/> 48hr <input type="checkbox"/> 72hr <input checked="" type="checkbox"/> xday <input 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): ATL Contact: Send Copy To: Email Results:												
	Project Location: AVE CROSS WESTROCK NY.			Analysis Requested: PLM-NOB: <input type="checkbox"/> PLM: <input checked="" type="checkbox"/> TEM-NOB: <input type="checkbox"/> TEM-ONLY: <input type="checkbox"/> MICRO-VAC: <input type="checkbox"/>												
Field Sample No.	Sample Location	Sample Description	Turn-Around-Time	Special Instructions	PLM	PLM-NOB	TEM-NOB	TEM-ONLY	MICRO-VAC	Laboratory Sample ID No.						
A5765A1 Z0A	RM F	Gray Base coat plaster - C1g			X											
A5765A1 Z0B	RM S	Gray Base coat plaster - C1g			X											
A5765A1 Z0X	RM H	Gray Base coat plaster - C1g			X											
A5765A1 Z1A	RM K	White textured C1g			X											
A5765A1 Z1B	RM K	White textured C1g			X											
A5765A1 Z1K	RM T	White textured C1g			X											
A5765A1 Z1D	RM S	White textured C1g			X											
A5765A1 Z1E	RM S	White textured C1g			X											
A5765A1 Z1F	RM J	White textured C1g			X											
A5765A1 Z1G	RM Z	White textured C1g			X											
A5765A1 Z2A	RM I	off white textured wall paper			X											
A5765A1 Z2B	RM S T	off white textured wall paper			X											
A5765A1 Z3A	RM S	carpet adhesive (blue carpet)			X											
Sampler's Name:	BRUNY BARSCOG	Date:	07/31/18	Time:	1510	Received at Laboratory (Name):		Date:		Time:		Shipment Rec'd Intact	<input type="checkbox"/> YES <input type="checkbox"/> NO			
Sampler's Signature:						Laboratory Signature:										
Name:	BRUNY BARSCOG	Date:	07/31/18	Time:	1710	Samples Relinquished By:										
Signature:						Name:		Signature:								
Name:		Date:		Time:		Name:	S Fasom	Signature:								
Signature:						Name:		Signature:								
Field and Laboratory Remarks:											Date: 8-1-18			Time: 1152		

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

drive:Forms\Environmental\FieldForms\Asbestos Bulk Sample Chain-of-Custody Record rev 4: 02/14  
ENV-001A



# ATLANTIC TESTING LABORATORIES

## ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

NO. 20171  
218081075

<b>Albany</b> 22 Corporate Drive Clifton Park, NY 12065 518383-9144 (T) 518383-9166 (F)	<b>Binghamton</b> 126 Park Avenue Binghamton, NY 13903 607773-1812 (T) 607773-1833 (F)	<b>Canton</b> 6431 U.S. Highway 11 Canton, NY 13617 315386-4578 (T) 315386-1012 (F)	<b>Elmira</b> 2330 Route 32 Elmira, NY 14903 607737-0700 (T) 607737-0714 (F)
<b>Plattsburgh</b> 130 Arizona Ave Plattsburgh, NY 12903 518363-3878 (T) 518362-1321 (F)	<b>Poughkeepsie</b> 251 Limer North Road Highland, NY 12528 845601-6098 (T) 845601-6099 (F)	<b>Rochester</b> 3405 Winter Place Rochester, NY 14623 585427-9020 (T) 585427-9021 (F)	<b>Syracuse</b> 6085 Court Street Road Syracuse, NY 13206 315690-5281 (T) 315699-3374 (F)
<b>Utica</b> 301 St. Anthony Street Utica, NY 13501 315735-3309 (T) 315735-0742 (F)	<b>Watertown</b> 26581 NYS Route 283 Watertown, NY 13601 315786-7887 (T) 315786-2022 (F)		

Project No. <b>PL5765</b>	Project Name <b>COVERALL</b>	Date Collected <b>07/31/18</b>	Laboratory Instructions <input type="checkbox"/> 12hr <input type="checkbox"/> 24hr <input type="checkbox"/> 48hr <input type="checkbox"/> 72hr <input checked="" type="checkbox"/> Stay <input type="checkbox"/> Other	Send Reports To (ATL Office) <b>PLATSBU@ATL</b>	Report Distribution <b>PLATSBU@ATL</b>				
Project Contact <b>CO OP.</b>	Project Location <b>WEST ROOST N.Y.</b>	Turn-Around Time <input checked="" type="checkbox"/> Stay <input type="checkbox"/> Other	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: <b>LABS PL</b>	Email Results: <b>@atlantictesting.com</b>				
Field Sample No.	Sample Location	Sample Description	PLM	PLM-NOB	TEM-NOB	TEM-ONLY	MICRO-VAC	Laboratory Sample ID No.	
PL5765H1288	Room 1	Yellow Adhesive ASSESS w/ Blue Carpet		X	X				
PL5765H1294	Room ST 1	Brown STAIR TREAD		X	X				
PL5765H1296	Room H	Brown STAIR TREAD		X	X				
PL5765H1297	Room ST 1	Yellow Adh. ASSESS w/ ZY		X	X				
PL5765H1298	Room H	Yellow Adh. ASSESS w/ ZY		X	X				
PL5765H1299	Room G	TAPE/WHITE PEBBLE LINOLEUM		X	X				
PL5765H1300	Room G	TAPE/WHITE PEBBLE LINOLEUM		X	X				
PL5765H1301	Room G	Black Felt UNDERLYMENT ASSESS w/ ZY		X	X				
PL5765H1302	Room G	Black Felt UNDERLYMENT ASSESS w/ ZY		X	X				
PL5765H1304	Room D	Yellow Mastic ASSESS w/ Brown Carpet		X	X				
PL5765H1306	Room C	Yellow Mastic ASSESS w/ Brown Carpet		X	X				
PL5765H1307	Room E	White Formica Counter Top	X						
PL5765H1308	Room F	White Formica Counter Top	X						
Sampler's Name: <b>Sunny Fegall</b>	Date: <b>7/31/18</b>	Received at Laboratory (Name):	Date:	Shipment Rec'd Intact <input type="checkbox"/> YES <input type="checkbox"/> NO					
Sampler's Signature: <i>Sunny Fegall</i>	Time: <b>15:05</b>	Laboratory Signature:	Time:						
Samples Relinquished By: <b>Sunny Fegall</b>		Samples Received By: <b>JFagan</b>		Field and Laboratory Remarks:					
Name: <b>Sunny Fegall</b>	Date: <b>7/31/18</b>	Name: <b>JFagan</b>	Date: <b>8/1/18</b>						
Signature: <i>Sunny Fegall</i>	Time: <b>17:00</b>	Signature:	Time: <b>11:52</b>						
Name:	Date:	Name:	Date:						
Signature:	Time:	Signature:	Time:						

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NO. 20055

# ATLANTIC TESTING LABORATORIES

## ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD



**Albany**  
22 Corporate Drive  
Clifton Park, NY 12065  
518/283-9144 (T)  
518/283-9166 (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**  
3495 Winton Place  
Rochester, NY 14623  
585/427-9020 (T)  
585/427-9021 (F)

**Syracuse**  
6085 Court Street Road  
Syracuse, NY 13206  
315/698-5281 (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	Send Reports To (ATL Office)	Report Distribution	
AS165	Cornell Co Op.	07/31/10 Page 6 of 9	<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: ATL Contact: Send Copy To: Email Results: @atlantictesting.com	PLM-NOB TEM-NOB MICRO-VAC	
	Project Contact: ART CROSS NY						
	Project Location: WESTSTREET NY						
Field Sample No.	Sample Location	Sample Description	PLM	PLM-NOB	TEM-NOB	MICRO-VAC	Laboratory Sample ID No.
PLS165M31A	RM E	Red 12x12 FT		X	X		
PLS165M31B	RM G	Red 12x12 FT		X	X		
PLS165M32A	RM E	Yellow FT adhesive		X	X		
PLS165M32B	RM E	Yellow FT adhesive		X	X		
PLS165M33A	RM E	Pink sink undercoat	X				
PLS165M33B	RM E	Pink sink undercoat	X				
PLS165M34A	RM E	Yellow panel adhesive		X	X		
PLS165M34B	RM E	Yellow panel adhesive		X	X		
PLS165M35A	RM C/E	acoustical divider - vinyl layer		X	X		
PLS165M35B	RM C/E	acoustical divider - vinyl layer		X	X		
PLS165M36A	RM C/E	acoustical divider - cloth layer	X				
PLS165M36B	RM C/E	acoustical divider - cloth layer	X				
PLS165M37A	RM C/E	acoustical divider - insulation layer	X				
PLS165M37B	RM C/E	acoustical divider - insulation layer	X				
Sampler's Name: BRUNA BRADY		Date: 07/31/10	Received at Laboratory (Name):		Date:	Shipment Rec'd Intact	
Sampler's Signature: [Signature]		Time: 1510	Laboratory Signature:		Time:	<input type="checkbox"/> YES <input type="checkbox"/> NO	
Samples Relinquished By:		Samples Received By:		Field and Laboratory Remarks:			
Name: BRUNA BRADY	Date: 07/31/10	Name: [Signature]	Date: 8/1/10				
Signature: [Signature]	Time: 1720	Signature: [Signature]	Time: 1152				
Name:	Date:	Name:	Date:				
Signature:	Time:	Signature:	Time:				

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# ATLANTIC TESTING LABORATORIES

## ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECORD

NO. 20057

218081075

**Albany**  
22 Corporate Drive  
Clifton Park, NY 12065  
518283-9144 (T)  
518283-9166 (F)

**Binghamton**  
126 Park Avenue  
Binghamton, NY 13903  
607773-1812 (T)  
607773-1833 (F)

**Canton**  
6431 U.S. Highway 11  
Canton, NY 13617  
315386-4578 (T)  
315386-1012 (F)

**Elmira**  
2330 Route 352  
Elmira, NY 14903  
607737-0700 (T)  
607737-0714 (F)

**Plattsburgh**  
130 Arizona Ave  
Plattsburgh, NY 12903  
518263-3878 (T)  
518262-1321 (F)

**Poughkeepsie**  
251 Upper North Road  
Highland, NY 12528  
845691-6098 (T)  
845691-6099 (F)

**Rochester**  
3495 Winton Place  
Rochester, NY 14623  
585427-9020 (T)  
585427-9021 (F)

**Syracuse**  
6085 Court Street Road  
Syracuse, NY 13206  
315698-5281 (T)  
315698-3374 (F)

**Utica**  
301 St. Anthony Street  
Utica, NY 13501  
315735-3309 (T)  
315735-0742 (F)

**Watertown**  
26381 NYS Route 283  
Watertown, NY 13601  
315786-7887 (T)  
315786-2022 (F)

Project No.	Project Name	Date Collected	Turn-Around-Time	Laboratory Instructions	Send Reports To (ATL Office)	Report Distribution
PL5765	Coop	07/31/18	12hr	Positive Stop Analysis	ATL Contact:	Quatsbush (PL)
Project Contact:	AVS CROSS	Page 9 of 9	24hr	Positive Stop Analysis	Send Copy To:	LABS ET @atlantictesting.com
Project Location:	WESTBOLT		48hr	Positive Stop Analysis	Email Results:	
Field Sample No.	Sample Location	Sample Description	72hr	Other	Analysis Requested	Laboratory Sample ID No.
PL5765A143B	Room 11A	Yellow Asst. Asst. w/ 412			PLM-NOB	
PL5765A144A	ATTIC	Gray Blower in Insulation			TEM-NOB	
PL5765A144B	ATTIC	Gray Blower in Insulation			MICRO-VAC	
PL5765A144C	ATTIC	Gray Blower in Insulation				
PL5765A145A	EXTENSION	WHITE WINDOW GLAZING				
PL5765A145B	EXTENSION	WHITE WINDOW GLAZING				
PL5765A146A	EXTENSION ROOFS	Gray Felt Paper				
PL5765A146B	EXTENSION ROOFS	Gray Felt Paper				
PL5765A147A	EXTENSION ROOFS	Gray Asphalt Shingles				
PL5765A147B	EXTENSION ROOFS	Gray Asphalt Shingles				
PL5765A148A	ROOF	Gray Asphalt Shingles				
PL5765A148B	ROOF	Gray Asphalt Shingles				
PL5765A149A	ROOF	Gray Asphalt Shingles				
PL5765A149B	ROOF	Gray Asphalt Shingles				
PL5765A149C	ROOF	Gray Asphalt Shingles				
PL5765A149D	ROOF	Gray Asphalt Shingles				
PL5765A149E	ROOF	Gray Asphalt Shingles				
PL5765A149F	ROOF	Gray Asphalt Shingles				
PL5765A149G	ROOF	Gray Asphalt Shingles				
PL5765A149H	ROOF	Gray Asphalt Shingles				
PL5765A149I	ROOF	Gray Asphalt Shingles				
PL5765A149J	ROOF	Gray Asphalt Shingles				
PL5765A149K	ROOF	Gray Asphalt Shingles				
PL5765A149L	ROOF	Gray Asphalt Shingles				
PL5765A149M	ROOF	Gray Asphalt Shingles				
PL5765A149N	ROOF	Gray Asphalt Shingles				
PL5765A149O	ROOF	Gray Asphalt Shingles				
PL5765A149P	ROOF	Gray Asphalt Shingles				
PL5765A149Q	ROOF	Gray Asphalt Shingles				
PL5765A149R	ROOF	Gray Asphalt Shingles				
PL5765A149S	ROOF	Gray Asphalt Shingles				
PL5765A149T	ROOF	Gray Asphalt Shingles				
PL5765A149U	ROOF	Gray Asphalt Shingles				
PL5765A149V	ROOF	Gray Asphalt Shingles				
PL5765A149W	ROOF	Gray Asphalt Shingles				
PL5765A149X	ROOF	Gray Asphalt Shingles				
PL5765A149Y	ROOF	Gray Asphalt Shingles				
PL5765A149Z	ROOF	Gray Asphalt Shingles				
PL5765A150A	ROOF	Gray Asphalt Shingles				
PL5765A150B	ROOF	Gray Asphalt Shingles				
PL5765A150C	ROOF	Gray Asphalt Shingles				
PL5765A150D	ROOF	Gray Asphalt Shingles				
PL5765A150E	ROOF	Gray Asphalt Shingles				
PL5765A150F	ROOF	Gray Asphalt Shingles				
PL5765A150G	ROOF	Gray Asphalt Shingles				
PL5765A150H	ROOF	Gray Asphalt Shingles				
PL5765A150I	ROOF	Gray Asphalt Shingles				
PL5765A150J	ROOF	Gray Asphalt Shingles				
PL5765A150K	ROOF	Gray Asphalt Shingles				
PL5765A150L	ROOF	Gray Asphalt Shingles				
PL5765A150M	ROOF	Gray Asphalt Shingles				
PL5765A150N	ROOF	Gray Asphalt Shingles				
PL5765A150O	ROOF	Gray Asphalt Shingles				
PL5765A150P	ROOF	Gray Asphalt Shingles				
PL5765A150Q	ROOF	Gray Asphalt Shingles				
PL5765A150R	ROOF	Gray Asphalt Shingles				
PL5765A150S	ROOF	Gray Asphalt Shingles				
PL5765A150T	ROOF	Gray Asphalt Shingles				
PL5765A150U	ROOF	Gray Asphalt Shingles				
PL5765A150V	ROOF	Gray Asphalt Shingles				
PL5765A150W	ROOF	Gray Asphalt Shingles				
PL5765A150X	ROOF	Gray Asphalt Shingles				
PL5765A150Y	ROOF	Gray Asphalt Shingles				
PL5765A150Z	ROOF	Gray Asphalt Shingles				
PL5765A151A	ROOF	Gray Asphalt Shingles				
PL5765A151B	ROOF	Gray Asphalt Shingles				
PL5765A151C	ROOF	Gray Asphalt Shingles				
PL5765A151D	ROOF	Gray Asphalt Shingles				
PL5765A151E	ROOF	Gray Asphalt Shingles				
PL5765A151F	ROOF	Gray Asphalt Shingles				
PL5765A151G	ROOF	Gray Asphalt Shingles				
PL5765A151H	ROOF	Gray Asphalt Shingles				
PL5765A151I	ROOF	Gray Asphalt Shingles				
PL5765A151J	ROOF	Gray Asphalt Shingles				
PL5765A151K	ROOF	Gray Asphalt Shingles				
PL5765A151L	ROOF	Gray Asphalt Shingles				
PL5765A151M	ROOF	Gray Asphalt Shingles				
PL5765A151N	ROOF	Gray Asphalt Shingles				
PL5765A151O	ROOF	Gray Asphalt Shingles				
PL5765A151P	ROOF	Gray Asphalt Shingles				
PL5765A151Q	ROOF	Gray Asphalt Shingles				
PL5765A151R	ROOF	Gray Asphalt Shingles				
PL5765A151S	ROOF	Gray Asphalt Shingles				
PL5765A151T	ROOF	Gray Asphalt Shingles				
PL5765A151U	ROOF	Gray Asphalt Shingles				
PL5765A151V	ROOF	Gray Asphalt Shingles				
PL5765A151W	ROOF	Gray Asphalt Shingles				
PL5765A151X	ROOF	Gray Asphalt Shingles				
PL5765A151Y	ROOF	Gray Asphalt Shingles				
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PL5765A152M	ROOF	Gray Asphalt Shingles				
PL5765A152N	ROOF	Gray Asphalt Shingles				
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PL5765A152P	ROOF	Gray Asphalt Shingles				
PL5765A152Q	ROOF	Gray Asphalt Shingles				
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PL5765A154N	ROOF	Gray Asphalt Shingles				
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PL5765A154Q	ROOF	Gray Asphalt Shingles				
PL5765A154R	ROOF	Gray Asphalt Shingles				
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PL5765A155L	ROOF	Gray Asphalt Shingles				
PL5765A155M	ROOF	Gray Asphalt Shingles				



**Albany** 22 Corporate Drive, Clifton Park, NY 12065  
**Binghamton** 126 Park Avenue, Binghamton, NY 13903  
**Canton** 6431 U.S. Highway 11, Canton, NY 13617  
**Elmira** 2330 Route 352, Elmira, NY 14903  
**Plattsburgh** 130 Arizona Ave, Plattsburgh, NY 12903  
**Poughkeepsie** 251 Upper North Road, Highland, NY 12528  
**Rochester** 3495 Winton Place, Rochester, NY 14623  
**Syracuse** 6085 Court Street Road, Syracuse, NY 13206  
**Utica** 301 St. Anthony Street, Utica, NY 13501  
**Watertown** 26581 NYS Route 283, Watertown, NY 13601

<b>Project No.</b> 815765	<b>Project Name</b> Cornell Co-op	<b>Date Collected</b> 7/31/18	<b>Laboratory Instructions</b> <input type="checkbox"/> 12hr <input type="checkbox"/> 24hr <input type="checkbox"/> 48hr <input type="checkbox"/> 72hr <input checked="" type="checkbox"/> 5day <input checked="" type="checkbox"/> Positive Stop Analysis <input type="checkbox"/> If negative by PLM-NOB, analyze by TEM-NOB <input type="checkbox"/> Other	<b>Send Reports To (ATL Office):</b> Plattsburgh Art Cross	<b>Report Distribution</b> Plattsburgh Art Cross														
<b>Project Contact:</b> Art Cross	<b>Project Location:</b> Westport, NY	<b>Turn-Around Time:</b> Page 9 of 9	<b>Special Instructions:</b>	<b>ATL Contact:</b>	<b>Email Results:</b> @atlantictesting.com														
<b>Field Sample No.</b> 815765A519	<b>Sample Location</b> Rm Y	<b>Sample Description</b> Gyp beam tape		<b>PLM-NOB</b> X	<b>PLM-NOB</b> X														
815765A51A	GYP beam	Electrical caulk		X	X														
815765A51B	GYP beam	Electrical caulk		X	X														
<table border="1"> <tr> <td><b>Sampler's Name:</b> Bryan Broege</td> <td><b>Date:</b> 7/31/18</td> <td><b>Time:</b> 15:00</td> <td><b>Received at Laboratory (Name):</b></td> <td><b>Date:</b></td> <td><b>Time:</b></td> <td><b>Shipment Rec'd Intact</b> <input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td><b>Sampler's Signature:</b> [Signature]</td> <td><b>Date:</b> 7/31/18</td> <td><b>Time:</b> 17:00</td> <td><b>Laboratory Signature:</b></td> <td><b>Date:</b> 8-1-18</td> <td><b>Time:</b> 11:52</td> <td></td> </tr> </table>						<b>Sampler's Name:</b> Bryan Broege	<b>Date:</b> 7/31/18	<b>Time:</b> 15:00	<b>Received at Laboratory (Name):</b>	<b>Date:</b>	<b>Time:</b>	<b>Shipment Rec'd Intact</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>Sampler's Signature:</b> [Signature]	<b>Date:</b> 7/31/18	<b>Time:</b> 17:00	<b>Laboratory Signature:</b>	<b>Date:</b> 8-1-18	<b>Time:</b> 11:52	
<b>Sampler's Name:</b> Bryan Broege	<b>Date:</b> 7/31/18	<b>Time:</b> 15:00	<b>Received at Laboratory (Name):</b>	<b>Date:</b>	<b>Time:</b>	<b>Shipment Rec'd Intact</b> <input type="checkbox"/> YES <input type="checkbox"/> NO													
<b>Sampler's Signature:</b> [Signature]	<b>Date:</b> 7/31/18	<b>Time:</b> 17:00	<b>Laboratory Signature:</b>	<b>Date:</b> 8-1-18	<b>Time:</b> 11:52														
<b>Samples Relinquished By:</b>																			
<b>Name:</b> Bryan Broege	<b>Date:</b> 7/31/18	<b>Time:</b> 17:00	<b>Samples Received By:</b>																
<b>Signature:</b> [Signature]	<b>Date:</b> 7/31/18	<b>Time:</b> 17:00	<b>Name:</b> Fred Z	<b>Date:</b> 8-1-18	<b>Time:</b> 11:52														
<b>Name:</b>	<b>Date:</b>	<b>Time:</b>	<b>Name:</b> DFusan	<b>Date:</b>	<b>Time:</b>														
<b>Signature:</b>	<b>Date:</b>	<b>Time:</b>	<b>Signature:</b> [Signature]	<b>Date:</b>	<b>Time:</b>														

**Think Quality**



**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

Date Received 08/27/18  
Date Examined 08/30/18  
ELAP # 11480

AmeriSci Job # 218085043  
P.O. # 20100  
Page 1 of 3

RE: PL5765; Cornell Co-Op; Westport, NY

Canton, NY 13617

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5765A114A 14	218085043-01 Location: Room H - Yellow Mastic Assoc. W/ Blue 12 x 12 FT	No	NAD <sup>1</sup> (by NYS ELAP 198.6) by Kensen Caro on 08/30/18
<b>Analyst Description:</b> Yellow, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 10.5 %			
PL5765A122B 22	218085043-02 Location: Room ST-1 - Off-White Textured Wall Paper	No	NAD (by NYS ELAP 198.6) by Kensen Caro on 08/30/18
<b>Analyst Description:</b> Beige, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 0.9 %			
PL5765A134A 34	218085043-03 Location: Room E - Yellow Panel Adhesive	No	NAD (by NYS ELAP 198.6) by Kensen Caro on 08/30/18
<b>Analyst Description:</b> Yellow, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 21.6 %			
PL5765A152A 52	218085043-04 Location: Roof - Silver Roof Coating	Yes	6.9 % (by NYS ELAP 198.6) by Kensen Caro on 08/30/18
<b>Analyst Description:</b> Silver, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> Chrysotile 6.9 % <b>Other Material:</b> Non-fibrous 41.2 %			
PL5765A152B 52	218085043-05 Location: Roof - Silver Roof Coating		NA/PS
<b>Analyst Description:</b> Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b>			

See Reporting notes on last page



Client Name: Atlantic Testing Laboratories, Limited

# PLM Bulk Asbestos Report

PL5765; Cornell Co-Op; Westport, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PL5765A153A 53 Location: Roof - Chimney Flashing Tar	218085043-06	No	NAD (by NYS ELAP 198.6) by Kensen Caro on 08/30/18
<b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 15.6 %			
PL5765A153B 53 Location: Roof - Chimney Flashing Tar	218085043-07	No	NAD (by NYS ELAP 198.6) by Kensen Caro on 08/30/18
<b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 16.3 %			
PL5765A154A 54 Location: Roof - Steeple Flashing Tar	218085043-08	No	NAD (by NYS ELAP 198.6) by Kensen Caro on 08/30/18
<b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 11.4 %			
PL5765A154B 54 Location: Roof - Steeple Flashing Tar	218085043-09	No	NAD (by NYS ELAP 198.6) by Kensen Caro on 08/30/18
<b>Analyst Description:</b> Black, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-fibrous 11.8 %			
PL5765A155A 55 Location: Roof - Vent Cap Fiber Board	218085043-10	Yes	33.3 % (by NYS ELAP 198.1) by Kensen Caro on 08/30/18
<b>Analyst Description:</b> Grey, Homogeneous, Fibrous, Bulk Material <b>Asbestos Types:</b> Chrysotile 33.3 % <b>Other Material:</b> Non-fibrous 66.7 %			
PL5765A155B 55 Location: Roof - Vent Cap Fiber Board	218085043-11		NA/PS
<b>Analyst Description:</b> Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b>			



Client Name: Atlantic Testing Laboratories, Limited

# PLM Bulk Asbestos Report

PL5765; Cornell Co-Op; Westport, NY

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## Reporting Notes:

(1) This job was - Analyzed using Motic BA310 Pol Scope S/N 1190000538

Analyzed by: Kensen Caro \_\_\_\_\_

\*NAD/NSD =no asbestos detected, NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis by Appd E to Subpt E, 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 Appd E to Subpt E, 40 CFR 763 (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**  
 PL5765; Cornell Co-Op; Westport, 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	PL5765A114A	14	0.076	80.3	9.2	10.5	NAD	NAD
Location: Room H - Yellow Mastic Assoc. W/ Blue 12 x 12 FT								
02	PL5765A122B	22	0.112	83.9	15.2	0.9	NAD	NAD
Location: Room ST-1 - Off-White Textured Wall Paper								
03	PL5765A134A	34	0.125	55.2	23.2	21.6	NAD	NAD
Location: Room E - Yellow Panel Adhesive								
04	PL5765A152A	52	0.106	45.3	6.6	41.2	Chrysotile 6.9	NA
Location: Roof - Silver Roof Coating								
05	PL5765A152B	52	0.106	49.1	5.7	45.3	NA/PS	NA
Location: Roof - Silver Roof Coating								
06	PL5765A153A	53	0.231	62.8	21.6	15.6	NAD	NAD
Location: Roof - Chimney Flashing Tar								
07	PL5765A153B	53	0.104	61.5	22.1	16.3	NAD	NAD
Location: Roof - Chimney Flashing Tar								
08	PL5765A154A	54	0.140	81.4	7.1	11.4	NAD	NAD
Location: Roof - Steeple Flashing Tar								
09	PL5765A154B	54	0.152	81.6	6.6	11.8	NAD	NAD
Location: Roof - Steeple Flashing Tar								
10	PL5765A155A	55	---	---	---	---	Chrysotile 33.3	NA
Location: Roof - Vent Cap Fiber Board								
11	PL5765A155B	55	---	---	---	---	NA/PS	NA
Location: Roof - Vent Cap Fiber Board								



NO. 20100

**ATLANTIC TESTING LABORATORIES**  
**ASBESTOS BULK SAMPLE CHAIN-OF-CUSTODY RECO #2 1 8 0 8 5 0 4 3**



**Albany** 22 Corporate Drive Clifton Park, NY 12065 518283-9144 (T) 518283-9166 (F)

**Binghamton** 126 Park Avenue Binghamton, NY 13903 607773-1812 (T) 607773-1833 (F)

**Canton** 6431 U.S. Highway 11 Canton, NY 13617 315286-4578 (T) 315286-1012 (F)

**Elmira** 2330 Route 352 Elmira, NY 14903 607737-0700 (T) 607737-0714 (F)

**Plattsburgh** 130 Arizona Ave Plattsburgh, NY 12903 518563-5878 (T) 518563-1321 (F)

**Poughkeepsie** 251 Upper North Road Highland, NY 12528 845691-6098 (T) 845691-6099 (F)

**Rochester** 3495 Watson Place Rochester, NY 14623 583427-9020 (T) 583427-9021 (F)

**Syracuse** 6085 Court Street Road Syracuse, NY 13206 315699-5281 (T) 315699-3374 (F)

**Utica** 301 S. Anthony Street Utica, NY 13501 315735-3309 (T) 315735-0742 (F)

**Watertown** 26581 NYS Route 283 Watertown, NY 13601 315786-7887 (T) 315786-2022 (F)

Project No. <b>P25765</b>	Project Name <b>Corneil Co-op</b>	Date Collected <b>8/23/18</b>	Page <b>1</b> of <b>1</b>	Turn-Around Time: <input type="checkbox"/> 12hr <input type="checkbox"/> 24hr <input type="checkbox"/> 48hr <input type="checkbox"/> 72hr	Report Distribution <b>Plattsburgh</b> <b>Art Cross</b>	
Project Contact: <b>Art Cross</b>	Project Location: <b>Westpart, NY</b>	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 Reports To (ATL Office): <b>Art Cross</b>	ATL Contact: <b>Art Cross</b>	Send Copy To: <b>Art Cross</b>	
Field Sample No.	Sample Location	Sample Description	PLM NOB	TEM-NOB	MICRO -VAC	Laboratory Sample ID No.
<b>P25765A114A</b>	<b>Room H</b>	<b>Yellow Mastic Assoc. w/ Blue REX FT</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A122B</b>	<b>Room ST-1</b>	<b>off-white textured wall paper</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A131A</b>	<b>Room E</b>	<b>yellow panel adhesive</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A152A</b>	<b>Roof</b>	<b>silver roof coating</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A152B</b>	<b>Roof</b>	<b>silver roof coating</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153A</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153B</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153C</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153D</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153E</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153F</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153G</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153H</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153I</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153J</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153K</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153L</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153M</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153N</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153O</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153P</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153Q</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153R</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153S</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153T</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153U</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153V</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153W</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153X</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153Y</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>P25765A153Z</b>	<b>Roof</b>	<b>Chimney Flashing Tar</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Sampler's Name: <b>Art Cross</b>	Date: <b>8/24/18</b>	Received at Laboratory (Name):	Date:	Time:	Shipment Rec'd Intact <input type="checkbox"/> YES <input type="checkbox"/> NO	
Sampler's Signature: <i>Art Cross</i>	Time: <b>12:50</b>	Laboratory Signature:	Date:	Time:		
Name: <b>Terry Fessell</b>	Date: <b>8/24/18</b>	Samples Received By:				
Signature: <i>Terry Fessell</i>	Time: <b>1730</b>	Name: <b>D. Hagan</b>	Date: <b>8-27-18</b>	Field and Laboratory Remarks:		
Name: <b>Art Cross</b>	Date:	Signature:	Time:			
Signature: <i>Art Cross</i>	Time:	Name:	Date:			
Name:	Date:	Signature:	Time:			
Signature:	Time:	Name:	Date:			

Think Quality

**APPENDIX D**  
**SUMMARY TABLES**

## KEY FOR SUMMARY TABLES

### Acronyms for the Known or Assumed ACM:

CFT = Ceramic Floor Tile

CWT = Ceramic Wall Tile

EPDM = Ethylene Propylene Diene Monomer

HVAC = Heating, Ventilation, and Air Conditioning

TSI = Thermal System Insulation

### Abbreviations for Friable/ACM Type:

Y = Yes

N = No

M = Miscellaneous

S = Surfacing

T = Thermal System Insulation

### Descriptions for Conditions:

The listed conditions of Good, Fair, and Poor generally correspond with the AHERA descriptions of Good, Damaged, and Significantly Damaged for different types of materials. The following summarizes additional details relative to the listed conditions.

#### Surfacing (Surf.) and Miscellaneous (Misc.) Materials

- Good: Material with no visible damage or deterioration, or showing only very limited damage or deterioration
- Fair: Material with characteristics of surface crumbling, blistered, water-stained, gouged, marred, or otherwise abraded over less than one tenth of the surface if the damage is evenly distributed or one quarter if the damage is localized.
- Poor: Material with one or more of the following characteristics:
  - Surface crumbling or blistering is present over at least one tenth of the surface, if the damage is evenly distributed or one quarter if the damage is localized.
  - One tenth (or one quarter, if localized) of material hanging from the surface, deteriorated, or showing adhesive failure.
  - Water stains, gouges, or mars over at least one tenth of the surface if the damage is evenly distributed or one quarter if the damage is localized.

#### Thermal System Insulation (TSI) Materials

- Good: Material with no visible damage or deterioration, or showing only very limited damage or deterioration
- Fair: Material with one or more of the following characteristics:
  - A few water stains or less than one tenth of insulation with missing jackets.
  - Crushed insulation or water stains, gouges, punctures, or mars on up to one tenth of the insulation if the damage is evenly distributed or up to one quarter if the damage is localized.
- Poor: Material with one or more of the following characteristics:
  - Missing jackets on at least one tenth of the piping or equipment.
  - Crushed or heavily gouged or punctured insulation on at least one tenth of the component (pipe runs/risers, boiler, tank, duct, etc.) if the damage is evenly distributed or one quarter if the damage is localized.

### Notes:

<sup>1</sup> Sample Location Plans are enclosed in Appendix B. Areas of the structure were alphabetically labeled at the time of the survey event.

<sup>2a</sup> NAD = No Asbestos Detected/ <sup>2b</sup> ND = Not detected above the laboratory method detection limit.

<sup>3</sup> Quantities and locations are approximate and must be verified by asbestos abatement contractors prior to providing actual cost quotations and/or initiating abatement activities.

<sup>4</sup> NA = Not Applicable

<sup>5</sup> Material is considered ACM due to being co-mingled with asbestos-containing mastic.

<sup>6</sup> Material assumed asbestos containing (ACM) based on inaccessibility.

<sup>7</sup> Estimated quantity was not provided, due to material being inaccessible and located within wall cavities.

**Table D-I**  
**Summary of Suspect ACM and Analytical Results**

Material	General Location <sup>1</sup>	Friable /ACM Type	% Asbestos <sup>2A</sup>	Condition	Sample Numbers	Estimated Quantity <sup>3,4</sup>
White Window Caulk	Room No. AG	N/M	NAD	Good	PL5765AI01A PL5765AI01B	NA
White 2- by 4-Foot Fissured Ceiling Tile	Room Nos. B, F, G, H, and AG (Stored); Above Wood Ceiling in Room Nos. A, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, and ST1	Y/M	NAD	Good	PL5765AI02A PL5765AI02B	NA
White Gypsum Board	Interior Walls Throughout Building	N/M	NAD	Good	PL5765AI03A PL5765AI03B	NA
White Joint Compound Associated with White Gypsum Board	Interior Walls Throughout Building	N/M	NAD	Good	PL5765AI04A PL5765AI04B	NA
Gray Fiberboard Ceiling	Room Nos. AF and AE	N/M	NAD	Fair	PL5765AI05A PL5765AI05B	NA
<b>Black Braided Wire Jacket (Painted White)</b>	<b>Throughout Building</b>	<b>N/M</b>	<b>Assumed<sup>6</sup></b>	<b>Good</b>	<b>PL5765AI06</b>	<b>Not Determined<sup>7</sup></b>
Black Stair Tread	Room No. AD	N/M	NAD	Good	PL5765AI07A PL5765AI07B	NA
White 2- by 4-Foot Tegular Ceiling Tiles	Room No. F	N/M	NAD	Good	PL5765AI08A PL5765AI08B	NA
<b>Cream and Tan Swirl Linoleum</b>	<b>Room No. F</b>	<b>N/M</b>	<b>Trace<sup>5</sup></b>	<b>Good</b>	<b>PL5765AI09A PL5765AI09B</b>	<b>240 Square Feet</b>
<b>Yellow/White Adhesive Associated with Cream and Tan Swirl Linoleum</b>	<b>Room No. F</b>	<b>N/M</b>	<b>8.5%</b>	<b>Good</b>	<b>PL5765AI10A PL5765AI10B</b>	<b>240 Square Feet</b>
Tan Skim Coat Plaster Associated with Walls	Room Nos. F and G (Exterior Walls)	N/S	NAD	Fair	PL5765AI11A PL5765AI11B PL5765AI11C	NA
Gray Base Coat Plaster Associated with Walls	Room Nos. F and G (Exterior Walls)	N/S	NAD	Good	PL5765AI12A PL5765AI12B PL5765AI12C	NA
Blue Speckled 12- by 12- Inch Floor Tile	Room No. H	N/M	NAD	Good	PL5765AI13A PL5765AI13B	NA



Material	General Location <sup>1</sup>	Friable /ACM Type	% Asbestos <sup>2A</sup>	Condition	Sample Numbers	Estimated Quantity <sup>3,4</sup>
Yellow Mastic Associate with Blue Speckled 12-by 12- Inch Floor Tile	Room No. H	N/M	NAD	Good	PL5765AI14A PL5765AI14B	NA
Gray (Slate) 4-Inch Cove Base	Room No. H	N/M	NAD	Good	PL5765AI15A PL5765AI15B	NA
Yellow Adhesive Associated with Gray (Slate) 4-Inch Cove Base	Room No. H	N/M	NAD	Good	PL5765AI16A PL5765AI16B	NA
Yellow Wall Panel Adhesive	Room No. H	N/M	NAD	Good	PL5765AI17A PL5765AI17B	NA
Black Felt Paper Roll	Room No. G (Stored)	N/M	NAD	Good	PL5765AI18A PL5765AI18B	NA
Gray Top Coat Plaster Associated with Ceiling	Room Nos. F, G, H, and ST1	N/S	Trace	Fair	PL5765AI19A PL5765AI19B PL5765AI19C	NA
Gray Base Coat Plaster Associated with Ceiling	Room Nos. F, G, H, and ST1	N/S	NAD	Good	PL5765AI20A PL5765AI20B PL5765AI20C	NA
White Textured Ceiling	Room Nos. A, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, and ST1	N/M	NAD	Good	PL5765AI21A PL5765AI21B PL5765AI21C PL5765AI21D PL5765AI21E PL5765AI21F PL5765AI21G	NA
Off-White Textured Wallpaper	Room Nos. A, T, and ST1	N/M	NAD	Good	PL5765AI22A PL5765AI22B	NA
Yellow Adhesive Associated with Blue Carpet	Room Nos. A, J, L, M, P, Q, R, S, T, U, V, W, X, Y, Z, AB, and ST1	N/M	NAD	Good	PL5765AI23A PL5765AI23B	NA
Brown Stair Tread	Room Nos. A and ST1	N/M	NAD	Good	PL5765AI24A PL5765AI24B	NA
Yellow Adhesive Associated with Brown Stair Tread	Room Nos. A and ST1	N/M	NAD	Good	PL5765AI25A PL5765AI25B	NA
Tan and White Pebbled Linoleum	Room No. G	N/M	NAD	Poor	PL5765AI26A PL5765AI26B	NA
Black Felt Underlayment Associated with Tan and White Pebbled Linoleum	Room No. G	N/M	NAD	Poor	PL5765AI27A PL5765AI27B	NA
Yellow Mastic Associated with Brown Carpet	Room Nos. C and D	N/M	NAD	Good	PL5765AI28A PL5765AI28B	NA
White Formica Countertop	Room No. E	N/M	NAD	Good	PL5765AI29A PL5765AI29B	NA



Material	General Location <sup>1</sup>	Friable /ACM Type	% Asbestos <sup>2A</sup>	Condition	Sample Numbers	Estimated Quantity <sup>3,4</sup>
Red 12- by 12- Inch Floor Tile	Room No. E	N/M	NAD	Good	PL5765AI31A PL5765AI31B	NA
Yellow Adhesive Associated with Red 12- by 12- Inch Floor Tile	Room No. E	N/M	NAD	Good	PL5765AI32A PL5765AI32B	NA
<b>Pink Sink Undercoat</b>	<b>Room No. E</b>	<b>N/M</b>	<b>5.8%</b>	<b>Good</b>	<b>PL5765AI33A PL5765AI33B</b>	<b>6 Square Feet</b>
Yellow Panel Adhesive	Room No. E	N/M	NAD	Good	PL5765AI34A PL5765AI34B	NA
Tan Acoustical Divider (Vinyl Layer)	Room Nos. C, D, and E	N/M	NAD	Good	PL5765AI35A PL5765AI35B	NA
Olive Acoustical Divider (Cloth Layer)	Room Nos. C, D, and E	N/M	NAD	Good	PL5765AI36A PL5765AI36B	NA
Gray Acoustical Divider (Insulation Layer)	Room Nos. C, D, and E	N/M	NAD	Good	PL5765AI37A PL5765AI37B	NA
Yellow/Tan Carpet Adhesive Associated with Red Carpet	Room Nos. A and B	N/M	NAD	Good	PL5765AI38A PL5765AI38B	NA
<b>Gray Cobblestone Pattern Linoleum</b>	<b>Room No. K</b>	<b>N/M</b>	<b>3.5%</b>	<b>Fair</b>	<b>PL5765AI39A PL5765AI39B</b>	<b>80 Square Feet</b>
<b>Tan Adhesive Associated with Gray Cobblestone Pattern Linoleum</b>	<b>Room No. K</b>	<b>N/M</b>	<b>8.6</b>	<b>Fair</b>	<b>PL5765AI40A PL5765AI40B</b>	<b>80 Square Feet</b>
Black/Brown Paper Backing on Fiber Glass Batts	Exterior Walls and Attic	N/T	NAD	Good	PL5765AI41A PL5765AI41B PL5765AI41C	NA
Cream and Brown Geometric Linoleum	Room No. AA	N/M	NAD	Good	PL5765AI42A PL5765AI42B	NA
Yellow Adhesive Associated with Cream and Brown Geometric Linoleum	Room No. AA	N/M	NAD	Good	PL5765AI43A PL5765AI43B	NA
Gray Blown-In Insulation	Attic	Y/T	NAD	Good	PL5765AI44A PL5765AI44B PL5765AI44C	NA
White Window Glazing	Exterior of Windows	N/M	Trace	Good	PL5765AI45A PL5765AI45B	NA
Gray Felt Cushion Strip	Back Porch Windows	N/M	NAD	Fair	PL5765AI46A PL5765AI46B	NA
Red Asphalt Shingle	Roof	N/M	NAD	Good	PL5765AI47A PL5765AI47B	NA

Material	General Location <sup>1</sup>	Friable /ACM Type	% Asbestos <sup>2A</sup>	Condition	Sample Numbers	Estimated Quantity <sup>3,4</sup>
Black Vapor Barrier	Roof	N/M	NAD	Good	PL5765AI48A PL5765AI48B	NA
Tan Seam Tape Associated with White Gypsum Board	Interior Walls of Building	N/M	NAD	Good	PL5765AI49A PL5765AI49B	NA
White Electrical Caulk	Back Porch (Electrical Penetrations)	N/M	NAD	Good	PL5765AI51A PL5765AI51B	NA
<b>Silver Roof Coating</b>	<b>North Porch Roof and Back Porch Roof</b>	<b>N/M</b>	<b>6.9</b>	<b>Fair</b>	<b>PL5765AI52A PL5765AI52B</b>	<b>1,100 Square Feet</b>
Black Chimney Flashing Tar	Roof and Chimney Transition	N/M	NAD	Fair	PL5765AI53A PL5765AI53B	NA
Black Steeple Flashing Tar	Roof Steeple	N/M	NAD	Fair	PL5765AI54A PL5765AI54B	NA
<b>Gray Vent Cap Fiberboard</b>	<b>Roof Vent</b>	<b>N/M</b>	<b>33.3</b>	<b>Fair</b>	<b>PL5765AI55A PL5765AI55B</b>	<b>1 Square Foot</b>



## **APPENDIX E**

### **SUMMARY OF XRF RESULTS AND CALIBRATION CHECKS**

**Table E-1**  
**Summary of XRF Test Results - Lead Detected at Greater Than or Equal to 1 mg/cm<sup>2</sup>**

Reading No	Time	Structure	Member	Substrate	Side	Condition	Color	Site	Room	Result (mg/cm <sup>2</sup> )
PL5765LX17	7/31/18 09:10	Room	Ceiling	Wood	D	Intact	Light Green	PL5765	AG	3.4
PL5765LX20	7/31/18 09:15	Window	Sash	Wood	C	Intact	White	PL5765	F	5
PL5765LX21	7/31/18 09:16	Window	Casing	Wood	C	Intact	White	PL5765	F	5.2
PL5765LX27	7/31/18 09:18	Window	Sash	Wood	D	Intact	White	PL5765	F	8.5
PL5765LX26	7/31/18 09:18	Window	Casing	Wood	D	Intact	White	PL5765	F	7.5
PL5765LX28	7/31/18 09:19	Window	Sill	Wood	D	Intact	White	PL5765	F	6.6
PL5765LX29	7/31/18 09:19	Window	Apron	Wood	D	Intact	White	PL5765	F	4
PL5765LX35	7/31/18 09:22	Room	Wall	Plaster	D	Intact	White	PL5765	G	6.6
PL5765LX36	7/31/18 09:22	Window	Sash	Wood	D	Intact	White	PL5765	G	5
PL5765LX44	7/31/18 09:27	Room	Wall	Plaster	A	Intact	Stain	PL5765	G	4.8
PL5765LX62	7/31/18 09:48	Window	Sash	Wood	C	Intact	White	PL5765	E	5.4
PL5765LX67	7/31/18 09:52	I-Beam	N/A	Metal	Center	Intact	White	PL5765	E	7.2
PL5765LX68	7/31/18 09:55	I-Beam	N/A	Metal	Center	Intact	White	PL5765	D	6.3
PL5765LX69	7/31/18 09:56	Window	Sash	Wood	A	Intact	White	PL5765	D	7.2
PL5765LX72	7/31/18 10:00	Door	---	Wood	A	Intact	White	PL5765	C	6.2
PL5765LX73	7/31/18 10:01	Door	Sidelight	Wood	A	Intact	White	PL5765	C	3.8
PL5765LX75	7/31/18 10:02	Door	---	Wood	C	Intact	White	PL5765	C	7.1
PL5765LX74	7/31/18 10:02	Door	Sidelight	Wood	C	Intact	White	PL5765	C	5.6
PL5765LX76	7/31/18 10:03	I-Beam	N/A	Metal	Center	Intact	White	PL5765	C	3.6
PL5765LX77	7/31/18 10:06	Window	Sash	Wood	A	Intact	White	PL5765	A	4.5
PL5765LX81	7/31/18 10:08	Window	Sash	Wood	B	Intact	White	PL5765	A	5.5
PL5765LX93	7/31/18 10:19	Window	Sash	Wood	C	Deteriorated	Cream	PL5765	K	5.1
PL5765LX96	7/31/18 10:22	Window	Sash	Wood	C	Deteriorated	White	PL5765	M	5.1
PL5765LX114	7/31/18 10:35	Window	Sash	Wood	D	Intact	White	PL5765	J	3.1
PL5765LX119	7/31/18 10:36	Window	Exterior Sill	Wood	A	Intact	White	PL5765	J	8.9
PL5765LX117	7/31/18 10:36	Window	Sash	Wood	A	Intact	White	PL5765	J	3.8
PL5765LX120	7/31/18 10:37	Window	Exterior Sill	Wood	A	Intact	White	PL5765	J	8.7
PL5765LX123	7/31/18 10:40	Window	Sash	Wood	A	Deteriorated	Stain	PL5765	P	4.5
PL5765LX137	7/31/18 10:52	Window	Sash	Wood	C	Deteriorated	White	PL5765	R	4.7
PL5765LX147	7/31/18 10:59	Window	Sash	Wood	A	Deteriorated	White	PL5765	U	4
PL5765LX157	7/31/18 11:09	Window	Sash	Wood	C	Deteriorated	White	PL5765	S	7.3
PL5765LX164	7/31/18 11:17	Window	Sash	Wood	A	Deteriorated	White	PL5765	V	3.7

**Table E-I - Continued**  
**Summary of XRF Test Results - Lead Detected at Greater Than or Equal to 1 mg/cm<sup>2</sup>**

Reading No	Time	Structure	Member	Substrate	Side	Condition	Color	Site	Room	Result (mg/cm <sup>2</sup> )
PL5765LX174	7/31/18 11:33	Window	Sash	Wood	A	Deteriorated	White	PL5765	V	3.1
PL5765LX187	7/31/18 11:40	Window	Sash	Wood	A	Deteriorated	White	PL5765	X	3.5
PL5765LX188	7/31/18 11:41	Window	Sash	Wood	B	Deteriorated	Light Green	PL5765	Y	3.1
PL5765LX189	7/31/18 11:43	Window	Sash	Wood	B	Deteriorated	Light Green	PL5765	AB	3.3
PL5765LX196	7/31/18 11:48	Window	Sash	Wood	C	Deteriorated	White	PL5765	AA	2
PL5765LX200	7/31/18 11:59	Door	---	Wood	A	Deteriorated	White	PL5765	Exterior	10
PL5765LX202	7/31/18 12:00	Door	Sidelight	Wood	A	Deteriorated	White	PL5765	Exterior	10.4
PL5765LX201	7/31/18 12:00	Door	Casing	Wood	A	Deteriorated	White	PL5765	Exterior	9
PL5765LX204	7/31/18 12:02	Room	Wall	Wood	A	Deteriorated	White	PL5765	Exterior	5.8
PL5765LX206	7/31/18 12:03	Column	Base	Wood	A	Deteriorated	White	PL5765	Exterior	10.5
PL5765LX209	7/31/18 12:04	Window	Exterior Casing	Wood	A	Deteriorated	White	PL5765	Exterior	11.1
PL5765LX211	7/31/18 12:06	Window	Exterior Sash	Wood	A	Deteriorated	White	PL5765	Exterior	12.5
PL5765LX214	7/31/18 12:07	Window	Exterior Sill	Wood	A	Deteriorated	White	PL5765	Exterior	7.1
PL5765LX215	7/31/18 12:08	Window	Exterior Sill	Wood	B	Deteriorated	White	PL5765	Exterior	1.7
PL5765LX217	7/31/18 12:09	Window	Exterior Sash	Wood	B	Deteriorated	White	PL5765	Exterior	9.7
PL5765LX216	7/31/18 12:09	Window	Exterior Casing	Wood	B	Deteriorated	White	PL5765	Exterior	7.3
PL5765LX218	7/31/18 12:10	Porch	Column	Wood	B	Deteriorated	White	PL5765	Exterior	10
PL5765LX219	7/31/18 12:11	Porch	Ceiling	Wood	B	Deteriorated	White	PL5765	Exterior	7.8
PL5765LX221	7/31/18 12:12	Door	Outer Casing	Wood	B	Deteriorated	White	PL5765	Exterior	9.6
PL5765LX220	7/31/18 12:12	Porch	Wall	Wood	B	Deteriorated	White	PL5765	Exterior	6.2
PL5765LX222	7/31/18 12:13	Door	Transom	Wood	B	Deteriorated	White	PL5765	Exterior	9.1
PL5765LX225	7/31/18 12:16	Porch	Column	Wood	C	Deteriorated	White	PL5765	Exterior	12.8
PL5765LX227	7/31/18 12:17	Door	Transom	Wood	C	Deteriorated	White	PL5765	Exterior	10.9
PL5765LX229	7/31/18 12:19	Porch	Column	Wood	C	Deteriorated	White	PL5765	Exterior	8.6
PL5765LX232	7/31/18 12:20	Door	---	Wood	C	Deteriorated	White	PL5765	Exterior	9.2
PL5765LX231	7/31/18 12:20	Porch	Wall	Wood	C	Deteriorated	White	PL5765	Exterior	8.1
PL5765LX234	7/31/18 12:21	Door	Sidelight	Wood	C	Deteriorated	White	PL5765	Exterior	9.8
PL5765LX233	7/31/18 12:21	Door	Casing	Wood	C	Deteriorated	White	PL5765	Exterior	9.7
PL5765LX235	7/31/18 12:21	Door	Transom	Wood	C	Deteriorated	White	PL5765	Exterior	8.9
PL5765LX237	7/31/18 12:22	Porch	Ceiling	Wood	C	Deteriorated	White	PL5765	Exterior	8.7
PL5765LX236	7/31/18 12:22	Room	Wall	Wood	C	Deteriorated	White	PL5765	Exterior	5.9
PL5765LX238	7/31/18 12:23	Porch	Floor	Wood	C	Deteriorated	Gray	PL5765	Exterior	1

**Table E-I - Continued**  
**Summary of XRF Test Results - Lead Detected at Greater Than or Equal to 1 mg/cm<sup>2</sup>**

Reading No	Time	Structure	Member	Substrate	Side	Condition	Color	Site	Room	Result (mg/cm <sup>2</sup> )
PL5765LX239	7/31/18 12:24	Window	Sill	Wood	C	Deteriorated	White	PL5765	Exterior	8.8
PL5765LX240	7/31/18 12:24	Window	Exterior Sash	Wood	C	Deteriorated	White	PL5765	Exterior	7.9
PL5765LX241	7/31/18 12:25	Window	Exterior Casing	Wood	C	Deteriorated	White	PL5765	Exterior	10.4
PL5765LX242	7/31/18 12:25	Porch	Wall	Wood	C	Deteriorated	White	PL5765	Exterior	5.4
PL5765LX243	7/31/18 12:25	Porch	Ceiling	Wood	C	Deteriorated	White	PL5765	Exterior	5.3
PL5765LX245	7/31/18 12:27	Porch	Wall	Wood	D	Deteriorated	White	PL5765	Exterior	5.9
PL5765LX244	7/31/18 12:27	Porch	Ceiling	Wood	D	Deteriorated	White	PL5765	Exterior	1.8
PL5765LX247	7/31/18 12:28	Porch	Railing	Wood	D	Deteriorated	White	PL5765	Exterior	11.4
PL5765LX249	7/31/18 12:29	Porch	Column	Wood	D	Deteriorated	White	PL5765	Exterior	17.3
PL5765LX248	7/31/18 12:29	Porch	Balusters	Wood	D	Deteriorated	White	PL5765	Exterior	9.6
PL5765LX251	7/31/18 12:30	Window	Casing	Wood	D	Deteriorated	White	PL5765	Exterior	13.4
PL5765LX250	7/31/18 12:30	Window	Sash	Wood	D	Deteriorated	White	PL5765	Exterior	6.4
PL5765LX254	7/31/18 12:34	Porch	Column	Wood	A	Deteriorated	White	PL5765	Exterior	1.8
PL5765LX253	7/31/18 12:34	Porch	Balusters	Wood	A	Deteriorated	White	PL5765	Exterior	1.1
PL5765LX255	7/31/18 12:35	Porch	Ceiling	Wood	A	Deteriorated	White	PL5765	Exterior	7.2
PL5765LX256	7/31/18 12:35	Door	---	Wood	A	Deteriorated	White	PL5765	Exterior	2.3
PL5765LX257	7/31/18 12:35	Door	Casing	Wood	A	Deteriorated	White	PL5765	Exterior	2.1

**Notes:**

Alpha numerical room side designations were based on A beginning with the address side of the building and progressing clockwise around the room.

**Table E-II**  
**Summary of XRF Test Results - Lead Detected at Less Than 1 mg/cm<sup>2</sup>**

Reading No	Time	Structure	Member	Substrate	Side	Condition	Color	Site	Room	Result (mg/cm <sup>2</sup> )
PL5765LX05	7/31/18 08:58	Room	Wall	Concrete	B	Intact	Gray	PL5765	AD	0.2
PL5765LX04	7/31/18 08:58	Room	Wall	Concrete	A	Intact	Gray	PL5765	AD	0.1
PL5765LX07	7/31/18 09:01	Stair	Railing	Metal	B	Intact	Red	PL5765	AD	0.5
PL5765LX06	7/31/18 09:01	Stair	Treads	Wood	B	Intact	Gray	PL5765	AD	0.1
PL5765LX12	7/31/18 09:06	Room	Wall	Concrete	D	Intact	Light Green	PL5765	AE	0.1
PL5765LX13	7/31/18 09:07	Window	Sash	Wood	D	Intact	Gray	PL5765	AE	0.5
PL5765LX14	7/31/18 09:08	Window	Casing	Wood	D	Intact	Gray	PL5765	AE	0.8
PL5765LX15	7/31/18 09:08	Room	Ceiling	Wood	Center	Intact	Off-White	PL5765	AE	0.1
PL5765LX19	7/31/18 09:14	Room	Wall	Gypsum	B	Intact	White	PL5765	F	0.1
PL5765LX23	7/31/18 09:16	Window	Apron	Wood	C	Intact	White	PL5765	F	0.1
PL5765LX24	7/31/18 09:17	Radiator	---	Metal	C	Intact	White	PL5765	F	0.1
PL5765LX31	7/31/18 09:20	Door	---	Wood	A	Intact	White	PL5765	F	0.1
PL5765LX45	7/31/18 09:27	Pipe	Vertical	Metal	A	Intact	Stain	PL5765	G	0.4
PL5765LX46	7/31/18 09:28	Door	---	Wood	A	Intact	Stain	PL5765	G	0.3
PL5765LX53	7/31/18 09:43	Door	---	Wood	A	Intact	Pink	PL5765	G	0.4
PL5765LX54	7/31/18 09:43	Door	Casing	Wood	A	Intact	Pink	PL5765	G	0.1
PL5765LX63	7/31/18 09:48	Window	Casing	Wood	C	Intact	White	PL5765	E	0.1
PL5765LX70	7/31/18 09:57	Window	Casing	Wood	A	Intact	Varnish	PL5765	D	0.1
PL5765LX92	7/31/18 10:18	Room	Toilet	Ceramic	Center	Deteriorated	White	PL5765	K	0.3
PL5765LX100	7/31/18 10:24	Radiator	---	Metal	C	Deteriorated	Gold	PL5765	M	0.2
PL5765LX101	7/31/18 10:26	Room	Wall	Plaster	D	Deteriorated	Orange	PL5765	M	0.1
PL5765LX108	7/31/18 10:31	Room	Wall	Gypsum	A	Intact	Green	PL5765	L	0.1
PL5765LX118	7/31/18 10:36	Window	Well	Wood	A	Intact	White	PL5765	J	0.1
PL5765LX125	7/31/18 10:41	Room	Wall	Plaster	A	Deteriorated	Light Blue	PL5765	P	0.1
PL5765LX134	7/31/18 10:47	Room	Wall	Gypsum	A	Deteriorated	Pink	PL5765	R	0.1
PL5765LX171	7/31/18 11:30	Room	Wall	Gypsum	A	Deteriorated	Green	PL5765	V	0.1
PL5765LX184	7/31/18 11:37	Door	Casing	Wood	C	Deteriorated	White	PL5765	V	0.1
PL5765LX203	7/31/18 12:01	Door	Threshold	Wood	A	Deteriorated	Light Gray	PL5765	Exterior	0.2
PL5765LX208	7/31/18 12:04	Window	Exterior Sill	Wood	A	Deteriorated	White	PL5765	Exterior	0.5
PL5765LX212	7/31/18 12:06	Window	Exterior Casing	Wood	A	Deteriorated	White	PL5765	Exterior	0.7
PL5765LX213	7/31/18 12:07	Window	Exterior Casing	Wood	A	Deteriorated	White	PL5765	Exterior	0.2
PL5765LX228	7/31/18 12:18	Porch	Floor	Wood	C	Deteriorated	White	PL5765	Exterior	0.2

**Table E-III  
Summary of XRF Test Results - No Lead Detected**

Reading No	Time	Structure	Member	Substrate	Side	Condition	Color	Site	Room	Result (mg/cm <sup>2</sup> )
PL5765LX08	7/31/18 09:02	Door	---	Wood	B	Intact	Gray	PL5765	AE	0
PL5765LX09	7/31/18 09:03	Door	Casing	Wood	B	Intact	Gray	PL5765	AE	0
PL5765LX10	7/31/18 09:04	Room	Wall	Wood	C	Intact	Gray	PL5765	AE	0
PL5765LX11	7/31/18 09:05	Radiator	---	Metal	C	Intact	Light Green	PL5765	AE	0
PL5765LX16	7/31/18 09:09	Room	Wall	Wood	D	Intact	Light Green	PL5765	AF	0
PL5765LX18	7/31/18 09:14	Room	Wall	Gypsum	A	Intact	White	PL5765	F	0
PL5765LX22	7/31/18 09:16	Window	Sill	Wood	C	Intact	White	PL5765	F	0
PL5765LX25	7/31/18 09:17	Room	Wall	Gypsum	D	Intact	White	PL5765	F	0
PL5765LX30	7/31/18 09:19	Door	Casing	Wood	A	Intact	White	PL5765	F	0
PL5765LX32	7/31/18 09:20	Door	Stop	Wood	A	Intact	White	PL5765	F	0
PL5765LX33	7/31/18 09:21	Door	---	Metal	D	Intact	White	PL5765	G	0
PL5765LX34	7/31/18 09:21	Door	Casing	Metal	D	Intact	White	PL5765	G	0
PL5765LX37	7/31/18 09:23	Window	Casing	Wood	D	Intact	White	PL5765	G	0
PL5765LX38	7/31/18 09:23	Window	Sill	Wood	D	Intact	White	PL5765	G	0
PL5765LX39	7/31/18 09:24	Radiator	---	Metal	D	Intact	White	PL5765	G	0
PL5765LX41	7/31/18 09:25	Window	Casing	Wood	A	Intact	White	PL5765	G	0
PL5765LX40	7/31/18 09:25	Window	Sash	Wood	A	Intact	White	PL5765	G	0
PL5765LX43	7/31/18 09:26	Room	Baseboard	Wood	A	Intact	Stain	PL5765	G	0
PL5765LX42	7/31/18 09:26	Window	Sill	Wood	A	Intact	White	PL5765	G	0
PL5765LX47	7/31/18 09:28	Door	Casing	Wood	A	Intact	Stain	PL5765	G	0
PL5765LX48	7/31/18 09:29	Room	Ceiling	Gypsum	Center	Intact	Stain	PL5765	G	0
PL5765LX49	7/31/18 09:30	Room	Ceiling	Gypsum	Center	Intact	Stain	PL5765	G	0
PL5765LX51	7/31/18 09:32	Door	Casing	Wood	C	Intact	White	PL5765	G	0
PL5765LX52	7/31/18 09:32	Door	Casing	Wood	B	Intact	White	PL5765	G	0
PL5765LX50	7/31/18 09:32	Door	---	Wood	C	Intact	White	PL5765	G	0
PL5765LX57	7/31/18 09:44	Room	Wall	Gypsum	C	Intact	Off-White	PL5765	H	0
PL5765LX55	7/31/18 09:44	Room	Wall	Gypsum	A	Intact	Off-White	PL5765	H	0
PL5765LX56	7/31/18 09:44	Room	Wall	Gypsum	B	Intact	Off-White	PL5765	H	0
PL5765LX59	7/31/18 09:45	Door	---	Gypsum	C	Intact	Off-White	PL5765	H	0
PL5765LX58	7/31/18 09:45	Room	Wall	Gypsum	D	Intact	Off-White	PL5765	H	0
PL5765LX60	7/31/18 09:45	Door	Casing	Gypsum	C	Intact	Off-White	PL5765	H	0
PL5765LX61	7/31/18 09:47	Room	Wall	Wood	C	Intact	White	PL5765	E	0



Table E-III - Continued  
Summary of XRF Test Results - No Lead Detected

Reading No	Time	Structure	Member	Substrate	Side	Condition	Color	Site	Room	Result (mg/cm <sup>2</sup> )
PL5765LX64	7/31/18 09:49	Window	Sill	Wood	C	Intact	White	PL5765	E	0
PL5765LX65	7/31/18 09:49	Cabinets	Door	Wood	D	Intact	White	PL5765	E	0
PL5765LX66	7/31/18 09:50	Cabinets	Frame	Wood	D	Intact	White	PL5765	E	0
PL5765LX71	7/31/18 09:59	Room	Ceiling	Wood	A	Intact	White	PL5765	E	0
PL5765LX79	7/31/18 10:06	Room	Wall	Gypsum	A	Intact	White	PL5765	A	0
PL5765LX78	7/31/18 10:06	Window	Casing	Wood	A	Intact	White	PL5765	A	0
PL5765LX80	7/31/18 10:08	Room	Wall	Gypsum	B	Intact	White	PL5765	A	0
PL5765LX82	7/31/18 10:09	Room	Wall	Gypsum	C	Intact	White	PL5765	A	0
PL5765LX84	7/31/18 10:10	Door	---	Metal	C	Intact	White	PL5765	A	0
PL5765LX83	7/31/18 10:10	Door	Casing	Gypsum	C	Intact	White	PL5765	A	0
PL5765LX85	7/31/18 10:16	Door	---	Wood	B	Deteriorated	Cream	PL5765	K	0
PL5765LX86	7/31/18 10:16	Door	Casing	Wood	B	Deteriorated	Cream	PL5765	K	0
PL5765LX87	7/31/18 10:16	Room	Wall	Wood	B	Deteriorated	Cream	PL5765	K	0
PL5765LX88	7/31/18 10:17	Room	Wall	Wood	C	Deteriorated	Cream	PL5765	K	0
PL5765LX89	7/31/18 10:17	Room	Wall	Wood	D	Deteriorated	Cream	PL5765	K	0
PL5765LX90	7/31/18 10:17	Room	Wall	Wood	A	Deteriorated	Cream	PL5765	K	0
PL5765LX91	7/31/18 10:18	Room	Sink	Ceramic	Center	Deteriorated	White	PL5765	K	0
PL5765LX94	7/31/18 10:20	Window	Casing	Wood	C	Deteriorated	Cream	PL5765	K	0
PL5765LX95	7/31/18 10:20	Window	Sill	Wood	C	Deteriorated	Cream	PL5765	K	0
PL5765LX97	7/31/18 10:23	Window	Casing	Wood	C	Deteriorated	Stain	PL5765	M	0
PL5765LX98	7/31/18 10:23	Window	Sill	Wood	C	Deteriorated	Stain	PL5765	M	0
PL5765LX99	7/31/18 10:23	Room	Wall	Wood	C	Deteriorated	Stain	PL5765	M	0
PL5765LX102	7/31/18 10:27	Room	Ceiling	Plaster	Center	Deteriorated	White	PL5765	M	0
PL5765LX103	7/31/18 10:28	Room	Ceiling	Plaster	Center	Deteriorated	White	PL5765	L	0
PL5765LX105	7/31/18 10:29	Window	Casing	Wood	D	Deteriorated	Stain	PL5765	L	0
PL5765LX104	7/31/18 10:29	Window	Sash	Wood	D	Deteriorated	Stain	PL5765	L	0
PL5765LX107	7/31/18 10:30	Room	Wall	Gypsum	D	Deteriorated	Green	PL5765	L	0
PL5765LX106	7/31/18 10:30	Window	Well	Wood	D	Deteriorated	Stain	PL5765	L	0
PL5765LX109	7/31/18 10:31	Room	Wall	Gypsum	B	Intact	Green	PL5765	L	0
PL5765LX111	7/31/18 10:33	Room	Wall	Gypsum	B	Intact	Light Blue	PL5765	J	0
PL5765LX112	7/31/18 10:33	Room	Wall	Gypsum	C	Intact	Light Blue	PL5765	J	0
PL5765LX110	7/31/18 10:33	Room	Wall	Gypsum	A	Intact	Light Blue	PL5765	J	0

Table E-III - Continued  
Summary of XRF Test Results - No Lead Detected

Reading No	Time	Structure	Member	Substrate	Side	Condition	Color	Site	Room	Result (mg/cm <sup>2</sup> )
PL5765LX113	7/31/18 10:34	Room	Wall	Gypsum	D	Intact	Light Blue	PL5765	J	0
PL5765LX115	7/31/18 10:35	Window	Casing	Wood	D	Intact	White	PL5765	J	0
PL5765LX116	7/31/18 10:35	Window	Casing	Wood	A	Intact	White	PL5765	J	0
PL5765LX121	7/31/18 10:38	Door	---	Wood	C	Deteriorated	White	PL5765	J	0
PL5765LX122	7/31/18 10:38	Door	Casing	Wood	C	Deteriorated	Stain	PL5765	J	0
PL5765LX124	7/31/18 10:40	Window	Casing	Wood	A	Deteriorated	Stain	PL5765	P	0
PL5765LX126	7/31/18 10:42	Room	Baseboard	Wood	A	Deteriorated	White	PL5765	P	0
PL5765LX127	7/31/18 10:42	Radiator	---	Metal	D	Deteriorated	White	PL5765	P	0
PL5765LX128	7/31/18 10:43	Door	---	Wood	C	Deteriorated	White	PL5765	P	0
PL5765LX129	7/31/18 10:43	Door	Casing	Wood	C	Deteriorated	White	PL5765	P	0
PL5765LX130	7/31/18 10:45	Cabinets	Door	Wood	C	Deteriorated	White	PL5765	T	0
PL5765LX131	7/31/18 10:45	Cabinets	Frame	Wood	C	Deteriorated	White	PL5765	T	0
PL5765LX132	7/31/18 10:46	Door	---	Wood	A	Deteriorated	White	PL5765	R	0
PL5765LX133	7/31/18 10:47	Door	Casing	Wood	A	Deteriorated	White	PL5765	R	0
PL5765LX135	7/31/18 10:48	Room	Ceiling	Plaster	Center	Deteriorated	White	PL5765	R	0
PL5765LX136	7/31/18 10:51	Room	Wall	Plaster	C	Deteriorated	Pink	PL5765	R	0
PL5765LX139	7/31/18 10:52	Window	Sill	Wood	C	Deteriorated	White	PL5765	R	0
PL5765LX138	7/31/18 10:52	Window	Casing	Wood	C	Deteriorated	White	PL5765	R	0
PL5765LX140	7/31/18 10:53	Room	Baseboard	Wood	C	Deteriorated	White	PL5765	R	0
PL5765LX142	7/31/18 10:54	Door	Casing	Wood	D	Deteriorated	Stain	PL5765	R	0
PL5765LX141	7/31/18 10:54	Door	---	Wood	D	Deteriorated	White	PL5765	R	0
PL5765LX144	7/31/18 10:56	Door	---	Wood	C	Deteriorated	White	PL5765	U	0
PL5765LX143	7/31/18 10:56	Door	Casing	Wood	C	Deteriorated	White	PL5765	U	0
PL5765LX145	7/31/18 10:57	Room	Wall	Gypsum	C	Deteriorated	Purple	PL5765	U	0
PL5765LX146	7/31/18 10:57	Room	Ceiling	Plaster	Center	Deteriorated	White	PL5765	U	0
PL5765LX149	7/31/18 10:59	Window	Sill	Wood	A	Deteriorated	White	PL5765	U	0
PL5765LX148	7/31/18 10:59	Window	Casing	Wood	A	Deteriorated	White	PL5765	U	0
PL5765LX150	7/31/18 11:04	Window	Sash	Wood	A	Deteriorated	Varnish	PL5765	U	0
PL5765LX152	7/31/18 11:05	Room	Wall	Gypsum	B	Deteriorated	Pink	PL5765	U	0
PL5765LX151	7/31/18 11:05	Room	Wall	Wood	A	Deteriorated	Yellow	PL5765	U	0
PL5765LX153	7/31/18 11:06	Room	Wall	Gypsum	C	Deteriorated	Pink	PL5765	U	0
PL5765LX154	7/31/18 11:06	Room	Wall	Wood	D	Deteriorated	Yellow	PL5765	U	0

**Table E-III - Continued**  
**Summary of XRF Test Results - No Lead Detected**

Reading No	Time	Structure	Member	Substrate	Side	Condition	Color	Site	Room	Result (mg/cm <sup>2</sup> )
PL5765LX155	7/31/18 11:07	Door	---	Wood	C	Deteriorated	Yellow	PL5765	U	0
PL5765LX156	7/31/18 11:07	Door	Casing	Wood	C	Deteriorated	Yellow	PL5765	U	0
PL5765LX158	7/31/18 11:10	Window	Casing	Wood	C	Deteriorated	Varnish	PL5765	S	0
PL5765LX159	7/31/18 11:12	Room	Wall	Wood	C	Deteriorated	Varnish	PL5765	S	0
PL5765LX160	7/31/18 11:12	Room	Ceiling	Gypsum	Center	Deteriorated	White	PL5765	S	0
PL5765LX161	7/31/18 11:13	Radiator	---	Metal	D	Deteriorated	White	PL5765	S	0
PL5765LX162	7/31/18 11:15	Door	---	Wood	A	Deteriorated	White	PL5765	S	0
PL5765LX163	7/31/18 11:15	Door	Casing	Wood	A	Deteriorated	White	PL5765	S	0
PL5765LX165	7/31/18 11:17	Window	Casing	Wood	A	Deteriorated	White	PL5765	V	0
PL5765LX169	7/31/18 11:29	Room	Ceiling	Gypsum	Center	Deteriorated	White	PL5765	V	0
PL5765LX172	7/31/18 11:30	Pipe	Horizontal	Metal	A	Deteriorated	Green	PL5765	V	0
PL5765LX170	7/31/18 11:30	Room	Wall	Gypsum	A	Deteriorated	White	PL5765	V	0
PL5765LX173	7/31/18 11:31	Pipe	Horizontal	Metal	A	Deteriorated	White	PL5765	V	0
PL5765LX175	7/31/18 11:33	Window	Casing	Wood	A	Deteriorated	White	PL5765	V	0
PL5765LX176	7/31/18 11:34	Room	Wall	Gypsum	A	Deteriorated	White	PL5765	V	0
PL5765LX177	7/31/18 11:34	Room	Ceiling	Gypsum	Center	Deteriorated	White	PL5765	V	0
PL5765LX178	7/31/18 11:35	Room	Ceiling	Gypsum	Center	Deteriorated	White	PL5765	V	0
PL5765LX179	7/31/18 11:35	Radiator	---	Metal	Center	Deteriorated	White	PL5765	V	0
PL5765LX180	7/31/18 11:36	Room	Wall	Gypsum	D	Deteriorated	White	PL5765	V	0
PL5765LX181	7/31/18 11:36	Room	Wall	Gypsum	B	Deteriorated	White	PL5765	V	0
PL5765LX183	7/31/18 11:37	Door	---	Wood	C	Deteriorated	White	PL5765	V	0
PL5765LX182	7/31/18 11:37	Room	Wall	Gypsum	C	Deteriorated	White	PL5765	V	0
PL5765LX186	7/31/18 11:39	Door	---	Wood	D	Deteriorated	White	PL5765	X	0
PL5765LX185	7/31/18 11:39	Door	Casing	Wood	D	Deteriorated	White	PL5765	X	0
PL5765LX190	7/31/18 11:44	Door	---	Wood	B	Deteriorated	White	PL5765	Z	0
PL5765LX192	7/31/18 11:45	Door	---	Wood	B	Deteriorated	White	PL5765	Z	0
PL5765LX193	7/31/18 11:45	Door	Casing	Metal	B	Deteriorated	White	PL5765	Z	0
PL5765LX191	7/31/18 11:45	Door	Casing	Wood	B	Deteriorated	White	PL5765	Z	0
PL5765LX194	7/31/18 11:46	Door	---	Wood	D	Deteriorated	White	PL5765	Z	0
PL5765LX195	7/31/18 11:46	Door	Casing	Wood	D	Deteriorated	White	PL5765	Z	0
PL5765LX197	7/31/18 11:48	Window	Casing	Wood	C	Deteriorated	White	PL5765	AA	0
PL5765LX199	7/31/18 11:49	Room	Wall	Gypsum	A	Deteriorated	White	PL5765	AA	0

**Table E-III - Continued**  
**Summary of XRF Test Results - No Lead Detected**

Reading No	Time	Structure	Member	Substrate	Side	Condition	Color	Site	Room	Result (mg/cm <sup>2</sup> )
PL5765LX198	7/31/18 11:49	Room	Wall	Gypsum	C	Deteriorated	White	PL5765	AA	0
PL5765LX205	7/31/18 12:02	Column		Wood	A	Deteriorated	White	PL5765	Exterior	0
PL5765LX207	7/31/18 12:04	Window	Exterior Sash	Wood	A	Deteriorated	White	PL5765	Exterior	0
PL5765LX210	7/31/18 12:05	Room	Wall	Wood	A	Deteriorated	White	PL5765	Exterior	0
PL5765LX224	7/31/18 12:15	Porch	Floor	Wood	C	Deteriorated	Blue	PL5765	Exterior	0
PL5765LX223	7/31/18 12:15	Porch	Railing	Wood	C	Deteriorated	Blue	PL5765	Exterior	0
PL5765LX226	7/31/18 12:16	Door	Outer Casing	Wood	C	Deteriorated	White	PL5765	Exterior	0
PL5765LX230	7/31/18 12:19	Porch	Railing	Wood	C	Deteriorated	White	PL5765	Exterior	0
PL5765LX246	7/31/18 12:28	Porch	Floor	Wood	D	Deteriorated	Gray	PL5765	Exterior	0
PL5765LX252	7/31/18 12:33	Porch	Railing	Wood	A	Deteriorated	White	PL5765	Exterior	0
PL5765LX261	7/31/18 15:30	Door	---	Metal	D	Deteriorated	Red	PL5765	Exterior	0
PL5765LX262	7/31/18 15:31	Door	Casing	Metal	D	Deteriorated	Red	PL5765	Exterior	0

**Notes:**

Alpha numerical room side designations were based on A beginning with the address side of the building and progressing clockwise around the room.

**Table E-IV  
Summary of XRF Test Results - Calibrations**

Reading No	Time	Structure	Member	Substrate	Side	Condition	Color	Site	Room	Result (mg/cm <sup>2</sup> )
PL5765LX01	7/31/18 08:54				Calibration			PL5765		1
PL5765LX02	7/31/18 08:54				Calibration			PL5765		1
PL5765LX03	7/31/18 08:54				Calibration			PL5765		1
PL5765LX166	7/31/18 11:23				Calibration			PL5765		1.1
PL5765LX167	7/31/18 11:24				Calibration			PL5765		1
PL5765LX168	7/31/18 11:24				Calibration			PL5765		0.9
PL5765LX258	7/31/18 12:37				Calibration			PL5765		0.9
PL5765LX259	7/31/18 12:38				Calibration			PL5765		1
PL5765LX260	7/31/18 12:38				Calibration			PL5765		1

**Notes:**

Alpha numerical room side designations were based on A beginning with the address side of the building and progressing clockwise around the room.



**DORMITORY AUTHORITY  
STATE OF NEW YORK**

**PROCUREMENT CONTRACT GUIDELINES**

AMENDED 6/27/01  
9/22/04  
9/27/06  
9/22/10  
6/22/11  
6/26/13  
1/14/15  
6/24/15  
12/9/15  
10/5/16

**DORMITORY AUTHORITY OF THE STATE NEW YORK  
PROCUREMENT CONTRACT GUIDELINES**

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## **Section 1. STATEMENT OF PURPOSE**

These Guidelines are adopted pursuant to the provisions of the Act (as defined below), Section 2879 of the Public Authorities Law, as amended, and the Procurement Policy of the Dormitory Authority of the State of New York (“DASNY”). These Guidelines are designed to ensure the wise and prudent use of the resources of DASNY, its Clients and taxpayers; to guard against favoritism, extravagance, fraud and corruption; and, to facilitate the efficient and timely acquisition of goods and services for DASNY and its Clients. To help ensure that the purposes of these Guidelines are met and that there is compliance with applicable law and procedures governing procurements by DASNY, each operating division within DASNY shall involve the Procurement Unit within the Division of Construction in all purchases of goods and services by DASNY.

## **Section 2. DEFINITION OF TERMS**

Definitions. The following terms shall, for purposes of these Guidelines, have the following meanings unless the context shall clearly indicate otherwise:

- (1) “Act” shall mean the Dormitory Authority Act.
- (2) “Alternative Project Delivery System” shall mean any project delivery system, including (but not limited to) Construction Manager Build, Construction Manager at Risk and Design/ Build, pursuant to which one or more contracts for the provision of design or construction services are awarded pursuant to an open, objective and competitive method of procurement. To the extent not prohibited by applicable law, such contracts may be awarded by DASNY prior to the completion of developed designs. To the extent not prohibited by applicable law, and in a manner consistent with these Procurement Contract Guidelines, such contracts may be awarded based upon qualifications-based selection criteria which may include but not be limited to: approach to and understanding of the scope of work; technical qualifications; ability to meet project schedule; designated staff, experience and availability; MWBE participation on project team; similar project experience and/or overall responsiveness to the procurement request. DASNY may require, in its sole discretion as a condition of award, that the proposer assume all or a portion of the risk on budget, schedule or other requirements, as provided in the applicable procurement.
- (3) “Authority” shall mean the Dormitory Authority of the State New York.
- (4) “Client” shall mean those entities for which DASNY is authorized to perform work under the Act or by other statute.
- (5) “Goods” shall mean tangible goods, materials, supplies, products or other standard articles of commerce other than technology and printing. For purposes of these Procurement Guidelines, the term “goods” shall also include “commodities” as defined elsewhere in applicable law and/or DASNY policies and procedures.



- (6) “Construction Manager At Risk” shall mean a method of procurement whereby: (i) a construction manager serves as part of a team in conjunction with the owner in the design phase of the project; (ii) during the construction phase, acts as general contractor for agreed upon compensation as set forth in the construction manager at risk agreement; and (iii) assumes the risk of construction costs exceeding an amount specified in the Construction Manager at Risk agreement.
- (6-a) Construction Manager Build (“CM-Build”) is a project delivery method whereby a construction manager: (i) serves as part of a team in conjunction with the owner in the design phase of the project; (ii) under the oversight of the owner acts as the single source of responsibility to bid, select and hold construction contracts on behalf of the owner during the construction phase; and (iii) manages the construction project on behalf of the owner.
- (7) “Counsel” shall mean an attorney in the regular employment of DASNY.
- (8) “Competitive Basis” shall mean any of the Source Selection Methods enumerated in Paragraph B of Section 3 of these Guidelines.
- (9) “Completion Contract” shall mean contracts for the completion of existing contracts that have been the subject of contractor default, termination or the exercise of owner’s right to do work.
- (10) “Critical Contracts” shall mean Procurement Contracts which must be awarded within a specific time period because delay of award would have a serious adverse effect on DASNY that outweighs the benefits of advertising or reporting in the Contract Reporter as determined by the President or his or her designee.
- (11) “Design/Build” shall mean a Procurement Contract under which the contractor is to provide both design and construction services under a single contract but further requires that any professional services regulated by articles one hundred forty-five, one hundred forty-seven and one-hundred forty eight of the education law be performed by a professional licensed in accordance with such articles.
- (12) “Diversity Practices” shall mean the contractor’s practices and policies with respect to:
- a. utilizing certified Minority and Women-Owned Business Enterprises as subcontractors and suppliers on contracts awarded by DASNY to the contractor; and
  - b. entering into partnerships, joint ventures or other similar arrangements with certified Minority and Women-Owned Business Enterprises.
- (13) “Exempt Contracts” shall mean: (i) any written agreement for goods or services for

which a procurement process is impractical, including but not limited to, tuition and other expenses incurred for employee training; services provided by monopolies, utilities and hotels; transportation services; contracts for computer or telephone hardware, software or services where current Authority license or use restrictions render competition impractical; and (ii) Completion Contracts-.

- (14) “Foreign Business Enterprise” shall mean a business enterprise, including a sole proprietorship, partnership or corporation, which offers for sale, lease or other form of exchange, goods sought by DASNY and which are substantially produced outside New York State, or services sought by DASNY and which are substantially performed outside New York State. For purposes of construction services, a Foreign Business Enterprise shall mean a business enterprise, including a sole proprietorship, partnership or corporation, which has its principal place of business outside New York State.
- (15) “Minority-Owned Business Enterprise” shall have the same meaning ascribed thereto by Article 15-A of the Executive Law and shall include any business enterprise, including a sole proprietorship, partnership or corporation that is:
- a. at least fifty-one percent owned by one or more of the following minority groups: Blacks, Hispanics, Asians, Pacific Islanders or Native Americans, or, in the case of a publicly-owned business, at least fifty-one percent of the common stock or other voting interests of which is owned by Blacks, Hispanics, Asians, Pacific Islanders or Native Americans;
  - b. an enterprise in which the minority ownership is real, substantial and continuing;
  - c. an enterprise in which the minority ownership has, and exercises, the authority to control independently the day-to-day business decisions;
  - d. an enterprise authorized to do business in New York State, independently owned and operated, and not dominant in its field;
  - e. an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and
  - f. an enterprise that is a Small Business as defined in Article 15-A of the Executive Law.
- (16) “New York State Business Enterprise” shall mean a business enterprise, including a sole proprietorship, partnership, or corporation, which offers for sale or lease or other form of exchange, goods which are sought by DASNY and which are

substantially manufactured, produced or assembled in New York State, or services which are sought by DASNY and which are substantially performed within New York State. For purposes of construction services, a New York State Business Enterprise shall mean a business enterprise, including a sole proprietorship, partnership or corporation that has its principal place of business in New York State.

- (17) “New York Resident” shall mean a natural person who maintains a fixed, permanent and principal home located within New York State and to which such person, whenever temporarily located, always intends to return.
- (18) “Officer” shall mean any person so defined in the By-Laws of DASNY.
- (19) “Procurement Contract” shall mean any written agreement to which DASNY is a party for the acquisition of goods or services of any kind in the actual or estimated amount of five thousand dollars (\$5,000) or more.
- (20) “Procurement Contractor” shall mean any contractor, consultant or vendor who enters into a Procurement Contract with DASNY.
- (21) “Procurement Contracts for Goods” shall mean any written agreement entered into by DASNY primarily for the acquisition of goods in the actual or estimated amount of five thousand dollars (\$5,000) or more unless the goods are procured as part of a Procurement Contract for Non-Professional Services.
- (22) “Procurement Contracts for Non-Professional Services” shall mean any written agreement entered into by DASNY for the acquisition of services (other than Professional Services) and related goods, including construction contracts and Alternative Project Delivery System contracts, in the actual or estimated amount of five thousand dollars (\$5,000) or more.
- (23) “Procurement Contract for Professional Services” shall mean any written agreement for services involving the exercise of discretion, knowledge or expertise that are performed for fee, commission or other compensation by persons or organizations not providing such services in their capacities as officers or employees of DASNY or of any state agency or public corporation in the actual or estimated amount of five thousand dollars (\$5,000) or more. Professional Services include, but are not limited to, management consulting, investment banking, financial services, insurance, planning, training, statistical, research, public relations, architectural, engineering, surveying or any other services of a consulting, technical or professional nature. Professional Services shall not include any contract for the retention of outside counsel or independent auditors, which are procured separately and shall remain subject to independent approval of the DASNY Board of Directors in accordance with the DASNY By-Laws. Professional Services that may be required by DASNY include without limitation:

- a. Intentionally deleted.
- b. Appraisal - independent appraisals of properties or art work.
- c. Art Work - provide selected art objects for display to enhance the aesthetic appearance of Authority projects.
- d. Construction and Design Consulting.
  - i. Architectural - professional architectural services related to the design and construction of Authority and Client-owned facilities.
  - ii. Construction Management - management services on certain designated Authority projects including on-site inspections and overall coordination of all prime construction contracts.
  - iii. Controlled Inspection - professional engineering services to assure conformance to certain requirements of New York State and City Building Code.
  - iv. Engineering - professional engineering services related to the design and construction of Authority and Client-owned facilities.
  - v. Scheduling - construction Critical Path Method (CPM) scheduling services or other scheduling services as may be required.
  - vi. Surveying - surveys of Authority and Client-owned, or to be acquired, properties to establish boundaries, utility locations, etc.
  - vii. Test Boring - test borings services for the purpose of analyzing sub-surface soil conditions on Authority construction sites.
  - viii. Testing - technical testing services on various construction projects to assure adherence to quality of materials and design intent.
- e. Credit Facility - municipal bond insurance, letters of credit, surety bonds or other contracts that secure the repayment of obligations issued by DASNY, constitute part of a debt service reserve fund or provide liquidity for obligations rendered for purchase or redemption.
- f. Custody and Safekeeping Services - custody and safekeeping services to secure Authority investments and receive and evaluate underlying collateral.
- g. Data Processing Services - including report generating and printing services for DASNY which are not programmed to be run on site, programming services as may be required and systems maintenance and support.

- h. Equipment Maintenance - maintenance for the routine service and repair of office, data processing or other equipment.
  - i. Financial Advice - independent advice with regard to Authority investments and the structure of Authority debt instruments.
  - j. Legal - bond and other outside counsel retained by DASNY.
  - k. Investment Banking - purchase of Authority bonds, including assistance in the preparation, marketing, distribution and sale of Authority debt issues.
  - l. Management Consulting - analysis and recommendations concerning DASNY's structure and operation, including but not limited to, data processing and telecommunications services and training.
  - m. Minority Business Enterprise Consultants - technical assistance services to Minority Owned Business Enterprises to facilitate their participation in DASNY's construction program
  - n. Mortgage Servicing - services involving the collection of monthly mortgage payments on insured mortgages, maintaining escrow accounts, transmittal of mortgage insurance premiums to the insurer, submission of advances for insurance, filing of notices, and in the event of default, processing claims for benefits to the insurer.
  - o. Trustee Banking Services - banking services to monitor the timely receipt of debt service payments, compliance with reserve requirements, retirement of debt, collateral evaluations, and other services as required by the various bond resolutions.
  - p. Training - supervisory and special skills training to Authority employees.
  - q. Typographical/Printing – financial printing services based upon specifications and detail developed by DASNY; technical printing services relative to the reproduction of construction documents for the purpose of securing completion; graphic, layout, and printing services in connection with production of DASNY's annual report and any special reports that may be required.
  - r. Such other Professional Services DASNY determines to be necessary pursuant to paragraph A of Section 5 hereunder.
- (24) "Procurement Policy" shall mean the Procurement Policy of DASNY that was developed by the Board of DASNY pursuant to which these Guidelines were adopted.

- (25) “Procurement Record” shall mean: (i) the documentation of the deliberative process by which a Procurement Contractor is selected and the approach taken in the procurement process; and (ii) the documentation pertaining to each contract amendment to any Procurement Contract.
- (26) “Re-bid Contracts” means contract opportunities being re-bid or re-solicited within forty-five business days after bids or proposals were originally due pursuant to publication in the Contract Reporter.
- (27) “Small Business” shall have the same meaning ascribed thereto by Article 15-A of the Executive Law and shall include a business which has a significant business presence in the State of New York, is independently owned and operated, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the Director of the Division of Minority and Women’s Business Development, but not to exceed three hundred, taking into consideration factors which include, but are not limited to, Federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto.
- (28) “Source Selection Method” shall mean any method of procurement set forth in Paragraphs B and C of Section 3 of these Guidelines.
- (29) “The 2010 Disparity Study” shall refer to the disparity study conducted by the Director of the Division of Minority and Women-Owned Business Development regarding the participation of Minority and Women-Owned Business Enterprises in the state contracting marketplace.
- (30) “Women-Owned Business Enterprise” shall have the same meaning ascribed thereto by Article 15-A of the Executive Law and shall include any business enterprise, including a sole proprietorship, partnership or corporation that is:
- a. at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women, or, in the case of a publicly-owned business, at least fifty-one percent of the common stock or other voting interests of which is owned by United States citizens or permanent resident aliens who are women;
  - b. an enterprise in which the women ownership is real, substantial and continuing;
  - c. an enterprise in which the women ownership has, and exercises, the authority to control independently day-to-day business decisions;
  - d. an enterprise authorized to do business in New York State, independently owned and operated, and not dominant in its field;

- e. an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and
- f. an enterprise that is a Small Business as defined in Article 15-A of the Executive Law.

### **Section 3. SOURCE SELECTION METHODS**

- A.
  - 1. All Procurement Contracts shall be awarded using a Competitive Basis unless these Guidelines, the Procurement Policy and any applicable provisions of law permit the use of another Source Selection Method. Such contracts shall be awarded: (i) in accordance with the Act, other applicable provisions of law, the Procurement Policy, these Guidelines and other applicable DASNY procedures, including without limitation any procedure relating to the solicitation of quotes from qualified vendors; (ii) on terms most favorable to DASNY and its Clients; and (iii) be supported by a written Procurement Record.
  - 2. Prior to using any other Source Selection Method, DASNY must, in accordance with the requirements of section 162 of the State Finance Law insofar as it applies to public authorities, first ascertain whether the goods or services are required to be obtained from a Preferred Source as provided in Section 3.C.6 of these Guidelines.

**B. SOURCE SELECTION METHODS (COMPETITIVE BASIS):** Subject to the requirements of these Guidelines, Procurement Contractors may be selected using one of the following competitive Source Selection Methods:

- 1. Centralized Contracts. Services, goods or materials may be obtained through contracts or other arrangements of the State of New York (e.g., New York State Office of General Services) or the United States General Services Administration or contracts or other arrangements of any health care, educational institution or local governmental Clients provided that the procurement complies with applicable procurement laws, regulations and guidelines for the use of such contracts.
- 2. Comparative Pricing. Solicitation of qualified potential contractors and analysis of the cost of each good, material or service required.

3. Competitive Bid. Solicitation of price bids by advertising for specified services (other than Professional Services), goods, materials, to be awarded to the lowest responsible bidder after the submission of a responsive bid.
4. Competitive Negotiations. Solicitation of qualified potential contractors who have submitted materials for a Procurement Contract not subject to Competitive Bid, which permits further negotiation of their proposals, including prices for contract award, on the basis of a formal evaluation of the characteristics, quality and cost of such proposals.
5. Mental Hygiene and SUNY Dormitory Projects Under \$80,000. DASNY may award Procurement Contracts valued at eighty thousand dollars (\$80,000) or less (or such other monetary limit as shall be specified in applicable law) utilizing Comparative Pricing for authorized Mental Hygiene and SUNY Dormitory projects.
6. Job Order Contracts. DASNY may award Procurement Contracts or work orders to Procurement Contractors who have been selected, pursuant to a Competitive Basis, to participate in the Job Order Contract program. A Job Order Contract consultant shall be selected to develop contract documents necessary to procure Job Order Contractors, and to implement execution procedures and training.
7. Requests for Proposals. Solicitation of specific proposals to determine the proposer's understanding of identified financial, organizational, logistical and technical requirements and/or problems and detailing elements of performance including techniques and procedures as well as prices. Award of a Procurement Contract using this method is made on the basis of a formal evaluation of the qualifications of the proposers and the characteristics, quality and cost of such proposals.
8. Requests for Qualifications. A solicitation used in connection with any Procurement Contract to be awarded on a Competitive Basis for which DASNY is authorized by law to establish a pre-qualified list of Procurement Contractors in order to retain a qualified pool of Procurement Contractors.
9. Term Contracts. Procurement Contracts entered into by DASNY on a Competitive Basis for a specific period of time for either (i) Professional Services or (ii) other than Professional Services.
10. Other State Authority Procurement Contracts – Procurement Contracts of other state authorities as defined in section 2 of the Public Authorities Law shall be deemed a Procurement Contract of DASNY subject to:



- (i) written approval from the President, in his or her sole discretion, which approval shall include a statement that the use of the applicable state authority Procurement Contract is necessary to address a DASNY and/or DASNY client need; and
- (ii) a written determination by DASNY's General Counsel that:
  - (a) the subject matter of the other state authority Procurement Contract is not covered by another valid and existing DASNY procurement (in lieu of which, the DASNY procurement shall apply); and
  - (b) the selected vendor has been procured by the other state authority on a competitive basis in a manner which is substantially consistent with DASNY's Guidelines and consistent with all other applicable law.

**C. SOURCE SELECTION METHODS (NON-COMPETITIVE BASIS):**

Subject to the requirements of these Guidelines, Procurement Contractors may be selected using one of the following non-competitive Source Selection Methods:

1. Assignment. DASNY may acquire contracts through assignment from Clients or their legal subsidiaries. The assignor shall certify that such contracts were awarded pursuant to applicable procurement laws, regulations and guidelines and, if required, that a competitive process was employed.
2. Completion Contract. DASNY may enter into contracts for the completion of existing contracts that have been the subject of contractor default, termination or the exercise of owner's right to do work. Except as otherwise required by any law or regulation, DASNY shall seek competition to the extent required by procedures adopted by DASNY.
3. Designation. DASNY may enter into Procurement Contracts with Procurement Contractors that are designated by Clients or their legal subsidiaries, provided that such designation is not inconsistent with any legal requirement applicable to DASNY. The designator, in the case of public clients, shall certify that such Procurement Contractors were selected pursuant to applicable procurement laws, regulations and guidelines and, if required, that a competitive process was employed.
4. Emergency Contract. In the case of an emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting property or other interests of DASNY or life, health or safety require immediate action, the President or an Officer

designee may award a Procurement Contract without the use of a Competitive Basis. A record setting forth the circumstances under which such contract was let shall be maintained with the contract.

5. Certain Discretionary Purchases: Public Authorities Law §2879[3][b][i] authorizes the Board of Directors to define the circumstances under which DASNY may facilitate (a) the purchase of goods or services from Small Businesses or certified Minority or Women-Owned Business Enterprises, and (b) goods or technology that are recycled or remanufactured, in an amount not exceeding two hundred thousand dollars without a formal competitive process. In accordance with this authority, DASNY shall establish a Discretionary Purchase Procedure setting forth the parameters under which procurements for such goods or services may be made. Such procedure shall at a minimum contain provisions relating to: the development and maintenance of a list of qualified Small Business and certified Minority of Women-Owned Business Enterprises; the provision of notice and compliance with State publication requirements; and the duty to maintain a written Procurement Record in accordance with these Guidelines. Such Discretionary Purchases shall not exceed two hundred thousand dollars and shall comply with applicable law (including section 162 of the State Finance Law insofar as it applies to public authorities). Notwithstanding the definition of “small business” contained in Section 2(27) hereof, for purposes of certain discretionary purchases, “small business” shall mean a business that is resident in this State, independently owned and operated, not dominant in its field, and employs not more than one hundred people.
  
6. Preferred Sources. Goods or services may be available from any provider who has been afforded Preferred Source status in accordance with section 162 of the State Finance Law, including the Department of Correctional Services Industries Program and qualified charitable agencies for the blind. If a Preferred Source has goods or services available in the form, function and utility consistent with the needs of DASNY, such goods or services shall be procured in accordance with the requirements of State Finance Law section 162. If a good or service is not available in form, function and utility consistent with the needs of DASNY from a Preferred Source, DASNY may then exercise its authority to utilize any of the Source Selection Methods set forth in these Guidelines.

7. Single Source. When DASNY determines, and the President approves in writing, that a Procurement Contract may be awarded on other than a Competitive Basis because, even though two or more firms can supply the required goods or services, one particular firm has unique knowledge or expertise with respect to the required goods or services rendering the use of a Competitive Basis method of selection impractical or other material or substantial reasons exist for awarding the Procurement Contract on other than a Competitive Basis.
8. Sole Source. When DASNY determines, and the President approves in writing, that there is only one source for required goods or services, a Procurement Contract for that good or service may be awarded on other than a Competitive Basis. In addition, Exempt Contracts, other than Completion Contracts, may also be procured on a Sole Source basis without the approval of the President.

#### **Section 4. PUBLICATION REQUIREMENTS FOR SOURCE SELECTION METHODS**

The following publication requirements shall apply to Procurement Contracts:

- A. Methods of obtaining Bids and Proposals. The solicitation of bids, proposals or submissions of qualification data or offers for Procurement Contracts shall be made by DASNY in a manner determined by DASNY to be the most cost effective method of providing reasonable competition. For Procurement Contracts that must be awarded on a Competitive Basis, the requirements may include advertisement in appropriate newspapers or trade journals and may also include direct mailings to firms considered qualified and such other outreach mechanisms as are consistent with the policy of these Guidelines, including the Minority and Women-Owned Business Enterprise provisions herein.
- B. Procurement Opportunities Newsletter – Contracts Under \$50,000. In the case of Procurement Contracts having a value greater than five thousand dollars (\$5,000) but less than fifty thousand dollars (\$50,000), DASNY will provide a quarterly listing of such Procurement Contracts for publication in the Procurement Opportunities Newsletter (“Contract Reporter”) published by the New York State Department of Economic Development to the extent permitted or required by law.
- C. Procurement Opportunities Newsletter – Contracts \$50,000 or More. In the case of Procurement Contracts in the actual or estimated amount of fifty thousand dollars (\$50,000) or more, the Authority will place a notice of all such opportunities in the Contract Reporter.
- D. Publication on Authority’s Website - All competitive Procurement Contracts should be made available on DASNY’s website concurrent with or after

publication in the NYS Contract Reporter.

- E. Exemptions from Publication Requirement - The requirements in Paragraphs B, C and D above relative to publications in the Contract Reporter and on DASNY's website shall not apply to Procurement Contracts awarded pursuant to the following method
1. Assignment;
  2. Centralized Contracts;
  3. Critical Contracts;
  4. Designation;
  5. Emergency Contracts;
  6. Exempt Contracts;
  7. Preferred Sources;
  8. Re-bid Contracts;
  9. Single Source; or,
  10. Sole Source.
- F. Post-Award Publication Requirements- Whenever a Procurement Contract is let or awarded as a Critical Contract, Emergency Contract, Single Source or Sole Source and a notice has not been published in the Contract Reporter prior to the award or letting of the contract as permitted by Paragraph E above, DASNY shall, after the award or letting of the Procurement Contract, publish a notice of such award or letting stating the basis for not publishing advance notice of the procurement.

**Section 5. REQUIREMENTS REGARDING THE SELECTION OF CERTAIN PROCUREMENT CONTRACTORS**

- A. Procurement Contracts for Professional Services. DASNY shall award Procurement Contracts for Professional Services on a Competitive Basis unless the Procurement Contract is an Exempt Contract or is awarded using any of the non-competitive Source Selection Methods. Before entering into a Procurement Contract for Professional Services, DASNY should consider whether the contemplated services are best provided by Authority staff or external consultants. Capacity, expertise and cost shall be considered in making the determination. In addition, DASNY shall assure that the award of such contract is made to a Procurement Contractor evidencing proven experience with projects of the scope, magnitude and complexity that are the subject of the contract and that such contractor has the ability to perform all work required in a professional and timely manner. DASNY shall also consider factors such as financial responsibility, reliability, skill, past performance on Authority projects, judgment and integrity. As part of the competitive process, DASNY shall:
1. solicit proposals from several firms known to be qualified in the area of the service to be provided;

2. evaluate those proposals received on the basis of the proposers' qualifications and other appropriate factors recited in the Request for Proposals. Contract price and fee may be the subject of Competitive Negotiation;
3. establish a Procurement Record;
4. in the procurement of architectural, engineering, construction management and surveying services with respect to Authority projects, DASNY may request such professional firms to submit statements of their qualifications (RFQ's) and performance data and rank each professional firm submitting such statements and performance data on the basis of its demonstrated competence and qualifications for the type of professional services rendered. DASNY may utilize Competitive Negotiations for architectural, engineering construction management and surveying services with the highest qualified professional firm at a fee determined by DASNY to be fair and reasonable;
5. DASNY shall not refuse to negotiate with an architecture, engineering or surveying firm solely because the ratio of the "allowable indirect costs" to direct labor costs of such professional firm or the hourly labor rate in any labor category of such professional firm exceeds a limitation generally set by DASNY in the determination of the reasonableness of the estimated cost of services to be rendered by such professional firm, but rather DASNY should also consider the reasonableness of cost based on the total estimated cost of the service of such professional firm which should include, among other things, all the direct labor costs of such professional firm for such services plus all "allowable indirect costs," other direct costs, and negotiated profit of such professional firm. "Allowable indirect costs" of such a professional firm are defined as those costs generally associated with overhead which cannot be specifically identified with a single project or contract and are considered reasonable and allowable under specific State contract or allowable limits;
6. maintain written procedures to be used in connection with Requests for Proposals and Competitive Negotiations that are consistent with these Guidelines and that contain provisions relating to the solicitation, evaluation and selection of service contractors to which Procurement Contracts for Professional Services are to be awarded. These procedures shall also provide for, among other things, the promotion of Minority and Women-Owned Business Enterprises, New York State Business Enterprises, New York State Residents and Small Businesses and an assessment of the Diversity Practices of Procurement Contractors in accordance with the provisions of Article 15-A of the Executive Law and any regulations promulgated thereunder; and

7. request contractors to submit completed New York State Vendor Responsibility Questionnaires which shall be processed according to the procedures adopted by the Council of Contracting Agencies pursuant to Executive Order No. 125 in accordance with the procedures adopted by DASNY pursuant to these Guidelines. In addition, DASNY may request additional information from contractors deemed necessary to assist in making determinations to award Procurement Contracts.

The requirements of this subsection shall also apply to the award of contracts for the retention of outside counsel and independent auditors.

- B. Procurement Contracts for Non- Professional Services- Construction. The award of construction contracts by DASNY is authorized by legislation that may or may not require contracts to be awarded pursuant to Competitive Bids and the drawing of separate specifications for the major categories of work, i.e., plumbing, electrical and heating, ventilating, and air conditioning work. In those program areas where Competitive Bids are not required by statute, DASNY shall select its construction contractors using a Competitive Basis (including Competitive Bids) unless the Procurement Contract is an Exempt Contract or is made using any of the following Source Selection Methods: Assignment, Designation, Emergency Contract, Single Source or Sole Source. In addition, all Authority-held construction contracts must require compliance by contractors and subcontractors with the provisions of the Labor Law requiring the payment of prevailing wage rates.

Any method of procurement employed for any construction contract shall assure that the work is done by qualified and experienced contractors at the lowest price to DASNY. If a contract is awarded on a Competitive Basis, DASNY shall assure that the award of such contract is made to a contractor evidencing proven experience with projects of the scope, magnitude and complexity of the facilities that are the subject of the contract and that such contractor has the ability to perform all work required in a professional and timely manner. In addition, DASNY shall consider factors such as financial and other responsibility, reliability, skill, past performance on Authority projects, judgment and integrity. Determinations of the responsibility of bidders shall be made consistent with the guidelines established by Executive Order No. 170.1.

For construction contracts of ten thousand dollars (\$10,000) or more, Procurement Contractors shall submit completed New York State Vendor Responsibility Questionnaires which shall be processed according to the procedures adopted by the Council of Contracting Agencies pursuant to Executive Order No. 125. In addition, DASNY may request additional information from Procurement Contractors deemed necessary to assist in making determinations to award Procurement Contracts.

DASNY shall maintain written procedures consistent with these Guidelines concerning the solicitation, evaluation and selection of Procurement Contractors to which Procurement Contracts for construction services are to be awarded. These procedures shall also provide for, among other things, the promotion of Minority and Women-Owned Business Enterprise, New York State Business Enterprises, New York State Residents and Small Businesses and an assessment of the Diversity Practices of Procurement Contractors in accordance with the provisions of Article 15-A of the Executive Law and any regulations promulgated thereunder.

All Alternative Project Delivery System contracts shall be awarded pursuant to a Request for Proposals Source Selection Method. Alternative Project Delivery System contracts shall not be utilized unless: (i) this method of procurement is permitted under applicable law; and (ii) DASNY and its client concur in writing prior to the commencement of the procurement process that the use of an Alternative Project Delivery System contract is in the best interests of the project and in support of that determination, identify the specific benefits, such as schedule, financial, or project feasibility, expected to be gained from an Alternative Project Delivery System method of procurement.

C. Procurement Contracts for Goods and Other Non-Professional Services. DASNY shall award Procurement Contracts for goods (including but not limited to, materials, fixtures, furnishings and equipment) and services (other than Professional Services and construction services) in the following manner:

1. Consult with the Client to establish a realistic furnishings and equipment budget based upon that Client's program.
2. Prepare, when required, Competitive Bid documents and comply with advertisement requirements or, if Competitive Bidding is not required by statute, utilize a Competitive Basis (including Competitive Bids) unless the Procurement Contract is an Exempt Contract or is made using one of the following Source Selection Methods: Assignment, Centralized Contracts, Designation, Emergency Contract, Preferred Source, Discretionary Purchases, Single Source or Sole Source.
3. Evaluate Competitive Bids received or analyze Comparative Pricing costs and make recommendations to the client.
4. Prepare contracts and/or purchase orders.
5. Monitor vendors for quality control and timely deliveries.
6. Assist the Client in the receipt and placing of furnishings and equipment.

7. Verify the quantities received and the quality of the products in light of the specifications, and monitor the vendor invoices for timely payments.
  8. DASNY shall maintain written procedures that are consistent with these Guidelines concerning the solicitation, evaluation and selection of vendors and suppliers to which Procurement Contracts for goods and materials shall be awarded. These procedures shall provide for, among other things, the promotion of Minority and Women-Owned Business Enterprises, New York State Business Enterprises, New York State Residents and Small Businesses and an assessment of the Diversity Practices of Procurement Contractors in accordance with the requirements of Article 15-A of the Executive Law and any regulations promulgated thereunder.
- D. Review of Unsuccessful Bids (Debriefing Requirements). In the event that an unsuccessful bidder or proposer requests DASNY to review the award of a Procurement Contract to a bidder or proposer other than itself, DASNY shall afford the unsuccessful bidder or proposer the opportunity to review its bid or proposal with DASNY. In addition, DASNY shall provide the reasons to the unsuccessful bidder or proposer for not receiving the award of the Procurement Contract. DASNY shall ensure that in the process of reviewing the bid or proposal of an unsuccessful bidder or proposer that such bidder or proposer is treated in a fair and equitable manner.
- E. Promotion of Minority and Women-Owned Business Enterprises. It is the goal of DASNY to (a) promote and assist participation by Certified Minority and Women-Owned Business Enterprises in competition for Procurement Contracts and to (b) award a fair share of Procurement Contracts to Certified Minority and Women-Owned Business Enterprises. It is also DASNY's goal to award contracts to those contractors who have evidenced compliance with the laws of the State of New York prohibiting discrimination in employment. DASNY recognizes that this goal may be achieved by awarding Procurement Contracts to those firms who have demonstrated that they do not discriminate in employment. Furthermore, if the performance of any contract permits or requires the use of a subcontractor, said contract shall require the contractor to act affirmatively to secure participation by Certified Minority and Women-Owned Business Enterprises in such subcontract and to report the nature and extent of such efforts to DASNY. All Procurement Contracts, where required, shall be in compliance with Article 15-A of the Executive Law.
1. In furtherance of the above, and to promote the use of Certified Minority and Women-Owned Enterprises in Procurement Contracts, DASNY shall:
    - i. establish appropriate goals for participation of Minority and Women-Owned Business Enterprises in Procurement Contracts and for the utilization of Minority and Women-Owned Business Enterprises as



subcontractors and suppliers by entities having Procurement Contracts with DASNY in accordance with Article 15-A of the Executive Law and any regulations promulgated thereunder.

- ii. solicit offers from Minority and Women-Owned Business Enterprises known to have experience in the area of the goods or service to be provided, regardless of the type of contract.
- iii. provide notice of any procurement to appropriate professional organizations that serve Minority and Women-Owned Business Enterprises so that members of these organizations are apprised of potential opportunities to contract with DASNY.
- iv. maintain a database of Minority and Women-owned Business Enterprises that have expressed interest in doing business with DASNY and ensure that such entities receive direct notice of any impending procurements.
- v. consult any list maintained by any State agency or department known to DASNY, including the Department of Economic Development, which identifies Minority and Women-Owned Business Enterprises by area of expertise and shall contact appropriate Certified Minority and Women-Owned Business Enterprises listed therein to solicit their offers.
- vi. designate appropriate staff to oversee DASNY's programs established to promote and assist: (i) participation by certified Minority or Women-owned Business Enterprises in DASNY's procurement opportunities and facilitation of the award of procurement contracts to such enterprises; (ii) the utilization of certified Minority and Women-Owned Business Enterprises as subcontractors and suppliers by entities having procurement contracts with DASNY; and (iii) the utilization of partnerships, joint ventures or other similar arrangements between certified Minority and Women-Owned Business Enterprises and other entities having procurement contracts with DASNY. Such staff shall be familiar with the procurement of the types of construction, financial, legal or professional services utilized by DASNY, report directly to DASNY's President and either directly or through their designees participate in the procurement process.
- vii. Establish requirements to conduct procurements in a manner that will enable DASNY to achieve the maximum feasible portion of the goals established pursuant to subparagraph (i) of this subsection and that eliminates barriers to participation by Minority and Women-Owned Business Enterprises on Procurement Contracts. Such procedures shall, in accordance with the requirements of section 2879 of the

Public Authorities Law, include, without limitation:

- a. a requirement that each contract solicitation document accompanying each solicitation provide the expected degree of Minority and Women-Owned Business Enterprise participation;
- b. provisions relating to joint ventures, under which a bidder may count toward meeting its Minority Business Enterprise Participation goal, the Minority and Women-Owned Business Enterprise portion of the joint venture;
- c. provisions under which DASNY may waive obligations of the contractor relating to Minority and Women-Owned Business Enterprise participation after a showing of good faith efforts to comply with the requirements of these Guidelines and all applicable laws pursuant to the waiver provisions contained in Article 15-A of the Executive Law; and
- d. verification that Minority and Women-Owned Business Enterprises listed in a successful bid are participating to the extent listed on the project for which the bid was submitted

2. In implementing the provisions of this Section E, DASNY shall:

- a. Consider, where practicable, the severability of construction projects and other bundled contracts;
- b. Implement a program that will enable it to evaluate each contract to determine the appropriateness of the established goal;
- c. Consider compliance with the requirements of any federal law concerning opportunities for Minority and Women-Owned Business Enterprises which effectuates the purpose of this section; and
- d. Consult the most recent disparity study pursuant to Article 15-A of the Executive Law.

F. Promotion of New York State Business Enterprises and New York State Residents. It is the goal of DASNY to promote the participation of New York State Business Enterprises and New York State Residents in Procurement Contracts. Accordingly, the following procedures shall apply:

1. DASNY shall collect and consult the specifications of New York State Business Enterprises in developing specifications for any Procurement Contract for the purchase of goods where possible, practicable, feasible and consistent with open bidding. DASNY shall, where feasible, make

use of the stock item specification forms prepared by the New York State Commissioner of General Services, and where necessary, consult with said Commissioner in developing such specifications and making such determinations.

2. DASNY shall, with the cooperation of the Department of Economic Development and through cooperative efforts with contractors, provide for the notification of New York State Business Enterprises of opportunities to participate as subcontractors and suppliers on Procurement Contracts let by DASNY in an amount estimated to be equal to or greater than one million dollars and promulgating procedures which will assure compliance by contractors with such notification as a condition of awarding bids. Such contractors shall, as supplementary materials to their bids, document their efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on Procurement Contracts equal to or greater than one million dollars; attest to compliance with the federal Equal Employment Opportunity Act of 1972 (P.L. 92-261) as amended; and document their efforts to provide notification to New York State Residents of employment opportunities through listing any such positions with the community service division of the New York State Department of Labor or providing for such notification in such manner as is consistent with existing collective bargaining contracts or agreements.
3. DASNY shall include in all bid documents provided to potential bidders a statement that information concerning the availability of New York State subcontractors and suppliers is available from the New York State Department of Economic Development; a statement notifying potential bidders located in foreign countries that DASNY may assign or otherwise transfer offset credits created by such Procurement Contracts to third parties located in New York State, and it is the policy of New York State to encourage the use of New York State subcontractors and suppliers, and to promote the participation of Certified Minority and Women Owned Business Enterprises where possible, in the procurement of goods and services.
4. DASNY, with the cooperation of the community service division of the New York State Department of Labor and through cooperative effort with contractors, shall provide for the notification of New York State Residents of employment opportunities arising in New York State out of Procurement Contracts let by DASNY in an amount estimated to be equal to or greater than one million dollars, and shall require contractors to submit post-award compliance reports documenting their efforts to provide such notification through listing any such positions with the community service division, or providing for such notification in such manner as is consistent with existing collective bargaining contracts or agreements.

5. DASNY shall notify the New York State Commissioner of Economic Development of the award of a Procurement Contract for the purchase of goods from a Foreign Business Enterprise in an amount equal to or greater than one million dollars simultaneously with notifying the successful bidder therefore. DASNY shall not thereafter enter into a Procurement Contract for said goods until at least fifteen days has elapsed, except for Procurement Contracts awarded on an emergency or critical basis. The notification to the Commissioner of Economic Development shall include the name, address and telephone and facsimile number of the Foreign Business Enterprise, the amount of the proposed Procurement Contract and the name of the individual at the Foreign Business Enterprise or acting on behalf of the same who is principally responsible for the proposed Procurement Contract.
  6. DASNY shall comply with the provision of paragraphs (b), (c) and (d) of subdivision five of section 2879 of the Public Authorities Law in relation to dealing with discriminatory jurisdictions as such term is defined therein.
- G. Approval and Annual Review of Certain Contracts. DASNY may enter into Procurement Contracts for Professional Services for periods of longer than one year in accordance with these Guidelines provided such contracts are presented to the Board of DASNY for approval and review annually as part of the approval of the Annual Report on Procurement Contracts. Such Procurement Contracts may also be terminated by the Board of DASNY.
- H. Contracts Requiring Approval of the Board of DASNY. All Procurement Contracts for the general corporate purposes of DASNY, other than Exempt Contracts, that are in excess of three hundred thousand dollars (\$300,000.00), or are for the retention of outside legal counsel or independent auditors must be approved by the Board of DASNY.
- I. Requirement that Procurement Contracts be in Writing. All Procurement Contracts shall be in writing, and except as provided in the DASNY By-Laws or separate Board resolution, approved and executed by an authorized officer of DASNY.
- J. Limitations on Contracts with Former Officers and Employees. DASNY shall not enter into a Procurement Contract with a former officer or employee of DASNY or any entity in which such officer or employee has an interest (including a position of employment with such entity) unless there has been compliance with these Guidelines and the applicable provisions of the Public Officers Law.
- K. Joint Source Selections. No provision of these Guidelines shall prohibit DASNY from undertaking any Source Selection Method (Competitive Basis) pursuant to Section 3[B] hereof for one or more Procurement Contracts jointly with one or more state authorities as defined in section 2 of the Public Authorities Law,

provided however, that each requirement of such Source Selection Method (Competitive Basis) shall be satisfied with respect to any contractor selected by DASNY under a Joint Source Selection procurement, and that no other state authority shall be a party to any specific Procurement Contract authorizing the purchase of goods or services by DASNY resulting from such Source Selection Method (Competitive Basis).

## **Section 6. STANDARD PROVISIONS FOR PROCUREMENT CONTRACTS**

- A. Procurement Contracts for Professional Services. Procurement Contracts for Professional Services shall detail the scope of services to be performed and the time frame for performance, the monitoring or reviewing of that performance by Authority personnel and, where appropriate, any permitted use of Authority supplies, facilities or personnel. Such contracts shall also state the compensation for the services, the schedule of payment, the pre-conditions for receiving payment from DASNY, procedures for termination of the contract and any other provisions deemed necessary or appropriate for each particular Contract. In addition, if performance of a particular Procurement Contract for Professional Services will require the use of subcontractors, the contract shall require the contractor to act affirmatively to secure such participation by Certified Minority and Women-Owned Business Enterprises and to report such efforts to DASNY.
- B. Requirements for All Procurement Contracts: All Procurement Contracts shall generally include, without limitation, the following provisions:
1. Scope of Services;
  2. Contract Price or Fee Structure;
  3. Method of Monitoring Work Performed;
  4. Use of Authority Supplies and Facilities;
  5. Use of Authority Personnel;
  6. Method or Basis of Payment;
  7. Compliance with Laws, Rules and Regulations;
  8. Contract Deemed Executory;
  9. Termination of Agreement for Cause and for Convenience;
  10. Suspension or Alteration of Agreement;
  11. Death of Consultant, if such consultant is an individual or partnership;
  12. Laws of New York State Apply;
  13. Creation of Independent Contractor Relationship;
  14. Provisions Required by Law Deemed Inserted;
  15. Certification of Non-Segregated Facilities and Non-Discrimination in Employment in Northern Ireland, compliance with Federal Equal Employment Opportunity Act, Commitment to New York State Business Enterprises and Non Collusive Bidding Requirement;
  16. Indemnity and Insurance;
  17. Severability;

18. Promotion of Certified Minority and Women-Owned Business Enterprises; and
  19. Promotion of New York State Business Enterprises, New York State Residents and Small Businesses.
  20. Integrity Certification.
- C. Compliance with Procedures of the Procurement Unit. All Procurement Contracts shall be awarded in compliance with procedures adopted by the Procurement Unit within the Division of Construction for the applicable type of Procurement Contract.
- D. Compliance with Title 4 of Article 9 of Public Authorities Law. DASNY shall comply with all provisions of Title 4 of Article 9 of the Public Authorities Law as they relate to Procurement Contracts of DASNY; provided however, that DASNY shall not be required to comply with the provisions of subdivision one of section 2603-a of that statute (relating to the use of domestic steel) if the Managing Director of Construction has advised the Board of DASNY that the criteria contained in subdivision two of that section is satisfied. Under Public Authorities Law §2879-a and the regulations promulgated thereunder, Procurement Contracts in excess of one million dollars that either: (i) are to be paid for in whole or in part from moneys appropriated by the State to DASNY for the purpose of paying such contractual expenditure; or (ii) are not to be awarded after a competitive process (regardless of funding source) are subject to approval by the Office of the State Comptroller (“OSC”) if OSC has notified DASNY in writing that any such contract or category of contracts requires the OSC’s approval. Upon the receipt of any such notice from OSC, DASNY shall include appropriate language in the affected Procurement Contract stating that the OSC’s approval is required for the Procurement Contract to be effective and valid and enforceable against the parties thereto.
- E. Compliance with State Finance Law §§ 139-j and 139-k (the Procurement Lobbying Law). In order to comply with the Procurement Lobbying Law, DASNY has established Policy and Procedures pertaining to contacts regarding Procurement Contracts. Consistent with the Procurement Lobbying Law and DASNY’s Policies and Procedures, DASNY shall designate one or more persons who may be contacted by Procurement Contractors regarding a given procurement and shall require disclosure from Procurement Contractors of persons or organizations designated, retained or employed to attempt to influence the procurement process. DASNY shall incorporate a summary of the Policy and Procedures in all solicitation of proposals, bid documents or specifications. Procurement Contracts must contain a certification by the Procurement Contractor that all information provided to DASNY with respect to the Procurement Lobbying Law is complete, true and accurate, and a provision authorizing termination of the Procurement Contract where it is found that the Procurement Contractor intentionally violated the Procurement Lobbying Law. DASNY shall consider as part of its determination of responsibility of a Procurement Contractor

whether there has been past or present non-compliance with the Procurement Lobbying Law.

- F. Requirements for Procurement Contracts Based on Procurements of Other State Authorities. Where a DASNY contract is procured in accordance with the provisions of Section 3.B.10. hereof, to the extent the other state authority has negotiated a procurement contract with the subject vendor, the terms of the procurement contract of the other state authority shall apply to the DASNY Procurement Contract with said vendor to the extent the terms do not conflict with DASNY policy and standard contract terms. In the event the other state authority has not yet entered into a procurement contract with the subject vendor by the time the subject DASNY Procurement Contract is negotiated, the terms negotiated in the DASNY Procurement Contract shall control, provided however, that to the extent the other state authority subsequently negotiates more favorable terms with the subject vendor, the more favorable terms of the other state authority procurement contract shall be incorporated into DASNY's Procurement Contract with the subject vendor.

## **Section 7. REPORT ON PROCUREMENT CONTRACTS**

- A. Annual Report. Following each fiscal year, the Board of DASNY shall approve an annual report on Procurement Contracts as required by subdivision 7 of section 2879 of the Public Authorities Law. Such annual report will include: (i) these Guidelines and any amendments hereto; (ii) an explanation of these Guidelines and any amendments hereof; (iii) a list of the year's Procurement Contracts; (iv) a list of the aforesaid contracts entered into with New York State Business Enterprises (as defined in Public Authorities Law, §2879(3)(i)), and the subject matter and value thereof; (v) a list of the aforesaid contracts entered into with Foreign Business Enterprises and the subject matter and value thereof; (vi) a list of contracts exempted from reporting in the Contract Reporter and the basis for each exemption; and, (vii) the total fees, commissions or other compensations, by payee, paid for Professional Services. The percent of contracts awarded, and total compensation paid, to Minority and Women-Owned Business Enterprises as well as all referrals made and penalties imposed pursuant to Executive Law § 316 shall be reported in accordance with the provisions of Article 15-A of the Executive Law and need not be included in the Annual Report required by these Guidelines.
- B. Submission of Annual Report. The annual report on Procurement Contracts, after being approved by the Board of DASNY, shall be submitted to the Division of the Budget with copies to the Department of Audit and Control, the Department of Economic Development, the Senate Finance Committee and the Assembly Ways and Means Committee.
- C. Availability to Public. Copies of the annual report on Procurement Contracts shall also be available to the public upon reasonable request at DASNY's main office.

- D. Article 15-A Reports. Reports made pursuant to Article 15-A of the Executive Law, with respect to activities undertaken by DASNY to promote and increase participation by certified Minority and Women Business Enterprise Procurement Contractors, shall also include, without limitation, DASNY's annual goals for contracts with Minority-owned and Women-owned Business Enterprises; the number of actual contracts issued to Minority-owned and Women-owned Business Enterprises; and a summary of all waivers of the requirements of subdivisions 6 and 7 of section 313 of Article 15-A of the Executive Law allowed by DASNY during the preceding year, including a description of the basis of the waiver request and the rationale for granting such waiver. DASNY shall also include in such annual report whether or not it has been required to prepare a remedial plan, and, if so, the plan and the extent to which DASNY has complied with each element of the plan.

**Section 8. MISCELLANEOUS PROVISIONS**

- A. Amendment of Guidelines. Any modification or amendment of these Guidelines may be made by a Supplemental Resolution adopted at any duly constituted meeting of the Board of DASNY; provided, however, that no such modification or amendment shall abrogate the rights and duties of existing Authority contracts, the terms of which were established pursuant to these Guidelines.
- B. No Recourse Under these Guidelines. No provision contained solely in these Guidelines shall be the basis for any claim based on these Guidelines against any member, officer or employee of DASNY or DASNY itself.
- C. Effect of Noncompliance of Guidelines. Nothing contained in these Guidelines shall be deemed to alter, affect the validity of, modify the terms of or impair any contract or agreement made or entered into in violation of, or without compliance with, the provisions of these Guidelines.

Dated: October 5, 2016



## **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.

VIII. 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.

X. All Contractors Subcontractors shall comply with these provisions and shall list the County as 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, legal costs, 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. This language shall

be inserted by Contractor in all agreements between Contractor and its subcontractors and subcontractors will indemnify and hold harmless the County pursuant to its terms.

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. (Please disregard if these forms do not pertain).

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 the Essex County Supreme Court or any other court of competent jurisdiction within Essex County, 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 sub-

division 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 (Piggyback) provided, and on condition that this present contract was **LET TO THE LOWEST RESPONSIBLE BIDDER**. Therefore all terms and conditions under this contract are extended to other political sub-divisions 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.

29. **New York State Sexual Harassment Laws**

Contractor certifies as to its self or its own organization, under penalty of perjury, that Contractor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found here:  
<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

CONTRACTOR PROGRESS PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT: \_\_\_\_\_

OWNER: ESSEX COUNTY

CONTRACTOR: \_\_\_\_\_

WITNESSETH:

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.



CONTRACTOR FINAL PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

WITNESSETH:

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.



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 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

SUBCONTRACTOR/SUPPLIER PROGRESS PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT: \_\_\_\_\_

OWNER: ESSEX COUNTY

CONTRACTOR: \_\_\_\_\_

SUBCONTRACTOR/SUPPLIER: \_\_\_\_\_

WITNESSETH:

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 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 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 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 \_\_\_\_\_ )

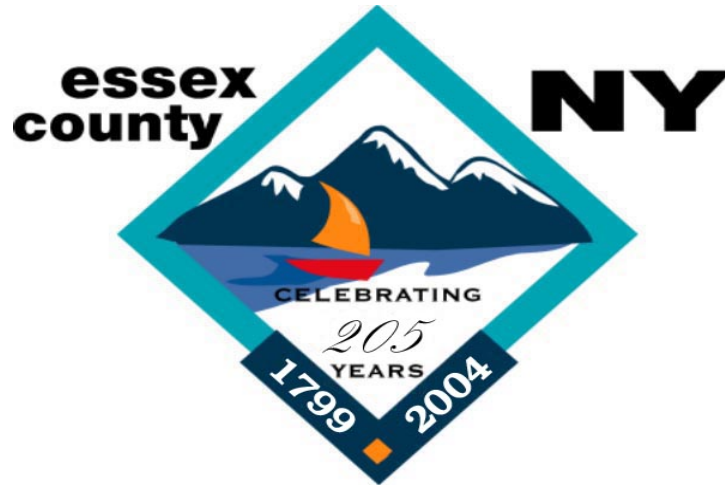
I, \_\_\_\_\_, being duly sworn, depose and say that: I reside at \_\_\_\_\_, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained 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 based 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 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

Roberta Reardon, Commissioner

Essex County  
Donna Thompson, Sr Purchasing Clerk  
7551 Court St.  
Elizabethtown NY 12932

Schedule Year 2018 through 2019  
Date Requested 04/23/2019  
PRC# 2019005144

Location Old Cornell Coop Ext  
Project ID#  
Project Type Provide Asbestos Abatement at the Essex County Agricultural Center Building

### 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 2018 through June 2019. 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](http://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 30.1).

## 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.ny.gov](http://www.labor.ny.gov).

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

## Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. Payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The original payrolls or transcripts must be maintained for a period of at least (5) years, by the Department of Jurisdiction (Contracting Agency), from the project's date of completion. 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, 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

Roberta Reardon, Commissioner

Essex County  
Donna Thompson, Sr Purchasing Clerk  
7551 Court St.  
Elizabethtown NY 12932

Schedule Year 2018 through 2019  
Date Requested 04/23/2019  
PRC# 2019005144

Location Old Cornell Coop Ext  
Project ID#  
Project Type Provide Asbestos Abatement at the Essex County Agricultural Center Building

### 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*

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#### **1. Purpose and Scope:**

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

#### **2. Background and Statutory References:**

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

#### **3. Procedures and Agency Responsibilities:**

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.



**To all State Departments, Agency Heads and Public Benefit Corporations  
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor  
Administrative Finance Bureau-PWEF Unit  
Building 12, Room 464  
State Office Campus  
Albany, NY 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](http://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](mailto:dol.misclassified@labor.state.ny.us) .



# 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](http://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.

# 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](http://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) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

\* 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](http://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](http://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](mailto:dlwtpo@rit.edu)

(866) 385-7470 Ext. 2919

[www.rit.edu/~outreach/course.php3?CourseID=54](http://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](mailto:crooksje@umdnj.edu)

(732) 235-9455

<https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~>

### **Atlantic OSHA Training Center**

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: [mailto:japs@buffalo.edu](mailto:mailto:japs@buffalo.edu)

(716) 829-2125

[http://www.smbs.buffalo.edu/CENTERS/trc/schedule\\_OSHA.php](http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php)

### **Keene State College**

Manchester, NH

Leslie Singleton

e-mail: [lsingletin@keene.edu](mailto:lsingletin@keene.edu)

(800) 449-6742

[www.keene.edu/courses/print/courses\\_osa.cfm](http://www.keene.edu/courses/print/courses_osa.cfm)

3. List of trainers and training schedules for OSHA outreach training at:

[www.OutreachTrainers.org](http://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 PW30.1  
(Previously 30R)**

**“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 PW30.1 Form.

***REMEMBER...***

The ‘4 Day / 10 Hour Work Schedule’ applies **ONLY** to Job Classifications and Counties listed on the PW30.1 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 PW30.1

(Previously 30R)

## “Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

### ***Before completing Form PW30.1 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 PW30.1 form to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 **-OR-**
- **Fax** the completed PW30.1 form to: NYSDOL Bureau of Public Work at (518)485-1870



Bureau of Public Work Harriman  
State Office Campus  
Building 12, Room 130  
Albany, New York 12240  
Phone: (518) 457-5589 | Fax: (518) 485-1870  
[www.labor.ny.gov](http://www.labor.ny.gov)

## Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing this form, make sure that:

- 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 and then **mail or fax** to the address above.

### Contractor Information

Company Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

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 3-8)*  
*\*\*\* 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\*\*\**

<b>Job Classification</b>	<b>Tag #</b>	<b>Entire Counties</b>	<b>Partial Counties</b>	<b>Check Box</b>
Carpenter – Building	276B-All	7	2 ,5	
Carpenter – Building	276B-Cat	15	5	
Carpenter – Building	276-B-LIV	26, 28, 35, 59	61	
Carpenter – Building	276B-Gen	19, 32, 37	61	
Carpenter – Heavy & Highway	276HH-All	2, 5, 7		
Carpenter – Heavy & Highway	276HH-Erie	15		
Carpenter – Heavy & Highway	276HH- Gen	19, 32, 37, 61		
Carpenter – Heavy & Highway	276HH-Liv	26, 28, 35, 59		
Carpenter – Residential	276R-All	7	2, 5	
Carpenter – Building	277B-Bro	4, 54		
Carpenter – Building	277B-CAY	6, 50, 62		
Carpenter – Building	277B-CS	8, 12, 49, 51, 55	2	
Carpenter – Building	277 JLS	23, 25, 45		
Carpenter – Building	277 omh	22, 27, 33		
Carpenter – Building	277 On	34		
Carpenter – Building	277 Os	38		
Carpenter – Building	277CDO Bldg	9, 13, 39		
Carpenter – Heavy & Highway	277CDO HH	9, 13, 39		
Carpenter – Heavy & Highway	277HH-BRO	4, 6, 8, 12, ,22, 23, 25, 27, 33, 34, 38, 45, 49, 50, 51, 54, 55, 62		
Carpenter – Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		
Carpenter – Building	291B-Cli	10, 16, 17		
Carpenter – Building	291B-Ham	21, 57, 58		
Carpenter – Building	291B-Sar	46		
Carpenter – Heavy & Highway	291HH-Alb	1, 10, 16, 17,18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Electrician	25m	30, 52		
Electrician – Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	

### Job Classification Checklist

**(Place a checkmark by all classifications that will be using the 4/10 schedule)**

*\*\*\* Do not write in any additional Classifications or Counties\*\*\**

<b>Job Classification</b>	<b>Tag #</b>	<b>Entire Counties</b>	<b>Partial Counties</b>	<b>Check Box</b>
Electrician	86	26, 28	19, 35, 37, 59, 61	
Electrician	840 Teledata and 840 Z1	62	6, 34, 35, 50, 59	
Electrician	910	10, 16, 17, 23, 25, 45		
Electrical Lineman	1049Line/Gas	30, 41, 52		
Electrical 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		
Electrical Lineman	1249a West	60		
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		
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		
Electrical Lineman	1249aWestLT	60		
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		
Insulator – Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		
Laborer – Building	621b	2, 7	5	
Laborer – Building	633 bON	34		

### 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
Laborer – Building	633b Cay	6		
Laborer – Building	633bOS	38		
Laborer – Building	785(7)	4	9, 13, 54	
Laborer – Building	785B-CS	8, 51	49	
Laborer – Building	7-785b	12, 55	49, 54	
Laborers – Heavy & Highway	157h/h	47	18, 29, 46	
Laborers – Heavy & Highway	190 h/h	1, 42, 58	11, 20, 46	
Laborers – Heavy & Highway	35/2h	21, 22, 27, 33	18, 29	
Laborer – Residential	621r	2, 7	5	
Laborers – Tunnel	157	47	18, 29, 46	
Laborers – Tunnel	35T	21, 22, 27, 33	18, 29	
Laborers – Tunnel	190	1, 42, 58	11, 20, 46	
Mason – Building	2TS.1	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Mason – Building	2TS.2	22, 23, 25, 33, 45	27	
Mason – Building	2TS.3	6, 34, 38	27	
Mason – Building	2b-on	34		
Mason – Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	
Mason – Building	2b.2	22, 33	25	
Mason – Building	2b.3	6, 34	27	
Mason – Building	2b.4	38		
Mason – Building	2b.5	23	25	
Mason – Building	2b.6	45		
Mason – Building	2b.8	10, 16, 17	57	
Mason – Building	3b-Co-Z2	8, 49, 51	2	
Mason – Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building – Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building	3B-Bing-Z2	4, 9, 13, 39, 54		
Mason – Building	3B-lth-Z2	12, 55		



### 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\*\*\**

<b>Job Classification</b>	<b>Tag #</b>	<b>Entire Counties</b>	<b>Partial Counties</b>	<b>Check Box</b>
Mason – Building	3B-Jam-Z2	7	2, 5	
Mason – Building – Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	
Mason – Building	3B-Z3	15, 32	5	
Mason – Building	3B-Z3.Orleans	37		
Mason – Residential	3B-Z3R	15, 32	5	
Mason – Residential	3B-z3R.Orleans	37		
Mason - Heavy & Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	
Mason – Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3	15, 32, 37	5	
Mason – Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3R	15, 32, 37	5	
Mason – Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter	3TS-Z3	15, 32, 37	5	
Mason – Tile Setter Residential	3TS-Z3R	15, 32, 37	5	
Mason – Building/Heavy & Highway	780	3, 24, 30, 31, 41, 43, 52		
Operating Engineer - Heavy & Highway	137H/H	40, 60	14	
Operating Engineer – Heavy & Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	
Operating Engineer – Heavy & Highway	158-H/H	1, 4, 9, 10, 11, 14, 16, 17, 18, 20, 21, 22, 29, 39, 42, 46, 47, 48, 54, 57, 58		
Operating Engineer – Heavy & Highway	158-545h	6, 12, 23, 25, 27, 33, 38, 45, 50, 55		
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		
Painter	150	28, 59, 62	26, 35	

### 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\*\*\**

<b>Job Classification</b>	<b>Tag #</b>	<b>Entire Counties</b>	<b>Partial Counties</b>	<b>Check Box</b>
Painter	178 B	4, 9, 54		
Painter	178 E	8, 49	51	
Painter	178 I	12, 55		
Painter	178 O	13, 39		
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	
Painter	38.O		38	
Painter	38.W	23, 45	25	
Painter	4- Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	
Painter	4-Jamestown		5, 7	
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		
Teamsters – Heavy & Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	
Teamsters – Heavy & Highway	317bhh	6, 12, 50, 51, 55, 62	2	
Teamsters - Building/Heavy & Highway	456	40, 60		

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

#### Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

#### Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

#### Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

#### Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

#### Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

#### Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website ([www.labor.state.ny.us](http://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** **04/01/2019**

**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	07/01/2018	01/01/2019	01/01/2020
Boilermaker	\$ 35.99	\$ 37.29	+1.59

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2018	01/01/2019
Journeymen	\$ 24.25 + 1.24*	\$ 24.53 + 1.24*

\* This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

**OVERTIME PAY**

See (B, E, Q, V) 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

07/01/2018

1st	2nd	3rd	4th	5th	6th	7th	8th
18.24	18.24	19.11	19.97	20.82	21.67	22.54	23.40
+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*

01/01/2019

1st	2nd	3rd	4th	5th	6th	7th	8th
18.42	18.42	19.30	20.16	21.03	21.91	22.79	23.65
+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*

\* This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

**Carpenter - Building** **04/01/2019**

**JOB DESCRIPTION** Carpenter - Building **DISTRICT 2**

**ENTIRE COUNTIES**  
 Clinton, Essex, Franklin

**WAGES**

Per hour:	07/01/2018	07/01/2019	07/01/2020
		Additional	Additional
Carpenter	\$ 27.17	\$ 1.00	\$ 1.00
Floor Coverer	27.17	1.00	1.00
Carpet Layer	27.17	1.00	1.00

Dry-Wall	27.17	1.00	1.00
Lather	27.17	1.00	1.00
Diver-Wet Day	61.25	0.00	0.00
Diver-Dry Day	28.17	1.00	1.00
Diver Tender	28.17	1.00	1.00

**NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):**

- Pile Drivers shall receive \$0.25 per hour over the journeyman's rate of pay when performing piledriving work.
- 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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 19.89

**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

**FOR APPRENTICES INDENTURED PRIOR TO JANUARY 1, 2016**

One year terms at the following percentage of Journeyman's base wage.

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour:

1st year term	\$ 11.06
2nd year term	11.06
3rd year term	13.66
4th year term	13.66

**FOR APPRENTICES INDENTURED AFTER JANUARY 1, 2016**

1,300 hour terms at the following percentage of Journeyman's base wage.

1st	2nd	3rd	4th	5th
50%	60%	65%	70%	80%

Supplemental Benefits per hour:

1st term	\$ 11.06
2nd term	11.06
3rd term	13.66
4th term	13.66
5th term	13.66

ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED (not subject to overtime premiums):

- Pile Driving apprentices shall receive \$0.25 per hour when performing piledriving work.
- Certified welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work
- When an apprentice 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 the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

2-291B-Cli

**Carpenter - Building / Heavy&Highway** **04/01/2019**

**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: 07/01/2018

Carpenter - ONLY for  
 Artificial Turf/Synthetic  
 Sport Surface \$ 30.40

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 22.43

**OVERTIME PAY**

See (B, E, Q, X) 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:

1st year term	\$ 11.15
2nd year term	11.15
3rd year term	13.75
4th year term	13.75

2-42AtSS

**Carpenter - Heavy&Highway** **04/01/2019**

**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	07/01/2018
Carpenter	\$ 31.48
Piledriver	31.48
Diver-Wet Day	56.48
Diver-Dry Day	32.48
Diver-Tender	32.48

**NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):**

- When Heavy & Highway Millwright work is performed, the employee will receive an additional \$1.50 per hour for all hours worked (Rate effective till 4/30/19, on 5/1/19 refer to Millwright rate schedule for Heavy & Highway work).
- 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.

**ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:**

- 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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 21.35

**OVERTIME PAY**

See (B, E, Q, X) 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

**FOR APPRENTICES INDENTURED PRIOR TO JANUARY 1, 2016**

One year terms at the following percentage of Journeyman's base wage

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour:

1st year term	\$ 11.02
2nd year term	11.02
3rd year term	13.62
4th year term	13.62

**FOR APPRENTICES INDENTURED AFTER JANUARY 1, 2016**

1,300 hour terms at the following percentage of Journeyman's base wage

1st	2nd	3rd	4th	5th
50%	60%	65%	70%	80%



Supplemental Benefits per hour:

1st term	\$ 11.02
2nd term	11.02
3rd term	13.62
4th term	13.62
5th term	13.62

NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):

- When Heavy & Highway Millwright work is performed, the employee will receive an additional \$1.50 per hour for all hours worked (Rate effective till 4/30/19, on 5/1/19 refer to Millwright rate schedule for Heavy & Highway work).
- 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.

2-291HH-Alb

**Electrician**

**04/01/2019**

**JOB DESCRIPTION** Electrician

**DISTRICT** 6

**ENTIRE COUNTIES**

Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence

**WAGES**

Per hour:	07/01/2018	04/01/2019	04/01/2020 Additional	04/01/2021 Additional
Electrician	\$ 34.50	\$ 35.00	\$ 1.55	\$ 1.60
Teledata	34.50	35.00		
Welder	36.50	37.00		

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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:	\$ 19.68	\$ 20.68
	* plus 5.75% of gross wage	*plus 5.75% of gross wage

\* NOTE: THE 5.75% IS BASED ON THE HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME RATE.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**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	to 2000	to 3500	to 5000	to 6500	to 8000
45%	50%	55%	60%	70%	80%

07/01/2018						
Electrician	\$15.52	\$17.25	\$18.97	\$20.70	\$24.15	\$27.60
Tunnel	\$17.02	\$18.75	\$20.47	\$22.20	\$25.65	\$29.10
04/01/2019						
Electrician	\$15.75	\$17.50	\$19.25	\$21.00	\$24.50	\$28.00
Tunnel	\$17.25	\$19.00	\$20.75	\$22.50	\$26.00	\$29.50

SUPPLEMENTAL BENEFITS per hour:

	07/01/2018	04/01/2019
Aprr 1st & 2nd term	\$ 9.37 * plus 5.75% of gross wage	\$ 10.02 * plus 5.75% of gross wage
Aprr All other terms	\$ 19.68 * plus 5.75% of gross wage	\$20.68 * plus 5.75% of gross wage

\* NOTE: THE 5.75% IS BASED ON THE HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME RATE.

6-910

**Elevator Constructor**

**04/01/2019**

**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, Stockbridge and the City of Oneida  
 Oneida: Entire county except the towns of: Camden, Florence, and Vienna.

**WAGES**

Per hour	07/01/2018	01/01/2019
Mechanic	\$ 44.58	\$ 46.00
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2018	01/01/2019
Journeyman/Helper	\$ 32.645*	\$ 33.705*

(\*)Plus 6% of hourly rate, if less than 5 years of service. Plus 8% of hourly rate, if more than 5 years of 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*	6-12 mo	2nd yr	3rd yr	4th yr
50%	55%	65%	70%	80%

(\*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits - per hour worked:

Same as Journeyman/Helper

1-35

**Glazier**

**04/01/2019**

**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

07/01/2018

Glazier base wage \$ 27.65  
 + additional \$2.20 per hour for all hours worked

\*High Work Base Wage 31.00  
 + additional \$3.52 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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 19.81  
 Journeyman  
 High Work 24.69

**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 Year and 1500 hr. terms at the following percentage of Journeyman's base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%

+ additional \$2.20 per hour for all hours worked for all terms

Apprentice Glazier Hi-Work One Year and 1500 hr. terms at the following percentage of Journeyman's Hi-Work base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%

+ additional \$3.52 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

Apprentice	
1st-2nd term	\$ 16.14
3rd-4th term	19.81
Apprentice High Work	
1st-2nd term	18.69
3rd-4th term	24.69

**Insulator - Heat & Frost**

**04/01/2019**

**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	07/01/2018
Asbestos Worker*	\$ 34.90
Insulator*	34.90
Firestopping Worker*	29.67

(\*)On Mechanical Systems only.

On government mandated shift work additional 12% of wage for all shifts starting after 3:30 P.M.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 21.94
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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	\$ 21.94
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1-40

**Ironworker**

**04/01/2019**

**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, Perth, 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	07/01/2018
Per hour	

Ornamental	\$ 31.00
Reinforcing	31.00
Rodman	31.00
Structural & Precast	31.00
Mover/Rigger	31.00
Fence Erector	31.00
Stone Derrickman	31.00
Sheeter	31.25
Curtain Wall Installer	31.00

Metal Window Installer 31.00

**SUPPLEMENTAL BENEFITS**

Per hour

JOURNEYMAN \$ 28.11

**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:

07/01/2018

1st year	\$ 16.50
2nd year	18.50
3rd year	20.50
4th year	22.50

Supplemental Benefits per hour worked

1st year	\$ 11.00
2nd year	21.86
3rd year	23.40
4th year	24.96

1-12

**Laborer - Building**

**04/01/2019**

**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

	07/01/2018	07/01/2019 Additional
Group # A	\$ 23.68	\$ 1.50
Group # B	25.18	1.50

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 21.60

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**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:

All Terms: Same as Journeyman

**Laborer - Heavy&Highway**

**04/01/2019**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 7**

**ENTIRE COUNTIES**

Clinton, Essex, Warren

**WAGES**

Per hour:

GROUP A: Drill Helper, Flagmen, Outboard and Hand Boats.

GROUP B: BASIC RATE: Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of All Steel Mesh, 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, Guniting, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter & 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, Powder Man, Tail or Screw Operator on Asphalt Paver.

GROUP D: Blasters, Form Setters, Stone or Granite Curb Setters.

GROUP E: Hazardous Waste Removal Work when designated by State/Federal as hazardous waste site and regulations require employees wear required personal protection.

WAGES per hour 07/01/2018

Group # A	\$ 25.47
Group # B	25.67
Group # C	25.87
Group # D	26.07
Group # E	27.67

NOTE: A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$2.00 per hour.

IMPORTANT NOTE: Operation of equipment (i.e. forklift, skid steer) is the work of the Operating Engineers, please see appropriate rates.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.85

**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: 1000 hour terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour worked:

All Terms: Same as Journeyman

**Laborer - Tunnel**

**04/01/2019**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT 7**

**ENTIRE COUNTIES**

Clinton, Essex, Warren

**WAGES**

GROUP A: General Laborer

GROUP B: Change Houseman, 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)

07/01/2018

Tunnel Laborer:

Group A	\$ 28.65
Group B	28.85
Group C*	30.65

(\*)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:

Journeyman \$ 23.85

**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 Saturday, it will be celebrated on Friday. 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 B rate.

0-1000 Hrs	1001-2000 Hrs	2001-3000 Hrs	3001-4000 Hrs
60%	70%	80%	90%

**SUPPLEMENTAL BENEFITS**

All Terms: Same as Journeyman

7-1822T

**Lineman Electrician**

**04/01/2019**

**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)

	07/01/2018	05/06/2019	05/04/2020
Lineman, Technician	\$ 50.60	\$ 52.05	\$ 53.50
Crane, Crawler Backhoe	50.60	52.05	53.50
Welder, Cable Splicer	50.60	52.05	53.50
Digging Mach. Operator	45.54	46.85	48.15
Tractor Trailer Driver	43.01	44.24	45.48

Groundman, Truck Driver	40.48	41.64	42.80
Equipment Mechanic	40.48	41.64	42.80
Flagman	30.36	31.23	32.10

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)

Lineman, Technician	\$ 50.60	\$ 52.05	\$ 53.50
Crane, Crawler Backhoe	50.60	52.05	53.50
Cable Splicer	55.66	57.26	58.85
Certified Welder - Pipe Type Cable	53.13	54.65	56.18
Digging Mach. Operator	45.54	46.85	48.15
Tractor Trailer Driver	43.01	44.24	45.48
Groundman, Truck Driver	40.48	41.64	42.80
Equipment Mechanic	40.48	41.64	42.80
Flagman	30.36	31.23	32.10

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)

Lineman, Tech, Welder	\$ 51.92	\$ 53.37	\$ 54.82
Crane, Crawler Backhoe	51.92	53.37	54.82
Cable Splicer	57.11	58.71	60.30
Certified Welder - Pipe Type Cable	54.52	56.04	57.56
Digging Mach. Operator	46.73	48.03	49.34
Tractor Trailer Driver	44.13	45.36	46.60
Groundman, Truck Driver	41.54	42.70	43.86
Equipment Mechanic	41.54	42.70	43.86
Flagman	31.15	32.02	32.89

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)

Lineman, Tech, Welder	\$ 53.11	\$ 54.56	\$ 56.01
Crane, Crawler Backhoe	53.11	54.56	56.01
Cable Splicer	53.11	54.56	56.01
Digging Mach. Operator	47.80	49.10	50.41
Tractor Trailer Driver	45.14	46.38	47.61
Groundman, Truck Driver	42.49	43.65	44.81
Equipment Mechanic	42.49	43.65	44.81
Flagman	31.87	32.74	33.61

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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**



Per hour worked (also required on non-worked holidays):

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

Journeyman	\$ 23.40 *plus 6.75% of hourly wage	\$ 24.15 *plus 6.75% of hourly wage	\$ 24.90 *plus 6.75% of hourly wage
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\*The 6.75% 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.  
 NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.  
 Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**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 applicable 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**

**04/01/2019**

**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, stopping at first point of attachment (demarcation).

	07/01/2018	01/01/2019	01/01/2020	01/01/2021
Cable Splicer	\$ 31.83	\$ 32.78	\$ 33.77	\$ 34.78
Installer, Repairman	30.21	\$ 31.12	\$ 32.05	\$ 33.01
Teledata Lineman	30.21	\$ 31.12	\$ 32.05	\$ 33.01
Tech., Equip. Operator	30.21	\$ 31.12	\$ 32.05	\$ 33.01
Groundman	16.01	\$ 16.49	\$ 16.99	\$ 17.50

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 4.73 *plus 3% of wage paid	\$ 4.73 *plus 3% of wage paid	\$ 4.73 *plus 3% of wage paid	\$ 4.73 *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

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

**Lineman Electrician - Traffic Signal, Lighting** **04/01/2019**

**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, Schenectady, 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, chainsaws, 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:	07/01/2018	05/06/2019	05/04/2020
Lineman, Technician	\$ 43.80	\$ 45.00	\$ 46.20
Crane, Crawler Backhoe	43.80	45.00	46.20
Certified Welder	45.99	47.25	48.51
Digging Machine	39.42	40.50	41.58
Tractor Trailer Driver	37.23	38.25	39.27
Groundman, Truck Driver	35.04	36.00	36.96
Equipment Mechanic	35.04	36.00	36.96
Flagman	26.28	27.00	27.72

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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 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	\$ 23.40 *plus 6.75% of hourly wage	\$ 24.15 *plus 6.75% of hourly wage	\$ 24.90 *plus 6.75% of hourly wage
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\*The 6.75% 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.  
 NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.  
 Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**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.

	07/01/2018	05/06/2019	05/04/2020
1st term	\$ 26.28	\$ 27.00	\$ 27.72
2nd term	28.47	29.25	30.03
3rd term	30.66	31.50	32.34
4th term	32.85	33.75	34.65
5th term	35.04	36.00	36.96
6th term	37.23	38.25	39.27
7th term	39.42	40.50	41.58

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

**Lineman Electrician - Tree Trimmer**

**04/01/2019**

**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:

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

	07/01/2018	01/01/2019
Tree Trimmer	\$ 25.10	\$ 25.79
Equipment Operator	22.20	22.81
Equipment Mechanic	22.20	22.81
Truck Driver	18.48	18.99
Groundman	15.22	15.64
Flag person	10.97	11.27

**SUPPLEMENTAL BENEFITS**

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 9.98 *plus 3% of hourly wage	\$ 9.98 *plus 3% of hourly wage
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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

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.  
Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**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**

**04/01/2019**

**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 07/01/2018

Tile/Marble/Terrazzo

Setter \$ 34.66  
Finisher 27.16

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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman Setter \$ 19.58  
Journeyman Finisher 16.85

**OVERTIME PAY**

See (B, E, E2, 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

07/01/2018

Setter:

1st term 0-500 hrs \$ 11.23  
2nd term 501-1500 hrs 11.23  
3rd term 1501-2500 hrs 15.40  
4th term 2501-3500 hrs 15.40  
5th term 3501-4500 hrs 17.47

6th term 4501-6000 hrs 19.58

**Finisher:**

1st term 0-500 hrs \$ 10.70  
 2nd term 501-1500 hrs 10.70  
 3rd term 1501-2500 hrs 13.77  
 4th term 2501-3700 hrs 13.77

12-2TS.1

**Mason - Building**

**04/01/2019**

**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 07/01/2018

Bricklayer \$ 31.98  
 Cement Finisher 31.98  
 Plasterer/Fireproofers\* 31.98  
 Pointer/Caulker/Cleaner 31.98  
 Stone Mason 31.98  
 Acid Brick 32.48

(\*Fireproofers 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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 19.23

**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 \$ 11.48  
 All others \$ 19.23

12-2b.8

**Mason - Heavy&Highway**

**04/01/2019**

**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  
 07/01/2018  
 Mason &  
 Bricklayer \$37.23

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  
 \$ 19.51

**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  
 \$ 19.51

12-2hh.1

**Millwright 04/01/2019**

**JOB DESCRIPTION** Millwright

**DISTRICT 2**

**ENTIRE COUNTIES**

Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, Oneida, Onondaga, Oswego, St. Lawrence, Warren, Washington

**WAGES**

Per hour:	07/01/2018	05/01/2019	07/01/2019 Additional	07/01/2020 Additional
Building	\$ 28.39	\$ 28.39	\$ 1.25	\$ 1.25
Heavy & Highway*	N/A	30.39	1.25	1.25

\*Effective 5/1/19, all Heavy and Highway Millwright construction will be paid at the rate indicated above.

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.75 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 \$1.50 premium per hour.
- An employee performing the work of a machinist shall receive \$2.00 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.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$0.25. This amount will increase to \$0.50 on 7/1/2019 and to \$1.00 on 7/1/2020

**SUPPLEMENTAL BENEFITS**

Per hour:  
 Journeyman \$ 22.25 \$22.25

**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 hour:

Apprentices:

1st term	\$ 10.25
2nd term	18.65
3rd term	19.85
4th term	21.05

2-1163.2

**Operating Engineer - Building**

**04/01/2019**

**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, beltcrete 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

	07/01/2018
Class # A1	\$ 43.79
Class # A	43.30
Class # B	42.28
Class # C	39.38

Additional \$0.50 per hr for Tower Cranes.

Additional \$1.25 per hr for Cranes with Boom length & jib 150ft. and over.  
Additional \$2.25 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

Journeyman \$ 25.90

**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

07/01/2018

All terms \$ 21.20

1-158 Alb

**Operating Engineer - Heavy&Highway**

**04/01/2019**

**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, Schoenectady, 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), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' 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, Gunit 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**

	07/01/2018
Master Mechanic	\$ 45.08
Class A*	43.47
Class B	42.56
Class C	39.99

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.

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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 26.10
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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

	07/01/2018
All Terms	\$ 21.50

1-158H/H Alb

**Operating Engineer - Marine Dredging**

**04/01/2019**

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT** 4

**ENTIRE COUNTIES**

Albany, Bronx, Cayuga, Chautauqua, Clinton, Columbia, Dutchess, Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Niagara, Orange, Orleans, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

**WAGES**

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for barge mounted cranes and other equipment are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:

DREDGING OPERATIONS 07/01/2018  
CLASS A  
Operator, Leverman, \$ 38.18  
Lead Dredgeman

CLASS A1 To conform to Operating Engineer  
Dozer, Front Loader Prevailing Wage in locality where work  
Operator is being performed including benefits.

CLASS B \$ 33.02  
Barge Operator  
Spider/Spill  
Tug Operator(over1000hp),  
OperatorII, Fill Placer,  
Derrick Operator, Engineer,  
Chief Mate, Electrician,  
Chief Welder,  
Maintenance Engineer

Certified Welder, \$ 31.09  
Boat Operator(licensed)

CLASS C \$ 30.24  
Drag Barge Operator,  
Steward, Mate,  
Assistant Fill Placer,

Welder (please add)\$ 0.06

Boat Operator \$ 29.26

CLASS D \$ 24.30  
Shoreman, Deckhand,  
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 07/01/2018  
\$11.23 plus 8%  
of straight time  
wage, Overtime hours  
add \$ 0.63

All Class C \$10.93 plus 8%  
of straight time  
wage, Overtime hours  
add \$ 0.48

All Class D \$10.63 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-MarDredge

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**Operating Engineer - Survey Crew**

**04/01/2019**

**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, Tunnel and Heavy Highway.

Per hour:

**SURVEY CLASSIFICATIONS:**

- Party Chief - One who directs a survey party.
- Instrument Person - One who operates the surveying instruments.
- Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2018

Party Chief	\$ 40.45
Instrument Person	38.17
Rod Person	26.48

Additional \$3.00/hr. for Tunnel Work  
Additional \$2.50/hr. for Hazardous Work Site

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 25.75
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**OVERTIME PAY**

See (B, E, P, T) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2018

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 15.45
1001-2000	\$ 18.03
2001-3000	\$ 20.60

12-158-545 D.H.H.

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**Operating Engineer - Survey Crew - Consulting Engineer**

**04/01/2019**

**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, Schenectady, 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 operates the surveying instruments.
- Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2018

Party Chief	\$ 41.40
Instrument Person	38.02
Rod Person	28.12

Additional \$3.00/hr. for Tunnel Work.  
Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 24.90
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**OVERTIME PAY**

See (B, E, P, T) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2018

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 16.82
1001-2000	\$ 19.63
2001-3000	\$ 22.45

12-158-545 DCE

**Operating Engineer - Tunnel**

**04/01/2019**

**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 line drawn down the center of Route 98 and the entirety of the City of Batavia.

## WAGES

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; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine (Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant (non-automated); 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 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Welder; Winch; Winch Cat

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); 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 or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor

WAGES per hour:

07/01/2018

Master Mechanic	\$ 46.65
CLASS A	44.24
CLASS B	43.02
CLASS C	40.23
CLASS D	37.22

Additional \$5.00 per hour for Hazardous Waste Work 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. Fringe benefits will be paid at the hourly wage premium.

## CRANES:

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 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 and below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

Crane 1	\$ 48.24
Crane 2	47.24
Crane 3	46.24

## SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.40

## OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

## HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE  
 Overtime: See (5, 6) on HOLIDAY PAGE  
 If a holiday falls on Sunday, it shall be observed on Monday.

**REGISTERED APPRENTICES**

WAGES:(1000) hours terms at the following percentage of Journeyman's wage.

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: Same as Journeyman

7-158-832TL.

**Painter** **04/01/2019**

**JOB DESCRIPTION** Painter

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Essex, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES**

Per hour	07/01/2018	05/01/2019 Additional
Painter\Wallcover	\$ 28.59	\$1.40
Drywall Finishers	28.59	1.40
Spray Rate	28.59	1.40
Structural Steel*	29.59	1.40
Lead Abatement	29.59	1.40
Lead Abatement on Structural Steel	30.59	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

Journeyman \$ 15.90

**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 base wage

1st	2nd	3rd	4th	5th	6th
45%	50%	60%	70%	80%	90%

Supplemental Benefits per hour worked

All Terms \$ 15.90

1-201-P

**Painter - Bridge & Structural Steel** **04/01/2019**

**JOB DESCRIPTION** Painter - Bridge & Structural Steel

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**

Per Hour:

STEEL:

Bridge Painting:	07/01/2018	10/01/2018
	\$ 49.50	\$ 49.50
	+ 6.38*	+ 6.38*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker:	07/01/2018	10/01/2018
	\$ 8.25	\$ 9.50
	+ 24.35*	+ 26.05*

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

**OVERTIME PAY**

See (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:

Apprentices: (1) year terms

	07/01/2018	10/01/2018
1st year	\$ 22.65	\$ 23.13
2nd year	33.98	34.73
3rd year	45.30	46.30

Supplemental Benefits - Per hour:

1st year	\$ 12.76	\$ 13.44
2nd year	19.14	20.16
3rd year	25.52	26.88

8-DC-9/806/155-BrSS

**Painter - Line Striping**

**04/01/2019**

**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):	07/01/2018
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Striping-Machine Operator*	\$ 29.93
Linerman Thermoplastic	\$ 36.06

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 PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour paid: 07/01/2018  
Journeyworker:

Striping-Machine operator	\$ 7.44
Linerman Thermoplastic	\$ 7.44

**OVERTIME PAY**

See (B, B2, E2, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 20) on HOLIDAY PAGE  
Overtime: See (5, 20) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One (1) year terms at the following wage rates:

07/01/2018

1st term	\$ 11.97
2nd term	17.96
3rd term	23.94

Supplemental Benefits per hour:

1st term	\$ 7.44
2nd term	7.44
3rd term	7.44

8-1456-LS

**Painter - Metal Polisher**

**04/01/2019**

**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**

07/01/2018

Metal Polisher	\$ 30.58
Metal Polisher*	31.53
Metal Polisher**	34.08

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2018

Journeyworker:  
All classification \$ 7.72

**OVERTIME PAY**

See (B, E, P, T) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE  
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**



Wages per hour:  
 One (1) year term at the following wage rates:

	07/01/2018	01/01/2019
1st year	\$ 13.00	\$ 15.00
2nd year	13.00	15.00
3rd year	15.75	15.75
1st year*	\$ 15.39	\$ 17.39
2nd year*	15.44	17.44
3rd year*	16.29	18.29
1st year**	\$ 17.50	19.50
2nd year**	17.50	19.50
3rd year**	18.25	20.25

\*Note: Applies on New Construction & complete renovation  
 \*\* Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:  
 Per hour:

	07/01/2018	01/01/2019
1st year	\$ 5.52	\$ 5.52
2nd year	5.52	5.52
3rd year	5.52	5.52

8-8A/28A-MP

**Plumber** **04/01/2019**

**JOB DESCRIPTION** Plumber

**DISTRICT 1**

**ENTIRE COUNTIES**

Essex

**PARTIAL COUNTIES**

Franklin: Entire County except for the Village of Hogansburg and the St. Regis Indian Reservation.  
 Hamilton: The Townships of Long Lake and Indian Lake

**WAGES**

Per hour	07/01/2018	05/01/2019
Plumber & Steamfitter	\$ 38.00	+\$1.65

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman	\$ 19.60 +10.23*
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\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime and applicable to paid Holidays.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (22) 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	\$ 17.03 + 5.12*
2nd yr	17.54 + 6.14*
3rd yr	18.06 + 7.16*
4th yr	18.57 + 8.18*
5th yr	19.09 + 9.21*

\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

\* This portion per hour paid.

1-773EF-SF

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**Roofer** **04/01/2019**

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**JOB DESCRIPTION** Roofer

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

**WAGES**

Per hour

07/01/2018

Roofer/Waterproofer	\$ 30.05
Asphalt Cold Process	30.55
Fluid Applied Roof	30.55
Pitch & Asbestos	32.05

**Shift Work:**

On government mandated shift work starting after 12:00pm and before 4:00am workers shall be paid \$4.00 additional per hour

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 19.27

**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 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

Apprentice terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional \$2.00 must be paid in wages. For Asphalt Cold Process work and Fluid Applied Roof coating, an additional \$0.50 must be paid in the wages.

1st Term	58%
1500 hrs.	
2nd Term	74%
1 yr. and 1500 hrs.	
3rd Term	90%
1 yr. and 1050 hrs.	

Supplemental Benefits per hour worked

1st Term	\$ 17.69
2nd Term	18.12
3rd Term	18.60

1-241

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**Sheetmetal Worker** **04/01/2019**

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**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 07/01/2018

Sheetmetal Worker \$32.55

All work requiring HAZWOPER Training additional \$1.00 per hour

**SUPPLEMENTAL BENEFITS**

Per hour  
 Journeyman \$31.95

**OVERTIME PAY**

See ( B,E,E5,Q ) on OVERTIME PAGE

**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	\$18.05
2nd term	\$19.56
3rd term	\$20.32
4th term	\$21.08
5th term	\$19.96
6th term	\$20.96
7th term	\$22.61
8th term	\$24.27
9th term	\$25.93
10th term	\$27.58

Supplemental Benefits per hour worked

1st term	\$19.45
2nd term	20.03
3rd term	20.32
4th term	20.74
5th term	26.48
6th term	26.91
7th term	27.63
8th term	28.35
9th term	29.07
10th term	29.79

**Sprinkler Fitter 04/01/2019**

**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	07/01/2018	01/01/2019
Sprinkler Fitter	\$ 34.91	34.91

**SUPPLEMENTAL BENEFITS**

Per hour		
Journeyman	\$ 23.14	23.69

**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 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
\$ 8.93	\$ 8.97	\$ 17.09	\$ 17.13	\$ 17.68	\$ 17.72	\$ 17.77	\$ 17.81	\$ 17.86	\$ 17.90

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
\$ 8.27	\$ 8.27	\$ 17.24	\$ 17.24	\$ 17.49	\$ 17.49	\$ 17.49	\$ 17.49	\$ 17.49	\$ 17.49

1-669

<b>Teamster - Building</b>	<b>04/01/2019</b>
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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

07/01/2018

Building:

Group #1	\$ 23.58
Group #2	24.58
Group #3	24.68
Group #4	23.84

**SUPPLEMENTAL BENEFITS**

Per hour:

All groups \$ 21.51

**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

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**Teamster - Heavy&Highway**

**04/01/2019**

**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 Johnsbury.

**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:

07/01/2018

Heavy/Highway:

Group #1 \$ 25.82

Group #2 26.04

Additional \$1.50 per hour 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:

All classes \$ 23.52

**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 a Sunday, it will be celebrated on Monday.

7-687

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**Welder**

**04/01/2019**

**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 07/01/2018

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.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)



## Holiday Codes

### PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 ) None
- ( 2 ) Labor Day
- ( 3 ) Memorial Day and Labor Day
- ( 4 ) Memorial Day and July 4th
- ( 5 ) Memorial Day, July 4th, and Labor Day
- ( 6 ) New Year's, Thanksgiving, and Christmas
- ( 7 ) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 ) Good Friday
- ( 9 ) Lincoln's Birthday
- ( 10 ) Washington's Birthday
- ( 11 ) Columbus Day
- ( 12 ) Election Day
- ( 13 ) Presidential Election Day
- ( 14 ) 1/2 Day on Presidential Election Day
- ( 15 ) Veterans Day
- ( 16 ) Day after Thanksgiving
- ( 17 ) July 4th
- ( 18 ) 1/2 Day before Christmas
- ( 19 ) 1/2 Day before New Years
- ( 20 ) Thanksgiving
- ( 21 ) New Year's Day
- ( 22 ) Christmas
- ( 23 ) Day before Christmas
- ( 24 ) Day before New Year's
- ( 25 ) Presidents' Day
- ( 26 ) Martin Luther King, Jr. Day
- ( 27 ) Memorial Day
- ( 28 ) Easter Sunday



**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)

- |   |  |
|---|--|
| <input type="checkbox"/> 01 DOT                                   | <input type="checkbox"/> 07 City   |
| <input type="checkbox"/> 02 OGS                                   | <input type="checkbox"/> 08 Local School District  |
| <input type="checkbox"/> 03 Dormitory Authority                   | <input type="checkbox"/> 09 Special Local District, i.e.,<br>Fire, Sewer, Water District |
| <input type="checkbox"/> 04 State University<br>Construction Fund | <input type="checkbox"/> 10 Village  |
| <input type="checkbox"/> 05 Mental Hygiene<br>Facilities Corp.    | <input type="checkbox"/> 11 Town   |
| <input type="checkbox"/> 06 OTHER N.Y. STATE UNIT                 | <input type="checkbox"/> 12 County   |
|   | <input type="checkbox"/> 13 Other Non-N.Y. State<br>(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 :

- |  |   |
|--|---|
| <input type="checkbox"/> Construction (Building, Heavy<br>Highway/Sewer/Water) | <input type="checkbox"/> Guards, Watchmen                                   |
| <input type="checkbox"/> Tunnel  | <input type="checkbox"/> Janitors, Porters, Cleaners,<br>Elevator Operators |
| <input type="checkbox"/> Residential   | <input type="checkbox"/> Moving furniture and<br>equipment                  |
| <input type="checkbox"/> Landscape Maintenance                                 | <input type="checkbox"/> Trash and refuse removal                           |
| <input type="checkbox"/> Elevator maintenance                                  | <input type="checkbox"/> Window cleaners                                    |
| <input type="checkbox"/> Exterminators, Fumigators                             | <input type="checkbox"/> Other (Describe)                                   |
| <input type="checkbox"/> Fire Safety Director, NYC Only                        |   |

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.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

**For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322**

**NYSDOL Bureau of Public Work Debarment List 02/11/2019**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
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		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	NYC	****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
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		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMENT	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		ANGELO F COKER			12/04/2018	12/04/2023
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
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
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		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
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	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 NJ 07109	07/15/2015	07/15/2020
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	****6046	ATLANTIC SUN CONSTRUCTION CORP		58-46 59TH AVENUE MASPETH NY 11378	05/08/2015	05/08/2020
DOL	NYC	****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	NYC	****2591	AVI 212 INC.		260 CROPEY AVENUE APT 11BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020

**NYS DOL Bureau of Public Work Debarment List 02/11/2019**

**Article 8**

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	NYC	****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	NYC	****6555	BROOKLYN WELDING CORP		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	****6156	C & J LANDSCAPING & MAINTENANCE INC		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL	****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12 SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC	****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	****6745	CATSKILL FENCE INSTALLATIONS INC		5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6E JACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
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		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020

**NYS DOL Bureau of Public Work Debarment List 02/11/2019**

**Article 8**

DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
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 AVENUE ATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL	****2703	CONKLIN'S TECH- MECHANICAL INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
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	****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		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2C SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	NYC	****7707	DASSLE CONTRACTING INC		213-37 39TH AVE/SUITE 120 BAYSIDE NY 11360	05/08/2015	05/08/2020
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 PARKWAY FLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAY FLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAIR 145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL	****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL	****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUE PORT 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 BINGHAMTON NY 13904	02/04/2016	02/04/2021

**NYS DOL Bureau of Public Work Debarment List 02/11/2019**

**Article 8**

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		123 ALBANY NY	06/10/2014	06/10/2019
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVE WEST 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	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL	****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	DOL	****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUE BROOKLYN 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		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 BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL	****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
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 FL NEW 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		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302 STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL	****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021

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DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
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		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	NYC	****0346	H N H CONTRACTORS CORP		4558 BROADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	NYC		HAMEEDUL HASAN		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
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	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
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	****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETS YRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	AG		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	****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		J.A. HIRES CADWALLADER		P O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
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 HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
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		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 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL	****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
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



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DOL	DOL		JEROME LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	AG	****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL		JORGE VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACEYONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
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	****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	****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	AG	****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	09/15/2014	09/15/2019
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
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	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022

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DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DA	****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
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	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
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
DOL	NYC	****3141	MACKAY REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL	****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
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	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021

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DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSIONAL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSIONAL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
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	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL	****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
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	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	NYC	****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
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 BOULEVARD LONG 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

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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 FL NEW YORK NY 10038	03/12/2014	03/12/2019
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	NYC	****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
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	DA	****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
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		RANTI K PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL	****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	AG	****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	09/15/2014	09/15/2019
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	NYC	****3461	RELIANCE 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	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	****9148	RICHARD TIMIAN	RICH T CONSTRUCTION	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
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 BISSE SAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
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

**NYS DOL Bureau of Public Work Debarment List 02/11/2019**

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DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL	****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	09/16/2013	09/15/2019
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC		SAEED HASAN		4558 BROADWAY #6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	NYC	****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL	****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
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	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	NYC	****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL	****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	****7417	TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL	****7417	TADCO CONSTRUCTION CORP		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022

**NYS DOL Bureau of Public Work Debarment List 02/11/2019**

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DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
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	****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
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	****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
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	****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
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	****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	NYC	****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL	****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VIKTAR PATONICH		2630 CROPSY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
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	****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023

**NYS DOL Bureau of Public Work Debarment List 02/11/2019**

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DOL	DOL	****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL	****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

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:

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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.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> 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) ▶ _____	
	<b>4</b> 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>	
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> 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.

<b>Social security number</b>										
<b>OR</b>										
<b>Employer identification number</b>										

## 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## 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](http://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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
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 <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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), 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 <span style="float: right;">___ YES ___ NO</span>			
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 AFFILIATES' 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 AFFILIATES' 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?  YES  NO  
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.

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.

<sup>1</sup> "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





**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 WITHING 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.: \_\_\_\_\_

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NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

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NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

**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 \_\_\_\_\_

PROPOSAL \_\_\_\_\_

CERTIFICATION OF COMPLIANCE  
WITH IRAN DIVESTMENT ACT \_\_\_\_\_ [HAVE NOTARIZED]

NON-COLLUSIVE BIDDING CERTIFICATION \_\_\_\_\_ [HAVE NOTARIZED]

**PROPOSAL**

Date: \_\_\_\_\_

Proposal of \_\_\_\_\_

to furnish and deliver all labor, supervision, materials, and equipment and perform all work in accordance with the Specifications for the Old Cornell Cooperative Extension Building Asbestos Abatement in the Town of Westport, New York for the following lump sum cost.

The owner, Essex County, is tax-exempt. Do not include sales tax in Bid amounts.

The undersigned bidder has carefully examined the contract documents, site of the work, is familiar with existing conditions, and will provide all necessary insurance, bonds, machinery, tools, apparatus, false work and other means of construction, and do all the work and furnish all the materials called for by said contract according to the following bid, including all labor, supplies and equipment, permits, fees, overhead and profit for the following Lump Sum price. The Lump Sum price is to be shown in both words and figures. In the event of discrepancies, the amount shown in words shall govern. All items are to be furnished and installed in place complete.

(Amount in Words)

(Amount in Figures)

The undersigned further understands that the contract will be awarded to the competent, qualified bidder submitting the lowest bid for the Total Bid.

**ADDENDA ACKNOWLEDGEMENT**

<u>Addendum No.</u>	<u>Date Received</u>
_____	_____
_____	_____
_____	_____

The undersigned agrees as follows:

1. The total contract price bid shall be accepted as full compensation for the complete work subject to additions or deductions in quantity of work performed or changes agreed upon.
2. Within twenty (20) days from the date of "Notice of Acceptance" of the Proposal, to execute the contract and to furnish a satisfactory labor, material and performance bond in the amount of 100% of the contract price.
3. To execute the work as specified herein as soon as possible after notice of award.

4. To comply with requirements as to the conditions of employment, wage rates and hours set forth in the bidding documents.
5. Progress Payments will be made on a percentage of completion basis monthly.
6. 5% Retainage will be withheld until final approval of project(s).

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

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

Address: \_\_\_\_\_

Dated: \_\_\_\_\_

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