

MINIMUM SPECIFICATIONS FOR
DEMOLITION AND REMOVAL OF MULTIPLE STRUCTURES ON FOUR
RESIDENTIAL LOTS WITHIN CITY OF OLEAN

213 W. Greene St.
122 E. Henley St.
305 N. Seventh St.
331 N. Thirteenth St.

FOR

CITY OF OLEAN
101 East State Street
Olean, NY 14760

OCTOBER 25, 2018

ADMINISTERED BY:
CITY OF OLEAN
CODE ENFORCEMENT DIVISION

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City of Olean

Dept. of Fire, Buildings and E.S



Code Enforcement Division

Olean Municipal Building, Rm. 212

101 E. State St.

Olean, New York 14760

716-376-5683, 716-376-5707 (fax)

ADVERTISEMENT FOR BIDS

Sealed bids for **Demolition and Removal of Multiple Structures on Four (4) City-owned lots within the City of Olean** (213 W. Greene Street, 122 E. Henley Street, 305 N. 7th Street, 331 N. 13th Street), according to specifications, will be received by the undersigned, at the Code Enforcement Division, 101 E. State St., Room 212, Olean, New York, until **Friday, November 16, 2018 at 1:45 p.m.** after which they will be publicly opened at **2:00 P.M. in Room 212**, by the undersigned, under the direction of the Code Enforcement Department in the City of Olean. Each bid, at the time it is received, will be stamped showing date and time of receipt.

ALL BIDS MUST BE SEALED AND CLEARLY MARKED: Any bid not clearly marked will not be considered.

Codes #01-18- Demolition and Removal of Multiple Structures on Four (4) City-owned lots within the City of Olean.

Copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders will be available **October 25, 2018**, and may be secured from City of Olean Code Enforcement Office, 101 East State Street, Room 212, Olean, New York 14760, phone the Code Office at (716) 376-5683 or email codes@cityofolean.org.

All bids must be sent or delivered to City of Olean, Code Enforcement Division, 101 East State Street, Olean, NY 14760. Attention: Edward Jennings.

All bids must be accompanied by a NON-COLLUSIVE BIDDING CERTIFICATE and Bid Bond in the amount of 10% of bid total. All substitutions are to be submitted at time of bid as per the contract documents. No substitutions will be considered after the bid date. Any bid submitted without such certification and bid bond will not be accepted. Any bid not meeting ALL specifications will not be considered. City of Olean reserves the right to reject any or all bids, to waive any informalities, and to accept the lowest responsible bid.

Edward Jennings
Code Enforcement Supervisor
Olean Municipal Building
101 East State Street, Room 212
Olean, New York 14760

INSTRUCTIONS TO BIDDERS

1. BID DEPOSIT:

For a bid amount of \$10,000 or LESS a certified check for Five Hundred dollars (\$500) must be submitted with the bid. For a bid amount GREATER than \$10,000 a BOND or certified check for ten percent (10%) of bid amount must be submitted with the bid. The undersigned agrees that the bid security may be retained by the city until contracts have been signed and Performance Bonds have been delivered to the City. Should the successful bidder to whom the bid is awarded fail to execute the agreement submitted by the City in accordance with the formal bid and other contract documents and to furnish the required performance bond within fourteen (14) calendar days after the notice of award, the certified check or the bid bond amount shall be forfeited to the City as liquidated damages caused by such failure.

2. PERFORMANCE BOND.

The successful bidder or bidders shall, within two weeks after notice of the award, enter into a contract with the City of Olean and furnish a performance bond and a payment bond each in the amount equal to the full amount of the Contract. The Performance Bond and Payment Bond must be in a format acceptable to the City of Olean Attorney.

3. BID FORM

Bid shall be submitted on these City of Olean bid forms or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. All blanks must be filled in with required information or, if a bid item, the designation N/B (no bid).

4. CHANGES

Any change in wording or interlineation by a bidder of the inquiry as published by City of Olean shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

5. INFORMALITIES

The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. The contract award will be made to the responsible bidder submitting the lowest acceptable bid. Conditional bids will not be accepted.

6. BID TIME

Any bid may be withdrawn prior to the above scheduled time for the opening of bids, or authorized postponement thereof. Any bid received after the time specified shall not be considered.

7. INVESTIGATIONS

The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

8. BID ENVELOPE

Each bid must be submitted in a sealed envelope clearly marked as to contents therein, bearing on the outside the name and address of the bidder. If sent by mail, the sealed envelope containing the bid must be enclosed in another envelope labeled as specified.

9. NON-COLLUSIVE CERTIFICATION

Non-collusive bidding certification shall be made by each bidder in the form provided and shall be submitted as a part of the bid. Bids submitted without non-collusive bidding certification will be considered irregular and may be rejected by the City.

10. CONTRACT AWARD

Contract(s) or purchase order(s) will be awarded after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed delivery date.

11. REFERENCES

A list of references, including at least one reference located in Western New York, for whom the bidder has done work in the past must accompany the bid.

12. EXECUTORY CLAUSE

This executory clause shall be a part of any agreement entered into pursuant to this bid:

It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the City of Olean and appropriated therefore, and no liability on account thereof shall be incurred by the City beyond the monies available and appropriated for the purpose thereof.

13. DELIVERY SCHEDULE

Failure to meet delivery schedule as per accepted bid may result in legal action by City of Olean to recover damages.

14. PRICES

Prices shall be quoted F.O.B. destination, delivered inside and installed, or as otherwise specified in these specifications. "Tailgate delivery" will not be accepted

unless specified by the City.

15. TRANSPORTATION CHARGES

Collect transportation charges will not be paid by the City. All freight, cartage, rigging, postage or other transportation charges shall be prepaid, unless otherwise stated in the Detailed Specifications herein.

16. TAXES

No taxes are to be billed to the City. Bid shall not include any Federal, State, or local excise, sales, transportation, or other tax unless Federal or State law specifically levies such tax on purchases made by a political subdivision. Any applicable taxes from which the City is not exempt shall be listed separately as cost elements, and added into the total net bid.

17. COMPLIANCE WITH LAWS

The successful bidder shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.

HAZARD COMMUNICATION. In complying with the above laws, rules and regulations, and pursuant to 12 NYCRR Part 820 and Section 876 of the Labor Law, it is the responsibility of the City to provide the successful bidder with the following information:

- (a) the Safety data sheets (SDS) for any hazardous chemicals to which employees may be exposed will be made available,
- (b) the telephone numbers of plant personnel who are to be contacted in the event of a chemical spill or accident, and,
- (c) emergency procedures in the event of a fire or spill.

SAFETY DATA SHEETS. The successful bidder shall be responsible for the provision of the SDSs to the City prior to introducing hazardous materials onto the site, assuring compliance before work is started, and disseminating any information to City employees concerning significant chemical hazards that the successful bidder is bringing to the City's workplace. The SDSs will be obtained from the successful bidder for all hazardous materials prior to bringing the materials on the site. These SDSs will be maintained by the City as long as those materials are present. It is the responsibility of the successful bidder to train its own employees.

19. DISCRIMINATION

The successful bidder agrees:

- (a) that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color,

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;

- (b) that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin;
- (c) that there may be deducted from the amount payable to the contractor by the City under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- (d) that this contract may be canceled or terminated by the City and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
- (e) the aforesaid provisions of this section covering every contract for or on behalf of the City of Olean for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York. (N.Y. State Labor Law Article 8 Section 220-e)

20. WAGE RATES

Construction, reconstruction, or repair contracts for public work are subject to prevailing wage rates, as established by the State of New York Department of Labor. The successful bidder on any contract for public work to which the provisions of the New York State Labor Law Article 8 apply agrees that:

- (a) No laborer, workman or mechanic in the employment of the contractor, subcontractor or other person doing or contracting to do the whole 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. (Section 220, subd. 2, N.Y. State Labor Law)
- (b) Each laborer, workman, or mechanic employed by the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract shall be paid not less than the hourly prevailing rate of wage and provided supplements not less than the prevailing supplements as designated by the New York State Industrial Commission. (Section 220, subd. 3, N.Y. State Labor Law)

A schedule of prevailing hourly wage rates is attached to this packet.

21. CONTRACT ASSIGNMENTS

The bidder shall not assign, transfer, sublet, or otherwise dispose of this contract, or of its right, title or interest in the contract, or its power to execute the same, to any other person or corporation without the previous consent, in writing, of the Chairman of the Cattaraugus County Legislature.

22. ADDITIONAL INFORMATION

Any additional information which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

23. WORKMANSHIP

Workmanship must meet with the approval of the department head or heads involved, and shall be first class in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what state of completion may be rejected and shall be made good by the contractor at his own expense.

24. HOLD HARMLESS

The successful bidder to whom the bid is awarded shall indemnify and hold harmless the City of Olean and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

25. BID VALIDITY

This bid is firm and irrevocable for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded may withdraw his bid by serving written notice of his intention to do so upon the City of Olean Code Enforcement Office. Upon withdrawal of the bid pursuant to this paragraph, the City will forthwith return the bidder's security deposit.

26. CONTRACT INTEREST

No official, or employee of the City, who is authorized in such capacity, and on behalf of the City, to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving this contract shall become directly or indirectly interested personally in this contract or in any part hereof. No officer or employee of, or for the City, who is authorized in such capacity, and on behalf of the City, to exercise any supervisory, administrative, or other function, in connection with this contract, shall become directly or indirectly interested personally in this contract or any part hereof.

27. OTHER CUSTOMERS

Prices charged to the City of Olean are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any

similar items, he shall so indicate that he has said contract on these bid papers and supply a copy of this contract within 5 days if so requested by the City.

28. PRICE IS FIRM

The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid with the exception of the asphalt, diesel fuel, kerosene and gasoline bids, which are permitted escalator prices in accordance with the detailed specifications for those products. No cost increase shall be charged for any reason whatsoever.

29. BIDDER AFFIRMATION

In executing this bid, the bidder affirms that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

30. INSURANCE

The (Contractor, Vendor, etc.) shall secure and maintain, at its own cost and expense, insurance coverage specified in Appendix (A) attached hereto, complying with Classification "(selected on form)", with insurance companies licensed in the State of New York. The City of Olean must be named as an additional insured for purposes of coverage, but not for payment of premium. The (Contractor, Vendor, etc.) shall file a certificate of insurance with the City of Olean covering all acts performed by the (Contractor, Vendor, etc.) prior to performing pursuant to this Agreement or receiving any payment thereunder and shall be responsible for updating the certificate as necessary throughout the term of the Agreement. All Certificates of Insurance shall provide that the City of Olean be given thirty (30) days' notice prior to non-renewal or cancellation of these policies. **Certificate of Insurance shall be furnished by the bidder within five (5) days of the "Intent to Award" and prior to signing of contract.** Failure to supply a satisfactory certificate within five (5) days after the "Intent to Award" may result in the cancellation of award and for the forfeiture of the Contractor's bid security, in the sole discretion of the City.

31. STATE CONTRACTS:

The City reserves the right to purchase the commodity being bid, from State Contract when it is most beneficial to the City to do so.

32. LITIGATION:

In the event any litigation shall arise from this contract,

the laws of the State of New York shall control any litigation, regardless of which party shall institute such action.

33. MUNICIPAL EXTENSION:

The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the specifications. The City guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The City of Olean reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods (materials and equipment) and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104 and Local Law 4.5 of the City of Olean. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to the contract between the City of Olean and the vendor.

34. IRAN DIVESTMENT ACT OF 2012:

Iran Divestment Act of 2012 shall be made by each bidder on the form provided and shall be submitted as a part of the bid. Bids submitted without Iran Divestment Act of 2012 form will be considered irregular and may be rejected by the City.

35. Liquidated Damages

For each calendar day, or any portion thereof, that any work remains uncompleted after the contract completion date specified in the contract agreement, Liquidated Damages from the contract completion date to the final date of completion of the work will be assessed against the Contractor. Liquidated Damages will be assessed not as a penalty, but as liquidated damages; provided however that due account shall be taken of any adjustment of the contract time for completion of the work as provided for elsewhere in the specifications.

Liquidated damages will be in the amount of 1% of the contract bid on a per calendar day basis.

Permitting the Contractor to continue and finish the work or

any part of it after the time fixed for its completion or after the date to which the time for completion may have been extended, will in no way constitute a waiver on the part of the City of any of its rights under the contract.

36. PAYMENTS

The City shall make payments on the account of the Contract as follows:

- (a) Upon request from the Contractor, the City will review and approve statements prepared by the Contractor for the total quantity of work properly completed by the Contractor as of a specified date noted on the statement. No such statement, however, will be reviewed by the City within one month after the start of Work under contract, or at intervals of less than one month. The City will pay the Contractor 95% of the amount of each statement, less prior payments, forty-five (45) days after approval of the statement. Neither statement nor payment shall mean that any Work is accepted. The statements should be based on the percent complete of each subtask noted in the Itemized schedule.
- (b) The 5% of the value of completed Work withheld from the Contractor will be paid to the Contractor by the City upon: (1) the completion of all Work to the satisfaction of the City; and (2) the Contractor has filed with the City a certification of payment of all labor and materials and certificate of release of liens in connection with this agreement.
- (c) The City reserves the right, at any time, to modify or change the Plans or Specifications as deemed necessary and the Agreement shall not be invalidated thereby, however;
- (d) If the Contractor considers that he is being required to perform extra work for which no Change Order has been issued, then he shall serve Written Notice upon the City prior to such extra work is performed. On failure to serve this Notice, all rights of the Contractor to be paid therefore shall be forfeited.

MINIMUM SPECIFICATIONS FOR DEMOLITION AND REMOVAL OF EXISTING STRUCTURES

GENERAL: It is the intent of these specifications to describe the need of City of Olean for the demolition and removal of various structures within City of Olean.

Description of Properties:

213 West Greene Street: Two-story house approximately 1,937 square feet with a full basement (1103 sq. ft.) and one covered porch (9 sq. ft.). There are no outbuildings located on the lot. A copy of the **Asbestos Abatement Report** can be found in Appendix F in accordance with Industrial Code Rule 56. The property is served by municipal (City of Olean) sewer and water, which will be disconnected by the City.

122 East Henley Street: Two-story house approximately 2,660 square feet with a half basement (1330 sq. ft.) and four covered porches (each measuring 200 sq. ft.). There are no outbuildings located on the lot. A **controlled demolition** will be required in accordance with Industrial Code Rule 56 and a copy of the Asbestos Report can be found in Appendix G. The property is served by municipal (City of Olean) sewer and water, which will be disconnected by the City.

305 North Seventh Street: Two-story house approximately 1,924 square feet with a full basement (962 sq. ft.) and one covered porch (128 square foot). There are no outbuildings located on the lot. A **controlled demolition** will be required in accordance with Industrial Code Rule 56 and a copy of the Asbestos Report can be found in Appendix H. The property is served by municipal (City of Olean) sewer and water, which will be disconnected by the City.

331 North Thirteenth Street: Two-story house approximately 2,466 square feet with a crawlspace basement, one 88 sq. ft. enclosed porch, and one 120 sq. ft. covered porch. There are no outbuildings located on the lot. As no asbestos inspection could be performed per Subdivision 56.5.1(b) of the Industrial Code Rule 56 the structure shall be assumed to contain asbestos, and shall be demolished per this Part. A **controlled demolition** will be required in accordance with Industrial Code Rule 56. The property is served by municipal (City of Olean) sewer and water, which will be disconnected by the City.

Results of Asbestos Inspections:

See Appendices F, G & H as outlined above. An asbestos inspection was not performed at 331 North Thirteenth Street.

FOR ALL PROJECTS LISTED WITH ASBESTOS THE SUCCESSFUL BIDDER OR SUBCONTRACTOR MUST BE NEW YORK STATE CERTIFIED FOR ASBESTOS DEMOLITION.

A **Lump Sum Bid** can be submitted for the four properties as one project.

Bid Alternates can be submitted for **each structure to be bid as individual projects.**

1) SCOPE OF WORK:

- A. The successful bidder shall remove from any and all structures including, deck(s) and chimney(s). Removal of the structures is to include all interior furnishings, windows, rubbish, garbage, appliances, fixtures, plumbing, heating systems, wiring, etc. The bidder will also be responsible for protection of existing structures on adjacent lots, removing combustible materials, debris and garbage from the entire site, removing existing foundation to a point 2-feet below the finished grade, grading of the building footprint, filling the basement area with compacted bank run gravel to meet the existing grade, final grading to blend into existing grade, placing 4 inches of topsoil, seeding, protecting existing trees, utilities and other items that are to remain. The successful bidder shall be responsible for protection of existing utilities at the site.
- B. Each bidder shall visit the site where the structures are located, and thoroughly inform himself/herself of all conditions and factors which would affect the prosecution and completion of the work and the costs

thereof, including the arrangement and conditions of existing or proposed structures affecting, or which are affected by, the proposed work, such as surface utilities.

- C. The successful bidder is to provide all materials, labor, and equipment to complete the removal of structure(s).
- D. The successful bidder shall work with the Code Enforcement Division to obtain the demolition permits for the project from the New York State Department of State – Code Enforcement Division for the project. The City shall be listed as the applicant on the permit.

The successful bidder shall also be responsible for obtaining all other required permits. The successful bidder shall be required to contact the City of Olean Department of Public Works and obtain proper permits to replace any damaged sidewalks caused by the demolition of such structures.

- E. The successful bidder shall be responsible for obtaining any permit and for making any notification from or to the New York State Department of Labor- Asbestos Control Bureau. The Successful bidder shall also be responsible for any costs or fees associated with the asbestos permits and/or notifications.

2) COMPLETION DATE: All work shall be completed by **January 18, 2019**.

3) MAINTAINING TRAFFIC:

- A. The successful bidder will not close or obstruct streets, roads, or store materials on sidewalks, alleys, passageways or rights of way without proper permits.
- B. The successful bidder will conduct his/her operations with a minimum interference with roads, streets, driveways, alleys, sidewalks and other means of ingress and egress.
- C. The successful bidder will provide, erect and maintain lights, barriers, and other items as may be required to maintain traffic, or as required by local ordinances.

4) PROTECTION:

- A. The successful bidder shall protect adjacent property against damages which might occur from falling debris or other cause.
- B. The successful bidder shall take precaution to guard against movement, or settlement of adjacent buildings. The successful bidder will provide and place bracing and shoring as required. If at any time the safety of adjacent structures appears to be endangered, the successful bidder shall cease operations and notify the Code Enforcement Division immediately.
- C. If additional shoring or bracing is required, it shall be furnished by the successful bidder without additional cost to the City.
- D. The successful bidder shall maintain access to and from adjacent property.

5) UTILITIES REQUIRED DURING CONTRACT PERIOD:

Any utilities and services necessary for the completion of the work shall be installed by, or for the successful bidder, at his/her expense, and shall be removed when no longer required.

6) PRIVATE PROPERTY:

The successful bidder shall not enter upon private property for any purpose without obtaining permission, and he/she shall be responsible for the preservation of all public property, trees, monuments, and other items along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. The successful bidder shall use suitable precautions to prevent damage to pipes, conduits, and to other underground structures, and shall protect carefully from disturbance or damage to all monuments and

property marks, until an authorized agent has witnessed, or otherwise referenced, their location and shall not remove them until directed.

7) REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES:

At the termination of this contract, before acceptance of the work by the City, the successful bidder shall remove all of his/her equipment, tools and supplies from the property of the City. Should the successful bidder fail to remove such equipment, tools and supplies, the City shall have the right to remove them at the successful bidder's expense.

8) ADJOINING PROPERTY:

- A. The successful bidder shall be fully responsible for any and all damage or injury to property outside of the project site caused by his/her work.
- B. The City shall be relieved of any and all responsibility from any claims due to such injury or damage, and the successful bidder shall defend any action of law at equity brought by reason thereof.

9) BARRICADES AND SIGNS:

The successful bidder shall provide an adequate safety fence and sign(s) and take all necessary precautions for the protection of the work and the safety of the public.

STRUCTURES TO BE DISASSEMBLED:

1) REMOVAL OF ASBESTOS CONTAMINATED MATERIALS:

Any asbestos encountered shall be handled according to the latest Federal, State, and local regulations for demolition and removal of asbestos contaminated materials including but not limited to New York State Industrial Code Rule 56 (12 NYCRR 56).

2) DEMOLITION PROCEDURE:

- A. All asbestos containing material identified in the attached Asbestos Surveys shall be removed and the site certified as cleared.
- B. Material and debris resulting from the demolition shall be removed from the premises as rapidly as possible by the successful bidder.
- C. No combustible material shall be allowed to remain within, or to be used to fill, any basement area or other subsurface void or vault.
- D. The basement walls and other foundations shall remain as stated above.

3) SALVAGE OR DISPOSAL:

- A. The successful bidder shall be entitled to all materials. All piping, conduits, cables and other equipment belonging to public service companies shall not become the property of the successful bidder, unless abandoned by the various companies owning or controlling the same.
- B. All disassembled materials become the property of the successful bidder, unless otherwise indicated and shall be promptly removed from the site.

4) AIR MONITORING:

The City shall be responsible for obtaining the air monitoring for the project where necessary. The Contractor shall inform the City seventy two (72) hours before the need for air monitoring service. The Contractor shall

not engage in any work requiring air monitoring until the air monitor technician is on site and ready to perform the required measurements.

PAYMENT:

Payment will be made after work is completed, accepted by the Code Enforcement Division, and a voucher submitted to the Code Enforcement Division.

INSURANCE:

The successful bidder shall provide insurance in accordance with the enclosed form with minimum insurance coverage Type "A – Construction & Maintenance".

SITE INSPECTION:

The exterior of the structures can be inspected at any time during the bidding. Interior inspection of the structures will be done by appointment only.

To schedule an appointment please contact Edward Jennings, Code Enforcement Division (716) 376-5683.

AWARD PROCEDURE:

LUMP SUM BID

The City shall award the maximum number of projects as budgetary constraints will allow to the lowest responsible bidder. The order of the award(s) will be based on budgetary constraints and determined by the City.

BID FORM

Lump Sum Bid for:

213 West Greene Street \$ _____

122 East Henley Street \$ _____

331 N. Thirteenth Street \$ _____

305 N. Seventh Street \$ _____

TOTAL LUMP SUM \$ _____

FOR ANY PROJECT REQUIRING THE REMOVAL OR MITIGATION OF ASBESTOS MATERIALS THE BIDDER OR SUBCONTRACTOR TO THE BIDDER MUST SUBMIT WITH THE BID, A COPY OF ITS VALID NEW YORK STATE ASBESTOS CONTRACTOR'S LICENSE.

NOTE: By signing this bid form and submitting a bid, the bidder acknowledges that they have read, understand and agree to all aspects of this document as presented. Conditional bids will not be accepted.

NAME OF FIRM SIGNATURE

Federal ID No. _____ PRINT/TYPE

NAME: _____

ADDRESS DATE PHONE NO.

IF PAYMENT IS TO BE MADE TO OTHER THAN THE ABOVE NAMED COMPANY, PLEASE FILL IN COMPANY NAME AND ADDRESS HERE.

AWARD PROCEDURE:

EACH STRUCTURE IS TO BE BID AS AN INDIVIDUAL PROJECT

The City shall award the maximum number of projects as budgetary constraints will allow to the lowest responsible bidder. The order of the award(s) will be based on budgetary constraints and determined by the City.

ALTERNATE BID FORM

- A. (1) Lump Sum Bid for: 213 West Greene St., Olean \$ _____
- A. (2) Lump Sum Bid for: 122 East Henley St., Olean \$ _____
- A. (3) Lump Sum Bid for: 331 N. Thirteenth St., Olean \$ _____
- A. (4) Lump Sum Bid for: 305 N. Seventh St., Olean \$ _____

FOR ANY PROJECT REQUIRING THE REMOVAL OR MITIGATION OF ASBESTOS MATERIALS THE BIDDER OR SUBCONTRACTOR TO THE BIDDER MUST SUBMIT WITH THE BID, A COPY OF ITS VALID NEW YORK STATE ASBESTOS CONTRACTOR'S LICENSE.

NOTE: By signing this bid form and submitting a bid, the bidder acknowledges that they have read, understand and agree to all aspects of this document as presented. Conditional bids will not be accepted.

NAME OF FIRM	SIGNATURE
Federal ID No. _____	PRINT/TYPE
NAME: _____	

ADDRESS	DATE	PHONE NO.
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IF PAYMENT IS TO BE MADE TO OTHER THAN THE ABOVE NAMED COMPANY, PLEASE FILL IN COMPANY NAME AND ADDRESS HERE.

LOCAL LAW CHAPTER LL4.5 CITY OF OLEAN, NEW YORK

A LOCAL LAW ESTABLISHING UNIFORM GUIDELINES FOR DETERMINING
THE RESPONSIBILITY OF BIDDERS

BE IT ENACTED by the Common Council of the City of Olean ("the City"), as follows:

Section LL4.5-1. Legislative Intent.

It is the intent of this article to enhance the City's ability to identify the lowest responsible bidder on public works construction projects by instituting more comprehensive submission requirements and an evaluation system which is in compliance with New York State General Municipal Law. The City, based upon its experience, has determined that quality workmanship, efficient operation, safety, and timely completion of projects are not necessarily assured by awarding a public works contract solely on the basis of the low price. This article establishing uniformity of guidelines for determining the responsibility of bidders will assure efficient use of taxpayer dollars, will promote public safety, and is in the public interest.

Section LL4.5-2.1. Public Works.

For purposes of this article, the term "public works" shall mean the following: any constructing, altering, reconstructing, repairing, rehabilitating, refinishing, refurbishing, remodeling, remediating, renovating, custom fabricating, maintenance, landscaping, improving, moving, wrecking, painting, decorating, demolishing, and adding to or subtracting from any public building, structure, highway, roadway, street, alley, bridge, sewer, drain, ditch, sewage disposal plant, water work, parking facility, railroad, excavation, or other project, development, real property, or improvement, or to any part thereof, whether or not the performance of the work herein described involves the addition to, or fabrication into, any structure, project or development, real property or improvement herein described of any material or article of merchandise, which is paid for out of public funds in an amount exceeding \$250,000. The term also includes any public works leased by the City under a lease containing an option to purchase exceeding the threshold of \$250,000 established hereby

Section LL 4.5-2.2 Responsible Bidder Questionnaire.

(a) New York State Vendor Responsibility Questionnaire. Before a public works contract may be awarded pursuant to General Municipal Law § 103, contracting officials shall determine the responsibility of potential contractors and subcontractors by reviewing uniform questionnaires submitted by each contractor and subcontractor for the project. All bidders are required to submit the New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2) form (hereinafter "uniform questionnaire") with appendices A, B, and C to ascertain information as to integrity, responsibility and competence.

(b) List of subcontractors. Each bidder shall submit a list of the subcontractors used in the calculation of the bid upon submission of the uniform questionnaire.

(c) Conformity by subcontractors. Subcontractors shall complete the uniform questionnaire and meet the same responsibility standards as contractors to be eligible to work on public work contracts. Questionnaires shall be completed by subcontractors no later than the time and date of the award. The City reserves the right to reject the bid on the basis of unsatisfactory questionnaire responses by a subcontractor designated to perform work by the bidding general contractor.

Section LL4.5-2.3. Requirements.

All general bidders and sub-bidders (including sub-subbidders) for construction projects funded by the City of Olean as set forth above in § LL4.5-2 shall, as a condition of the bid, agree, in writing, that they shall comply with the obligations established by this article.

(1) The City shall require that all bidders fill out the uniform questionnaire in order to ascertain the financial responsibility, accountability, reliability, skill, judgment, and integrity of the apparent lowest bidder.

(2) The City shall utilize the Guidelines for Responsibility Determinations as set forth in Executive Order No. 170 (9 NYCRR 4.170) in evaluating the responsibility of contractors and determining the lowest responsible bidder.

(3) Contractors and all subcontractors shall properly classify their workers as employees rather than as independent contractors, unless those workers meet the definition of "independent contractor" as defined by the Internal Revenue Service, and shall treat said employees accordingly for purposes of workers compensation insurance coverage, unemployment insurance, employment taxes, and social security taxes.

(4) The contractors and all subcontractors shall require each employee to sign in and out at the beginning and end of each day, and list next to his or her name his or her craft, and to provide such information to the City Director of Public Works ("the Director") on a biweekly basis. Such information shall be kept in the Commissioner's office for a period of three years, and copies of same shall be made available to the public immediately upon Freedom of Information Law (FOIL) request.

Section LL4.5-2.4. Procedure.

(a) The Director, or other department head soliciting public works bids, shall distribute to all bidders a copy of this article and the uniform questionnaire, and thereafter collect from bidders all information required by this article, and keep such information in his/her offices for a period of three years, review of which will be made available to the public.

(b) If a bidder fails or refuses to provide all the information required by this article, or provides false information, the bidder's bid will be rejected at the bid opening.

(c) The Director shall post a list of the three low apparent bidders on the City of Olean website five days after the bid opening.

(d) If the apparent lowest bidder is deemed not responsible, then the next lowest bidder will be reviewed and so on until the lowest bidder is deemed responsible and selected as the lowest responsible bidder. In the event a bidder fails to furnish the requested information, the bidder shall be deemed disqualified and determined to be not responsible, and the next lowest bidder shall become the apparent lowest bidder.

(e) Not later than five calendar days prior to a final determination that the apparent lowest bidder is not responsible, the City will notify the party of same, in writing, stating the reasons and setting forth a reasonable time, date and place for the apparent low bidder to appear and be heard.

(f) If the bid of the lowest responsible bidder appears disproportionately low when compared with estimates obtained by or on behalf of the City and/or compared to other bids submitted (10% or greater

disparity), the City reserves the right to inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.

(g) If a bidder is found to have willfully violated New York Labor Law § 220 within the previous five years, that bidder shall automatically be deemed "not responsible," and his bid shall be rejected unless the Commissioner, subject to review by the Public Works Committee of the Olean City Legislature, determines otherwise. Otherwise, based on all of the information collected pursuant to this article and any other factor deemed relevant, the Commissioner of Public Works, or other department heads soliciting public works bids, shall determine if the apparent lowest bidder is in fact responsible.

(h) Credit toward bid award. The following criteria shall be used as a credit toward a bid determining the lowest responsible bidder. If the City applies any credit(s) towards a bid, the credit(s) will not reduce the amount of a contract. EXAMPLE: \$1,000,000 bid received a \$50,000 local bidder credit. For purposes of determining the lowest bidder, the contractor's bid is \$950,000. However, the contract price will remain \$1,000,000.

(1) The City shall apply a credit equal to 5% or \$50,000, whichever is less, based on the local bidder's bid. A local bidder is an individual or business entity that establishes it has a place of business located in the county where the work is to be performed for at least one year prior to the deadline for submitting bids, and can demonstrate for one year prior to the deadline for submitting bids that it has paid a minimum of \$5,000 in sales tax in the county where the work is to be performed. In the event a local bidder does not bid on the project, a bidder that establishes it has a place of business located within an adjacent county in New York where the work is to be performed for at least one year prior to the deadline for submitting bids will receive a credit equal to 1%, or \$10,000, whichever is less; and

(2) The City shall apply a credit equal to 2% or \$20,000, whichever is less, towards the bid of a bidder with a local workforce. "Local workforce" means at least 25% of the bidder's construction employees reside in the county where the work is to be performed or in a county adjacent to the county where the work is to be performed. The bidder is not required to have a place of business in the county where the work is to be performed for this credit to apply.

(3) It is the sole responsibility of the bidder to request the credit based upon any of the above criteria.

Section LL4.5-2.5. Incomplete submissions by bidders and subcontractors.

It is the sole responsibility of the contractor to comply with all submission requirements at the time it submits its bid to the City. The submission requirements also apply to all subcontractors, except that the contractor shall submit all subcontractor questionnaires to the City of Olean no later than the date and time of the contract award. Contractor and/or subcontractor submissions deemed nonresponsive will result in automatic rejection of the bid.

Section LL4.5-2.6. Sanctions.

(a) Any bidder or subcontractor bidder who fails to comply with any of the obligations described as determined by the Commissioner may, in the sole discretion of the City, and only following an opportunity for the bidder to be heard, be subject to one or more of the following sanctions:

- (1) Temporary suspension of work on the project until compliance is obtained; or
- (2) Withholding by the City of payment due under the contract until compliance is obtained; or
- (3) Permanent removal from any further work on the project; or
- (4) Liquidated damages payable to the City in an amount equal to 5% of the dollar value of the general contract.

(b) In addition to the above sanctions, any contractor or subcontractor, or principal officer who has been determined to have violated any of the provisions of this article shall be barred from performing any work on future contracts awarded by the City for six months for the first violation, three years for the second violation, and permanently for the third violation.

(c) Any sum collected as a penalty pursuant to this section shall be applied toward enforcement and administration costs.

Section LL4.5-2.8. Materiality.

The requirements of this article are a material part of the bid documents, and the contract and the successful bidder shall insert this article in all subcontracts.

Article 11. Best Value Procurement Policy

Section LL4.5-3. Purpose. The Olean City Common Council of the City of Olean hereby enacts the following article pursuant to the State of New York General Municipal Law Section 103(1) and of all other applicable laws.

Section LL4.5-4. Definition of best value.

(a) Accordingly, the City of Olean hereby authorizes the use of the best value standard as part of the City procurement policies.

(b) Best value is defined in New York State Finance Law Section 163. When awarding contracts under the best value standard, the City must consider the overall combination of quality, price and other elements of the required commodity or service that in total are optimal relative to the needs of the City of Olean. Use of the best value standard must rely, wherever possible, on objective and quantifiable analysis. The best value standard may identify as a quantitative factor whether offers are small businesses or certified minority- or women-owned business enterprises as defined in New York Executive Law Section 310. The best value standard may only be used for purchase contracts, which includes contracts for service work, but excludes any purchase necessary for the completion of a public works contract pursuant to Article 8 of the Labor Law.

Appendix A

Insurance Requirements

Non-Collusive Bidding
Certification

Legal Status Form

Bid for Performance

Bid Bond

Iran Divestment Act of 2012

1.9.7 Insurance Requirements.

Prior to award of contract the successful bidder shall supply copies of insurance certificates as follows:

1) Insurance covering claims under workers compensation, disability benefit and other similar employee benefit acts, against himself/herself or any of them, or by anyone for whose acts any of them may be liable.

2) Contractor's General Liability Insurance.:	
Each Occurrence	\$ 1,000,000
Damage to Rented Premises (each occurrence)	\$ 1,000,000
Medical Expense (any one person)	\$ 5,000
Personal & Adv. Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products - Comp/Op Agg	\$ 2,000,000

3) Automobile Liability Insurance:	
Combined Single Limit (each accident)	\$ 1,000,000

4) Excess/Umbrella Liability:	
Each Occurrence	\$ 5,000,000
Aggregate	\$ 5,000,000

5) Workers' Compensation and Employers' Liability:	
E.L. Each Accident	\$ 100,000
E.L. Disease – Each Employee	\$ 100,000
E.L. Disease – Policy Limit	\$ 500,000

6) Endorsements on all insurance, there shall be attached to and made, a part of every policy or certificate of insurance required hereunder, as the case may be, an endorsement stating that "The Insurance Company agrees that policy number _____ shall not be canceled or allowed to lapse until sixty (60) days after the owner has received written notice of the cancellation or change or lapse, as evidenced by return receipt or certified or registered letter, and it is agreed further that as to lapsing such notice will not be valid if mailed more than 15 days prior to the expiration date shown on this policy".

7) The certificate must name the City of Olean as additional insured.

The following statement must be subscribed by the bidder and affirmed by such bidder as true, under the penalties of perjury.

Pursuant to Section 103-d of the General Municipal Law.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

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; 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

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.

(For use of individual bidder)

IN WITNESS WHEREOF, I, _____, doing business under the style and name of _____ at _____ have hereunto subscribed my name under the penalties of perjury at _____ on this ____ day of _____, 20 ____.

d/b/a _____

(For use of partnership bidder)

IN WITNESS WHEREOF, this non-collusive bidding certification has been subscribed, under the penalties of perjury, at _____ on this ____ day of _____, 20 ____, by _____, one of the partners or co-partners of the partnership composed of _____ and _____ doing business under the style, partnership, and firm name of _____ at _____.

Partnership Name
By _____
Co-Partner

(For use of corporate bidder)

RESOLVED, that _____ (name of corporation) be authorized to sign and submit the bid or proposal of this corporation for the following project _____ and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable, under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by _____ Corporation at a meeting of its board of directors held on the ____ day of _____, 20 ____.

Dated at _____ on this ____ day of _____, 20 ____.
(SEAL OF THE CORPORATION)

Secretary

Name of Bidder

By _____
Title

LEGAL STATUS INFORMATION

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME: _____

Federal ID No.: _____

PRINCIPAL OFFICE:

Street _____

City, State, Zip _____

Telephone __ () _____ Fax __ () _____

LOCAL OFFICE:

Street _____

City, State, Zip _____

Telephone __ () _____ Fax __ () _____

CONTRACT TO BE SENT TO: Principal Office _____ Local Office _____

Corporation _____ Partnership _____ Individual _____

(Incorporated under the Laws of the State of _____)

(If foreign corporation, state if authorized to do business in the State of New York:

Yes _____ No _____ Not Applicable _____)

TRADE NAMES:

NAMES AND ADDRESSES OF PARTNERS:

NAME, TITLE, AND ADDRESS OF PERSON AUTHORIZED TO SIGN CONTRACT ON BEHALF OF BIDDER:

Name: _____

Title: _____

Address: _____

PLEASE TYPE OR PRINT
BID FOR PERFORMANCE OF CONTRACT WITH
CITY OF OLEAN
101 EAST STATE STREET
OLEAN, NEW YORK 14760

TO: City of Olean Code Enforcement Division, Olean, New York, herein after called the City.

The undersigned, desiring to interpose a bid to provide services for **CODE BID #01-18 - Demolition and Removal of Multiple Structures on Four (4) Residential Lots within the City of Olean**, for City of Olean Code Enforcement Division, does hereby accept all terms, conditions, and agreements contained and set forth in the, Minimum Specifications, Non-Collusive Bidding Certification, Legal Status Information and Bid for Performance of Contract with Cattaraugus County Legislature and does hereby certify, agree and propose as follows:

The undersigned declares that he/she has examined all of the attached documents, and hereby proposes and agrees that, if this bid is accepted, he/she will contract with the City, such contract incorporating the provisions of the documents attached hereto, to furnish all the materials and services and do all the work specified in the attached documents in the manner and time herein specified and according to the requirements as herein set forth, and to take in full payment therefore the bid prices set forth on the preceding specification sheets.

If this proposal is accepted by the City and the undersigned fails to contract as aforesaid, within ten days (not including Sunday) from the date of notice from the City to him/her, then the City may at its option, determine that the bidder has abandoned his/her right to enter into the contract and thereupon the bid and acceptance shall be null and void.

The full name and residences of all persons and parties interested in the foregoing bid as principals are as follows: (Individuals or partnership bids only)

INDIVIDUAL, PARTNERSHIP OR CORPORATE USE

The undersigned certifies, under penalty of perjury, that he is fully authorized to sign this bid.

Name and Address of Bidder:

Authorized Signature and Title:

Signature

Title

Date

BID BOND

Accompanying this proposal is a Certified Check, Bid Bond, cash for the amount of
\$ _____: (10% of the total bid).

In case this proposal shall be accepted by the Common Council, and the undersigned shall fail to execute the Contract, the moneys represented by such shall be regarded as liquidated damages and shall be forfeited and become the property of the City of Olean, otherwise to be returned to the depositor.

On acceptance of this proposal for said work, the undersigned does or do hereby bind himself, herself or themselves to enter into a written Contract within 14 days of the date of notice of award, with the City, and to comply in all respect in relation to bond for faithful performance of the terms of the said Contract.

By: _____
Legal Name of Person, Firm or Corporation

Title

Date

Company

Address _____
City State Zip

Telephone

Email Address

Pursuant to State Finance Law §165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy sector.

General Municipal Law §103-g(4) states as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or service performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.

The below signed bidder affirms the following as true under penalties of perjury:

- a. “By submission of this bid, the bidder identified herein and each person signing on behalf of the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and behalf that this bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the state finance law.”

Corporate or Company Name

By:

Signature

Title

Sworn to before me this

____ day of _____, 20 ____

Notary Public

Appendix B

Location Pictures & Maps

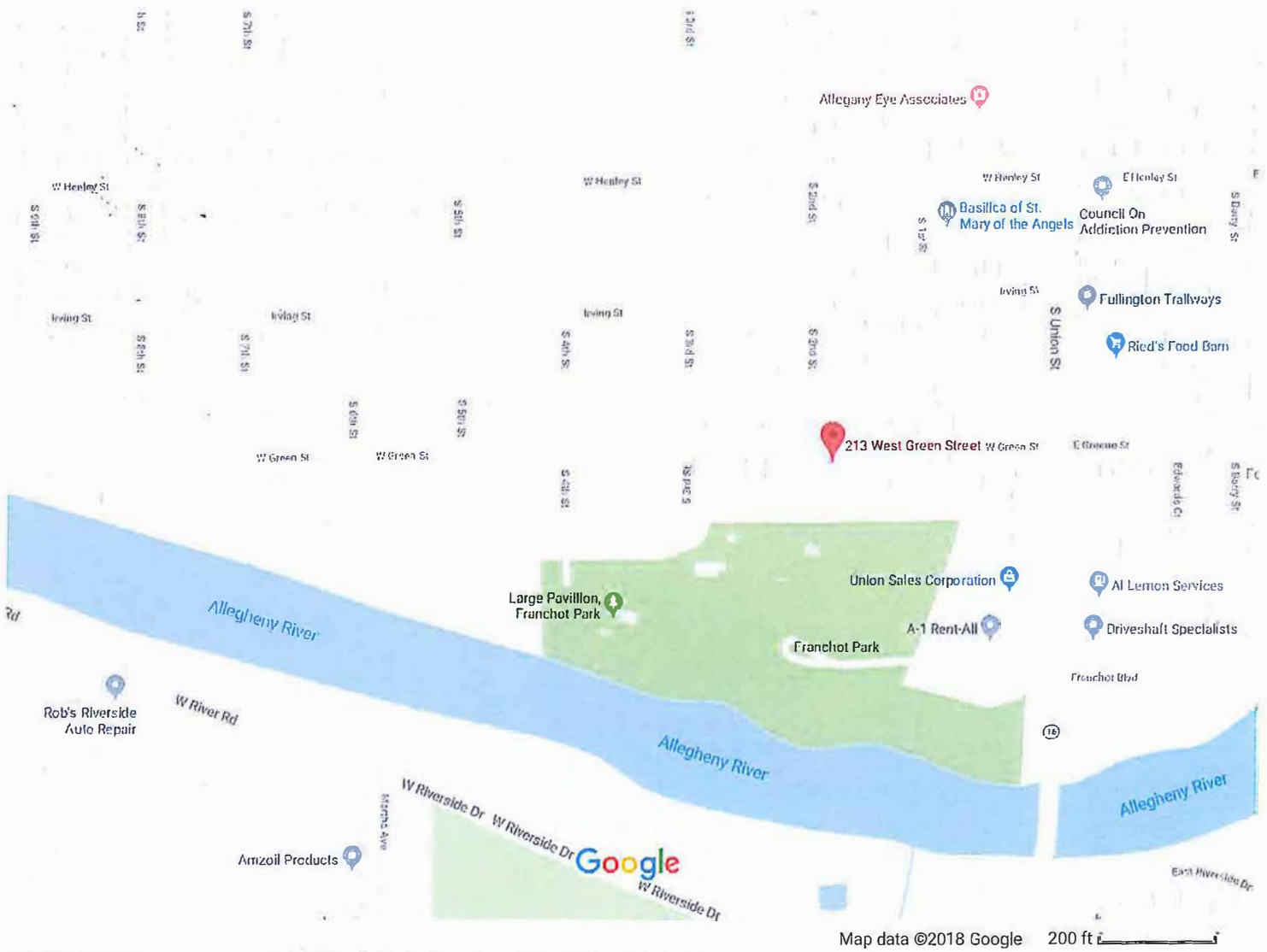
213 West Greene Street





213 W. Greene St.

Google Maps 213 W Green St



Map data ©2018 Google 200 ft

213 W Green St
Olean, NY 14760

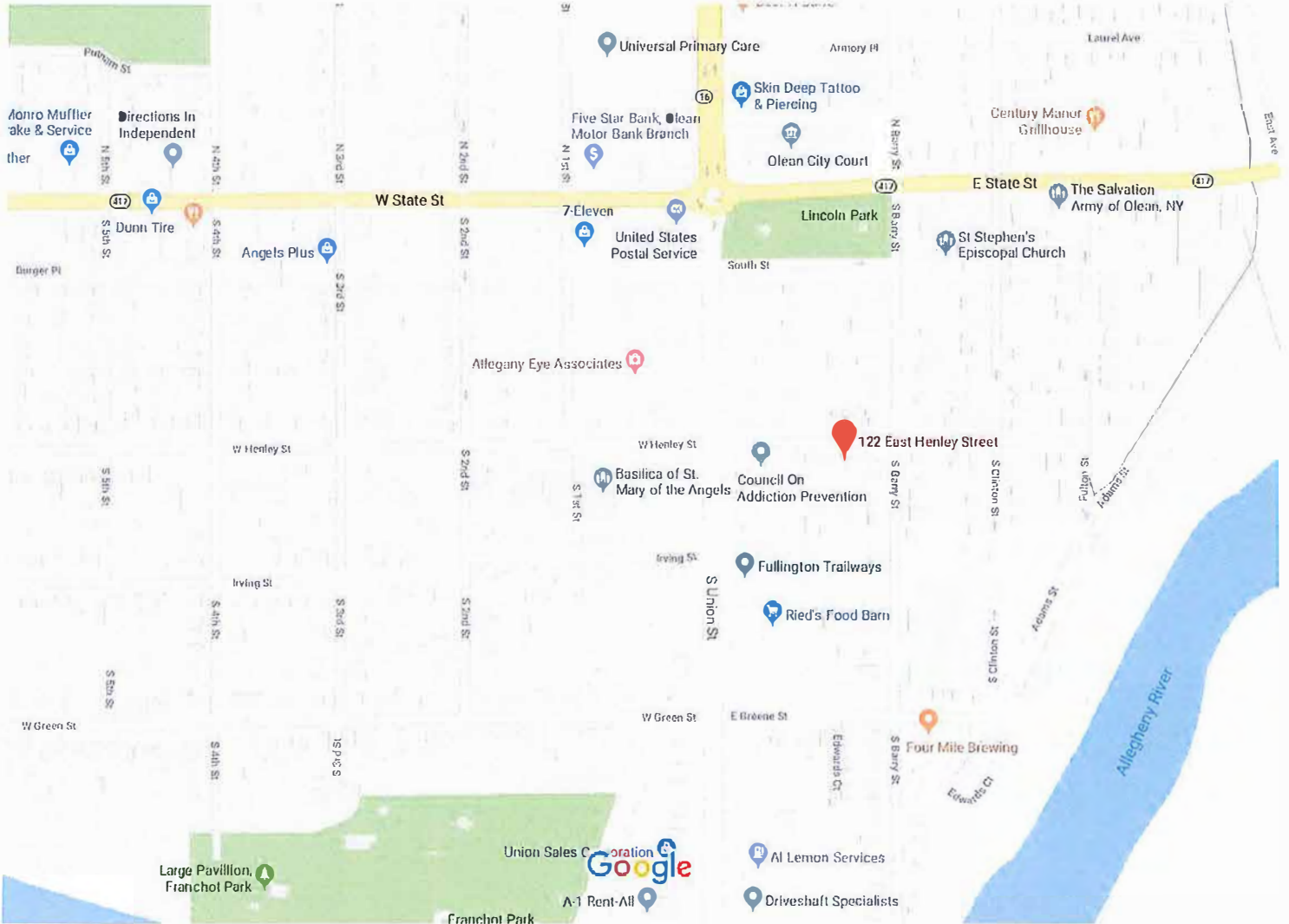
122 East Henley Street





122 E Maple St

Google Maps 122 E Henley St



Map data ©2018 Google 200 ft



122 E Henley St
Olean, NY 14760

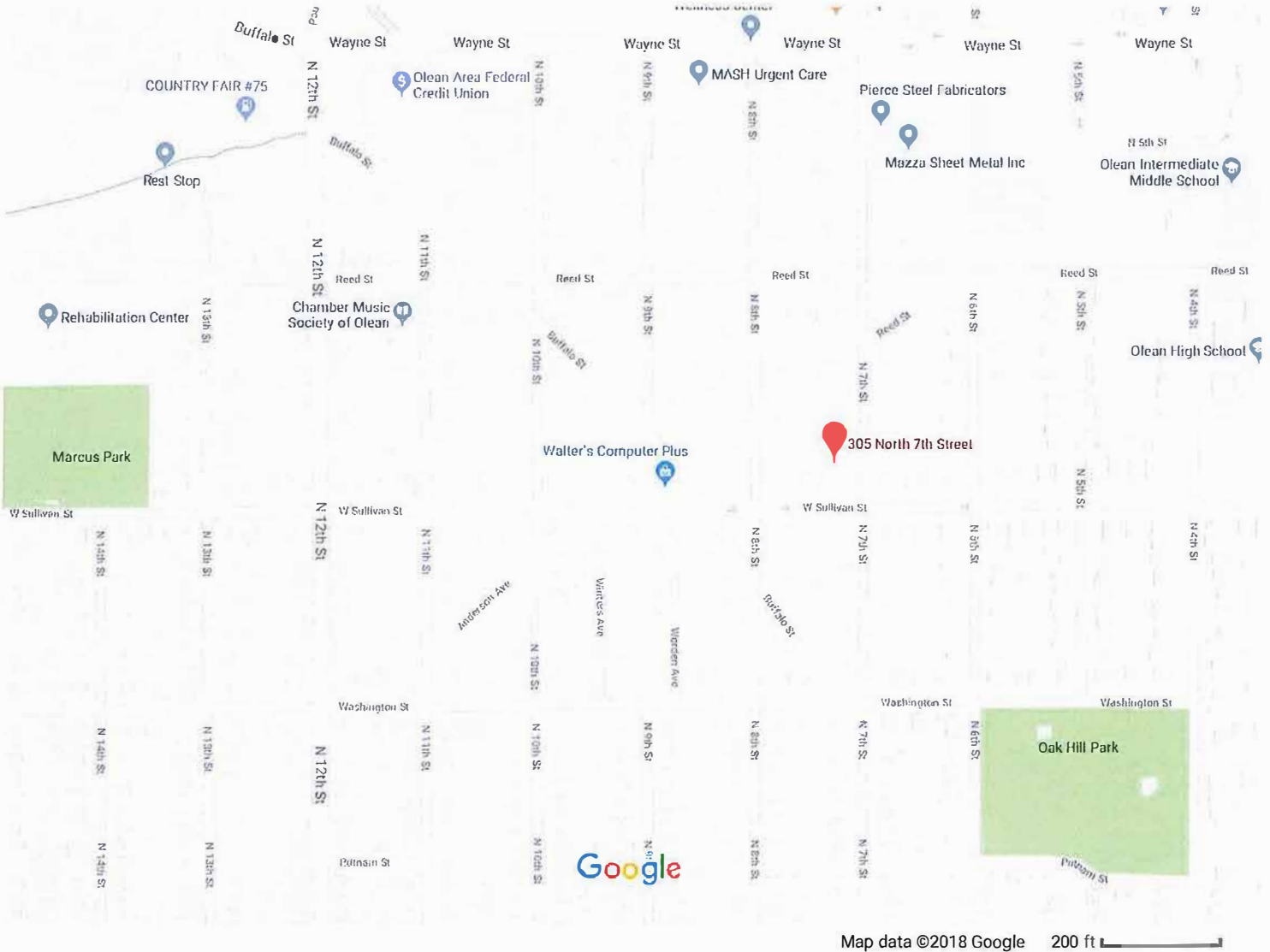
305 N. Seventh Street







Google Maps 305 N 7th St



305 N 7th St
Olean, NY 14760

331 N. Thirteenth Street





331 N. 13th St. Page 10 of 14

Google Maps 331 N 13th St



331 N 13th St
 Olean, NY 14760

3HM3+6G Olean, NY

Appendix C

Letters of Condemnation



City of Olean
Dept. of Fire, Buildings and E.S.
Code Enforcement Division



Olean Municipal Building, Rm. 212
101 E. State St.
Olean, New York 14760
716-376-5683, 716-376-5707 (fax)

MEMORANDUM

September 13, 2018

TO: CD Program Coordinator Keri Kerper
FROM: Code Enforcement Supervisor Edward Jennings
DATE: September 6, 2018
SUBJECT: Demolition of 213 West Greene Street, Olean, NY 14760
Tax Map ID #94.073-5-18

Designation as a Dangerous Building – On May 12, 2015, the structure on the premises was designated a Dangerous Building pursuant to Olean City Code Chapter 6, Article V, Section 6-236. The structure was found to have defects that endanger the health, safety and welfare of the public.

The above-referenced property has been inspected by the Code Enforcement Division and the following determination was made:

- The interior walls or other vertical structural members lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside of the middle third of its base.
- There is 25% or more of damage or deterioration of the supporting members and 50% of damage or deterioration of the non-supporting outside walls or covering.
- There exists an improperly distributed load upon the floors and roof, which are overloaded, and have insufficient design strength to be reasonably safe for the purpose used.
- The foundation has collapsed on all four sides.
- The structure has been damaged by causes so as to have become dangerous to life, safety, morals, or the general health and welfare of occupants, neighboring properties and the people of the City.
- The structure is dilapidated, decayed, unsafe, unsanitary and fails to provide the amenities essential to decent living so that they are unfit for human habitation, and are likely to cause sickness, disease or injury to health, morals, safety or general welfare.
- The structure is unoccupied; has been vacant since 2011; has doors, windows and other openings broken, removed, and improperly sealed or boarded up; and is not enclosed in a safe and approved manner.
- The structure contains parts thereof which are so attached that they may fall and injure members of the public or property.

On May 12, 2015 the following designations were placed on the structure and the former owner was notified:

Designation as an Unfit Dwelling – The structure at the premises is in violation of Olean City Code Chapter 12: Housing Code, and has been designated by the Code Enforcement Division as an “Unfit Dwelling”. Pursuant to Olean City Code Section 12-54, a notice of designation will be indexed against the premises in the Office of the Cattaraugus County Clerk and transfer of title to the premises is prohibited until compliant with this order has occurred.

Designation as a Nuisance Property – Pursuant to Olean City Code Section 6-238 the building on the premises is hereby declared to be a public nuisance.

Order to Demolish – The Division of Code Enforcement and the Fire Chief have determined that the structure is more than 50% damaged or decayed and cannot be repaired to remedy the above designations and pursuant to Olean City Code Section 6-237 the structure is to be demolished.

Final Order – This Notice of Violation and Order to Remedy become a final order pursuant to Olean City Code Section 12-47.

The former owner was unable to satisfy the Order to Demolish the structure and recently turned ownership of the property over to the City for it to perform the Order to Remedy. As noted by the backup documentation provided to your office for your files, this property has been a problem since 1996 and is beyond rehabilitation or repair. There is an urgent need to demolish this unsafe structure.



City of Olean
Dept. of Fire, Buildings and E.S.
Code Enforcement Division



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716-376-5683, 716-376-5707 (fax)

MEMORANDUM

September 13, 2018

TO: CD Program Coordinator Keri Kerper
FROM: Code Enforcement Supervisor Edward Jennings
DATE: September 13, 2018
SUBJECT: Demolition of 122 East Henley Street, Olean, NY 14760
Tax Map ID #94.073-4-6

Designation as a Dangerous Building – On March 20, 2017, the structure on the premises was designated a Dangerous Building pursuant to Olean City Code Chapter 6, Article V, Section 6-236. The structure was found to have defects that endanger the health, safety and welfare of the public.

The above-referenced property has been inspected by the Code Enforcement Division and the following determination was made:

- There is 25% or more of damage or deterioration of the supporting members and 50% of damage or deterioration of the non-supporting outside walls or covering.
- Interior walls have deteriorated from past and present water intrusion and are failing.
- The structure has been damaged by causes so as to have become dangerous to life, safety, morals, or the general health and welfare of occupants, neighboring properties and the people of the City.
- The foundation has deteriorated from past and present water intrusion and is failing.
- The structure is dilapidated, decayed, unsafe, unsanitary and fails to provide the amenities essential to decent living so that they are unfit for human habitation, and are likely to cause sickness, disease or injury to health, morals, safety or general welfare.
- The multiple layers of roofing materials are overloading the roof and it has failed.
- The structure is unoccupied; has been vacant since 2016; has doors, windows and other openings broken, removed, and improperly sealed or boarded up; and is not enclosed in a safe and approved manner.
- The structure contains parts thereof which are so attached that they may fall and injure members of the public or property.
- The rear southeast corner of building, cantilevered area has no support and the supports that are present are deteriorated to the point that pieces are missing and rusted away.

- An asbestos inspection was performed and 2,900 sq. ft. of exterior friable siding (asbestos containing materials) was identified at the property.

On January 2, 2013, the previous owner was notified of the following: Designation as an Unfit Dwelling – The structure at the premises is in violation of Olean City Code Chapter 12: Housing Code, and has been designated by the Code Enforcement Division as an “Unfit Dwelling”. Pursuant to Olean City Code Section 12-54, a notice of designation will be indexed against the premises in the Office of the Cattaraugus County Clerk and transfer of title to the premises is prohibited until compliant with this order has occurred.

On August 10, 2012, the following designation was placed on the structure: Designation as a Nuisance Property – Pursuant to Olean City Code Section 6-238 the building on the premises is hereby declared to be a public nuisance.

On May 9, 2016, the previous owner (County) was notified of the following: Order to Demolish – The Division of Code Enforcement and the Fire Chief have determined that the structure is more than 50% damaged or decayed and cannot be repaired to remedy the above designations and pursuant to Olean City Code Section 6-237 the structure is to be demolished.

Final Order – This Order to Remedy become a final order pursuant to Olean City Code Section 12-47.

The former owner let the property go to the County for back taxes after it was posted unfit for human habitation. The County transferred the property to the City in May of 2016. As noted by the backup documentation provided to your office for your files, this property has been a problem since 2012 and is beyond rehabilitation or repair. There is an urgent need to demolish this unsafe structure.



City of Olean
Dept. of Fire, Buildings and E.S.
Code Enforcement Division



Olean Municipal Building, Rm. 212
101 E. State St.
Olean, New York 14760
716-376-5683, 716-376-5707 (fax)

September 13, 2018

MEMORANDUM

TO: CD Program Coordinator Keri Kerper

FROM: Code Enforcement Supervisor Edward Jennings

DATE: September 13, 2018

SUBJECT: Demolition of 305 North 7th Street, Olean, NY 14760
Tax Map ID #94.056-6-20

Designation as a Dangerous Building – On August 15, 2017, the structure on the premises was designated a Dangerous Building pursuant to Olean City Code Chapter 6, Article V, Section 6-236. The structure was found to have defects that endanger the health, safety and welfare of the public.

The above-referenced property has been inspected by the Code Enforcement Division and the following determination was made:

- There is 25% or more of damage or deterioration of the supporting members and 50% of damage or deterioration of the non-supporting outside walls or covering.
- An asbestos inspection was performed and asbestos materials were detected throughout the property covering 2 linear feet of pipe wrap, 10 feet of disturbance on the basement floor, 945 sq. ft. presumed in the floor throughout the structure and 2,900 sq. ft. of wall ceiling plaster throughout the structure.
- The structure has been damaged by causes so as to have become dangerous to life, safety, morals, or the general health and welfare of occupants, neighboring properties and the people of the City.
- The structure is dilapidated, decayed, unsafe, unsanitary and fails to provide the amenities essential to decent living so that they are unfit for human habitation, and are likely to cause sickness, disease or injury to health, morals, safety or general welfare.
- The structure is unoccupied; has been vacant since 2009; has doors, windows and other openings broken, removed, and improperly sealed or boarded up; and is not enclosed in a safe and approved manner.
- The structure contains parts thereof which are so attached that they may fall and injure members of the public or property.
- The foundation has collapsed in several corners and is not supporting the house safely.

On October 1, 2015, the following designation was placed on the structure: Designation as an Unfit Dwelling – The structure at the premises is in violation of Olean City Code Chapter 12: Housing Code, and has been designated by the Code Enforcement Division as an “Unfit Dwelling”. Pursuant to Olean City Code Section 12-54, a notice of designation will be indexed against the premises in the Office of the Cattaraugus County Clerk and transfer of title to the premises is prohibited until compliant with this order has occurred.

On February 17, 2014, the following designation was placed on the structure: Designation as a Nuisance Property – Pursuant to Olean City Code Section 6-238 the building on the premises is hereby declared to be a public nuisance.

On March 17, 2016, the following designation was placed on the structure: Order to Demolish – The Division of Code Enforcement and the Fire Chief have determined that the structure is more than 50% damaged or decayed and cannot be repaired to remedy the above designations and pursuant to Olean City Code Section 6-237 the structure is to be demolished.

Final Order – This Order to Remedy become a final order pursuant to Olean City Code Section 12-47.

The former owner (left in an estate) let the property go to the County for back taxes after it was posted unfit for human habitation. The County transferred the property to the City in May of 2016. As noted by the backup documentation provided to your office for your files, this property has been a problem since 2009 and is beyond rehabilitation or repair. It has been discussed at Blight Committee meetings and there is an urgent need to demolish this unsafe structure.



City of Olean
Dept. of Fire, Buildings and E.S.
Code Enforcement Division



Olean Municipal Building, Rm. 212
101 E. State St.
Olean, New York 14760
716-376-5683, 716-376-5707 (fax)

September 14, 2018

MEMORANDUM

TO: CD Program Coordinator Keri Kerper
FROM: Code Enforcement Supervisor Edward Jennings
DATE: September 6, 2018
SUBJECT: Demolition of 331 North 13th Street, Olean, NY 14760
Tax Map ID #94.055-4-44

Designation as a Dangerous Building – On June 16, 2016, the structure on the premises was designated a Dangerous Building pursuant to Olean City Code Chapter 6, Article V, Section 6-236. The structure was found to have defects that endanger the health, safety and welfare of the public.

The above-referenced property has been inspected by the Code Enforcement Division and the following determination was made:

- There is 25% or more of damage or deterioration of the supporting members and 50% of damage or deterioration of the non-supporting outside walls or covering.
- There are foundation and electrical issues.
- Due to the state of disrepair of the roof there is mold in all of the rooms.
- The structure has been damaged by causes so as to have become dangerous to life, safety, morals, or the general health and welfare of occupants, neighboring properties and the people of the City.
- The structure is dilapidated, decayed, unsafe, unsanitary and fails to provide the amenities essential to decent living so that they are unfit for human habitation, and are likely to cause sickness, disease or injury to health, morals, safety or general welfare.
- The structure is unoccupied; has been vacant since 2016; has doors, windows and other openings broken, removed, and improperly sealed or boarded up; and is not enclosed in a safe and approved manner.
- The structure contains parts thereof which are so attached that they may fall and injure members of the public or property.
- The Police and Fire Departments used the structure for training exercises and further damage has been incurred to the doors, walls and roof.

On December 11, 2014, the following designation was placed on the structure: Designation as an Unfit Dwelling – The structure at the premises is in violation of Olean City Code Chapter 12: Housing Code, and has been designated by the Code Enforcement Division as an “Unfit Dwelling”. Pursuant to Olean City Code Section 12-54, a notice of designation will be indexed against the premises in the Office of the Cattaraugus County Clerk and transfer of title to the premises is prohibited until compliant with this order has occurred.

On October 27, 2014, the following designation was placed on the structure: Designation as a Nuisance Property – Pursuant to Olean City Code Section 6-238 the building on the premises is hereby declared to be a public nuisance.

On March 7, 2018, the structure was given the: Order to Demolish – The Division of Code Enforcement and the Fire Chief determined that the structure is more than 50% damaged or decayed and cannot be repaired to remedy the above designations and pursuant to Olean City Code Section 6-237 the structure is to be demolished.

Final Order – This Order to Remedy become a final order pursuant to Olean City Code Section 12-47.

The former owner let the property go to the County for back taxes after it was posted unfit for human habitation. The County transferred the property to the City in May of 2016. As noted by the backup documentation provided to your office for your files, this property has been a problem since 2014 and is beyond rehabilitation or repair. There is an urgent need to demolish this unsafe structure.

Appendix D

New York State Department of Labor, Applicable
Variance “AV-A-1 – Controlled demolition of
Municipally-Owned Vacant Residential
Buildings/Structures up to 3-Stories in Height”

STATE OF NEW YORK
DEPARTMENT OF LABOR
STATE OFFICE BUILDING CAMPUS
ALBANY, NEW YORK 12240-0100

In the Matter of

Part 56 of Title 12 of the Official Compilation
Of Codes, Rules and Regulations
Of The State of New York

(Cited as 12 NYCRR 56)
(As Amended January 11, 2006)

Cases: ICR 56-11.5(b), and ICR 56-11.5(c)

COMMISSIONER'S
DECISION

APPLICABLE
VARIANCE-A-1
(AV-A-1)

Controlled Demolition of
Municipally-Owned Vacant
Residential
Buildings/Structures Up to
3-Stories in Height

DATED: August 18, 2006

Pursuant to Section 30 of the Labor Law, the Commissioner of Labor has reviewed the above cited provisions of Industrial Code Rule 56, as they relate to the controlled demolition of municipally owned vacant residential buildings/structures up to three stories in height, containing four or less dwelling units.

The Commissioner of Labor has also reviewed numerous petitions for variance or other relief relative to such asbestos projects and the decisions rendered relative to these petitions.

The Commissioner of Labor finds that the issuance of an Applicable Variance from the above cited provisions of Industrial Code Rule 56, as such pertain to the controlled demolition of municipally owned residential buildings/structures of up to three stories in height (containing four or less dwelling units), would not violate the spirit and purpose of said rules and would secure the public safety as contemplated by said rules.

APPLICABLE VARIANCE

A variance from the cited provisions of Industrial Code Rule 56 is hereby GRANTED subject to the following conditions:

THE CONDITIONS

Building/Structure Survey/Inspection Requirements

1. All requirements of Section 56-5 shall be followed for the identification of ACM within buildings/structures that are not condemned due to being structurally unsound.
2. For buildings/structures that are condemned due to being structurally unsound, all provisions of section 56-11.5 shall be followed for the controlled demolition asbestos project.

Removal of all Friable ACM, Transite/Cement Board & Other Non-friable ACM Prior to Controlled Demolition

3. All friable ACM, non-friable transite/cement board, and other non-friable ACM that will likely become crumbled, pulverized, or reduced to powder during controlled demolition at the subject premises shall be removed in accordance with ICR 56 and this variance decision, including obtaining satisfactory clearance air results for all regulated abatement work areas (as necessary), prior to the commencement of this controlled demolition asbestos project.

Secure the Work Site & Establishment of Regulated Areas

4. The entire controlled demolition area at the work site shall be considered the regulated abatement work area and shall be enclosed within a barrier or fence that defines the regulated area. The active demolition areas, cleanup areas, decontamination system enclosures/areas, staging areas and waste dumpster/trailer areas shall be cordoned off at a distance of twenty-five feet (25'), except where physical restrictions limit the barrier distance (e.g. property boundary, roadway or other right-of-way, neighboring building/structure, etc.), and the regulated abatement work area shall remain vacated except for certified workers until satisfactory clearance air monitoring results have been achieved or the abatement project is complete. The intent of this barrier/fence is to define the regulated area at the work site, alert the public to the asbestos work and associated hazards, and to prevent unauthorized entry onto the work site. Four foot high orange construction fence or snow fence is acceptable for the barrier.
5. For areas where compliance with the twenty-five foot barrier/fence requirement isn't possible, the areas shall be cordoned off to the maximum distance possible, and a daily abatement air sample shall be included within ten feet of the reduced barrier.

6. Signage in accordance with the requirements of ICR 56-7.4(c) shall be posted on the exterior of the work site boundary fence/barrier, to warn the public of the asbestos hazard.

Controlled Demolition Removals

7. The provisions of 56-11.5 shall be followed for all non-friable controlled demolition removals, except as modified by this variance.
8. Decontamination system enclosures and areas shall be constructed and utilized as per the requirements of 56-7.5(d) and 56-11.5.
9. For outdoor regulated abatement work areas, all adjacent building openings within twenty-five (25) feet of the outermost limit of the disturbance shall be sealed with two (2) layers of six (6) mil fire retardant plastic sheeting. If the owner of an adjacent building does not allow openings to be sealed as required, the asbestos abatement contractor's supervisor must document the issue within the daily project log, and have the affected building owner sign the log confirming that the owner will not allow the asbestos abatement contractor to seal the openings in the building as required. In addition, a daily abatement air sample shall be included outdoor within ten feet of the affected portion of the adjacent building.
10. Uncertified personnel shall not be allowed to access any regulated abatement work area, with the exception of waste hauler truck drivers. These truck drivers will be restricted to their enclosed cab, while temporarily in the regulated work area for waste transfer activities only. All equipment operators utilized for demolition or removal activities within the regulated work area must be certified in compliance with ICR 56-3.2.
11. No dry disturbance or removal of asbestos material shall be permitted.
12. Wastewater shall be confined within the controlled demolition area. Water may be allowed to accumulate in basements during demolition activities. Basement floors shall be wet prior to breakup, and basement walls shall be caved in and covered with two (2) feet of soil.
13. All demolition debris, structural members, barrier components, used filters and similar items shall be considered to be asbestos containing materials/asbestos contaminated waste and shall be transported and disposed of by appropriate legal method. Structural members, steel components and similar non-ACM components shall be fully decontaminated as per ICR 56, prior to being treated as salvage.

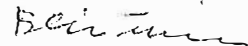
14. In addition to the requirement of Subpart 56-4.9(c), air monitoring within the work areas shall be conducted daily. If more than one shift daily is required to accomplish the work, air monitoring within the work area during abatement shall be performed on each shift, preferably at mid-shift timing.
15. Daily abatement air monitoring is required only on days when abatement or support activities such as ACM disturbance or cleaning activities are performed.
16. The contractor shall observe, at a minimum, the following waiting (settling/drying) periods: Demolition - 2 hrs.
17. After removal and cleanings are complete and a minimum drying period has elapsed, an authorized and qualified Project Monitor shall determine if the work area is dry and free of visible asbestos debris/residue. If the area is determined to be acceptable, the Project Monitor may authorize commencement of clearance air sampling.
18. Upon receipt of satisfactory clearance air sample results for the entire controlled demolition area, the final dismantling of the site may begin.
19. A copy of this Applicable Variance shall be conspicuously posted at the entrance to the personal decontamination unit(s) and to the work area(s).
20. All other applicable provisions of Industrial Code Rule 56-1 through 56-12 shall be complied with.
21. This DECISION supercedes Applicable Variance 107, dated June 3, 1997.

This APPLICABLE VARIANCE shall apply and shall be applied by all enforcement officials to all persons and in all places to which the aforementioned provisions of Industrial Code Rule 56 apply to the controlled demolition of municipally-owned vacant residential buildings/structures with the same force and effect as if this APPLICABLE VARIANCE were duly granted upon separate petition for the use and benefit of every person affected by the cited provisions of Industrial Code Rule 56.

Date: August 18, 2006

LINDA ANGELLO
COMMISSIONER OF LABOR

By



Blaise Thomas, P.E.
Associate Safety and Health Engineer
Division of Safety and Health
Engineering Services Unit

Appendix E

Prevailing Wage Rates

New York State Department of Labor
Prevailing Wage

Unemployment Benefits

Career Services

Business Services

Worker Protection

Forms and Publications

Home

Thank you for your submission. Your request has been assigned a 'Reference Number', and is being processed.
You will receive an email regarding your request within 24 to 48 hours

Reference Number: 1465636

Type of Contracting Agency: City

Contracting Agency

Send Reply To

City of Olean Code Enforcement
Kathleen Hewitt
Account Clerk Typist
101 East State Street
Room 212
Olean NY 14760

(716) 376-5683
khewitt@cityofolean.org

Empty box for sending reply to the contracting agency.

Project Information

Project Title CODES-01-18
Description of Work Demo of 4 houses
Contract Id No.
Project Location(s) throughout city
Route No / Street Address
Village / City Olean
Town
State / Zip NY 14760
Nature of Project Demolition
Approximate Bid Date 10/30/2018
Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Cattaraugus

NOTICE

Prospective bidders shall note that the prevailing wage schedule is not included in the following section of this contract. The schedule is available on the Department of Labor's website at www.labor.state.ny.us under PRC #2018012157

Bidders may also submit form PW-39 (following this page) to the NYSDOL for the wage and supplemental information.

All contractors employed in this contract shall conform to the labor laws of the State of New York and the various acts amendatory and supplementary thereto and to all other laws, ordinances, and other legal requirements applicable thereto. New York State Department of rates must be paid to employees. Certified Payrolls must be submitted to the City prior to payment being released. Individuals who are owners of a company or equal partners are not employees may be exempt from these requirements.

**New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240**

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address (Check if new or change)

Telephone

Fax

E-Mail:

2. NY State Units (see Item 5).

01 DOT

02 OGS

03 Dormitory Authority

04 State University
Construction Fund

05 Mental Hygiene
Facilities Corp.

06 OTHER N.Y. STATE UNIT

07 City

08 Local School District

09 Special Local District, i.e.,
Fire, Sewer, Water District

10 Village

11 Town

12 County

13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO (check if new or change)
Name and complete address:

Telephone

Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

1. New Building

2. Addition to Existing Structure

3. Heavy and Highway Construction (New and Repair)

4. New Sewer or Waterline

5. Other New Construction (Explain)

6. Other Reconstruction, Maintenance, Repair or Alteration

7. Demolition

8. Building Service Contract

8. OCCUPATION FOR PROJECT :

Construction (Building, Heavy
Highway/Sewer/Water)

Tunnel

Residential

Landscape Maintenance

Elevator maintenance

Exterminators, Fumigators

Fire Safety Director, NYC Only

Fuel Delivery

Guards, Watchmen

Janitors, Porters, Cleaners,
Elevator Operators

Moving furniture and
equipment

Trash and refuse removal

Window cleaners

Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES NO

10. Name and Title of Requester

Signature

**REQUIREMENTS OF ARTICLE 8 (Section 220-223)
AND ARTICLE 9 (Section 230 - 239)
OF THE NEW YORK STATE LABOR LAW**

PREVAILING RATE SCHEDULE:

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 wages and to provide supplements (fringe benefits) in accordance with the prevailing practices in the locality where the work is performed.

The Department of Jurisdiction awarding a public work contract **MUST** obtain a prevailing rate schedule from the Bureau of Public Work of the New York State Department of Labor listing the hourly rates for the trades and the occupations of the workers to be employed on the public work project. This schedule may be obtained by completing and forwarding the Request for Wage and Supplement Information on the reverse side hereof. 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 signing of the contract, the Department of Jurisdiction **MUST** advise the Bureau of Public Work on a form supplied by the Bureau as to the name of the contractor to whom the contract was awarded, the date and the amount of the contract.

A "Department of Jurisdiction" includes a state department agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative 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 authority awarding a public work contract.

WITHHOLDING OF PAYMENTS FROM CONTRACTORS:

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 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 of Public Work 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 Department of Jurisdiction shall comply with an order of the Commissioner of Labor or of the Court with respect to the release of the funds so withheld.





Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

City of Olean Code Enforcement
Kathleen Hewitt, Account Clerk Typist
101 East State Street
Room 212
Olean NY 14760

Schedule Year 2018 through 2019
Date Requested 10/05/2018
PRC# 2018012157

Location throughout city
Project ID#
Project Type Demo of 4 houses

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. 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.

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

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

Payrolls and Payroll Records

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 NYS DOL 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

City of Olean Code Enforcement
Kathleen Hewitt, Account Clerk Typist
101 East State Street
Room 212
Olean NY 14760

Schedule Year 2018 through 2019
Date Requested 10/05/2018
PRC# 2018012157

Location throughout city
Project ID#
Project Type Demo of 4 houses

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: _____/_____/_____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: _____/_____/_____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concerns with regard to inclusion of this information on payrolls if another identifier will suffice.

For these reasons, *the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.*

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

Construction Industry Fair Play Act

Required Posting For Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.state.ny.us .



New York State Department of Labor
Required Notice under Article 25-B of the Labor Law

**ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:
YOU ARE COVERED BY THE
CONSTRUCTION INDUSTRY FAIR PLAY ACT**

The law says that you are an employee unless:

- You are free from direction and control in performing your job AND
- You perform work that is not part of the usual work done by the business that hired you AND
- You have an independently established business

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

**IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS
INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.**

Employee rights. If you are an employee:

- You are entitled to state and federal worker protections such as
 - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
 - workers' compensation benefits for on-the-job injuries
 - payment for wages earned, minimum wage, and overtime (under certain conditions)
 - prevailing wages on public work projects
 - the provisions of the National Labor Relations Act and
 - a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor:

- You must pay all taxes required by New York State and Federal Law.

Penalties for paying off-the-books or improperly treating employees as independent contractors:

- **Civil Penalty** First Offense: up to \$2,500 per employee.
 Subsequent Offense(s): up to \$5,000 per employee.
- **Criminal Penalty** First Offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing Public Work for up to one year.
 Subsequent Offense(s): Misdemeanor - up to 60 days in jail, up to a \$50,000 fine and debarment from performing Public Work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

WORKER NOTIFICATION

(Labor Law §220, paragraph a of subdivision 3-a)

Effective February 24, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.state.ny.us or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

If you are employed on this project as a worker, laborer, or mechanic you are entitled to receive the prevailing wage and supplements rate for the classification at which you are working.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: www.labor.ny.gov

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 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 – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

OSHA 10-hour Construction Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

NOTE: The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.

Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:

www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpc@rit.edu

(866) 385-7470 Ext. 2919

www.rit.edu/~outreach/course.php3?CourseID=54

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

<https://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:jays@buffalo.edu>

(716) 829-2125

http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingleton@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_osha.cfm

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

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of \$250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$3 million in Bronx, Kings, New York, Queens and Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.
- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.
- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.
- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.
- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form 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



Department of Labor

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

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***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
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-Erle	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***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
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***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
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***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
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		



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 10/11/2018

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 STREETRIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
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	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL	*****7004	ANNEX CONTRACTING LTD		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL	*****7004	ANNEX GENERAL CONTRACTING INC		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
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	AG	*****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	*****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	DOL	*****3953	ASCAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	NYC	*****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	*****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC	*****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

NYSDOL Bureau of Public Work Debarment List 10/11/2018

DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	DOL		BARBARA CASSIDY		7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC	*****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE 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 STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
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		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 DRIVEBINGHAMTON 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 CONTRACTING AND CARMODY CONTRACTING 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. 6EJACKSON 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 304SAYRE PA 18840	08/09/2016	08/09/2021

NYSDOL Bureau of Public Work Debarment List 10/11/2018

DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL	*****3360	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	NYC	*****2905	COLONIAL ROOFING COMPANY INC		247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC	*****3182	COLORTECH INC		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****2703	CONKLIN'S TECH- MECHANICAL INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	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		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER RODAUBURN 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 PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		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	NYC	*****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAI 145 LODGE AVEHUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL	*****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
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 STREETLONG 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

NYSDOL Bureau of Public Work Debarment List 10/11/2018

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 CONSTRUCTION	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY		353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		123 ALBANY NY	06/10/2014	06/10/2019
DOL	DOL	*****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL		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		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
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		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
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 CONSTRUCTION	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL	*****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019

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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		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
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		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTIN G INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAYALBANY 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
DOL	DOL	*****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		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	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL	*****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 STREETSIRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERLIET NY 12189	06/05/2018	06/05/2023
DOL	AG		J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021

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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 1907SOUTH 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		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERLIET 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 HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		JEFF P BRADLEY		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		JEROME LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	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		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		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACEYONKERS NY 10710	03/19/2015	03/19/2020

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DOL	DOL	****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
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
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	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH STBROOKLYN NY 11235	01/23/2014	01/23/2019
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

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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	MACKEY 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
DOL	DOL	****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL	****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		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 CONTRACTOR S	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		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018

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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 AVENUEBROOKLYN 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 BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
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	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
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	DOL	*****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020

NYSDOL Bureau of Public Work Debarment List 10/11/2018

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	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
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 BISSEsar		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
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	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	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020

NYSDOL Bureau of Public Work Debarment List 10/11/2018

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		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL	****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEPHEON SHELDON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
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	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	11/19/2018
DOL	NYC	****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	****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
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	****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWATLANTA 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		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINCI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	NYC	****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	****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 WILLET 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

NYSDOL Bureau of Public Work Debarment List 10/11/2018

DOL	AG	*****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	*****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
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 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 STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
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 LATTI BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
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 7A BROOKLYN NY 11229	09/24/2012	09/18/2020

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5530	CFM SERVICE CORPORATION INC		P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	DOL		JOSEPH KLEINPETER	CFM SERVICE CORPORATIO N INC	P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	NYC		ROBERT SARDINA		C/O TRAFFIC MOVING SYSTEM 66 ALEXANDER STREETYONKERS NY 10701	03/31/2015	03/31/2020
DOL	NYC	*****2049	TRAFFIC MOVING SYSTEMS INC		66 ALEXANDER STREET YONKERS NY 10701	03/31/2015	03/31/2020

Kathleen Hewitt

From: rates.pw@labor.ny.gov
Sent: Friday, October 05, 2018 1:27 PM
To: Kathleen Hewitt
Subject: Project Accepted - PRC# 2018012157 (CODES-01-18)

The "Request for Wage and Supplement Information" (PW 39) you have submitted has been accepted, and a Prevailing Rate Case Number (PRC# 2018012157 - CODES-01-18) has been assigned to the project.

To access the PDF file of your schedule, click on

<https://applications.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1465636> or copy and paste into your browser

Appendix F

213 West Greene St. Asbestos Abatement Report



Regional Environmental Demolition Inc.

6281 Wendt Drive
Niagara Falls, New York 14304
716-284-DEMO

Asbestos Abatement Log Book

for

213 W. Green St.

OLEAN NY

Regional Environmental Demolition Inc.

Location: 213 W. Green St

Date: 10-2-18

Project N
Supervisc
Barrier Ir.
Equipme
Containr
Manomet

Acknowledgement of Procedures

By signing in to the logbook all persons, before entering the regulated asbestos abatement work area or enclosure, shall read and be familiar with all posted regulations, personal protection requirements, including regulated abatement work area entry and exit procedures and emergency procedures. The entry/exit log headings shall indicate, and the signatures shall be used to acknowledge that these have been reviewed and understood by all persons prior to entry.

EMPLOYEE NAME	IN	OUT	IN	OUT
Jim Bauman JB	12pm	6pm		
Jim Bryans JB	12pm	6pm		

Multiple:
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DAILY PROJECT LOG

Project Name and Address: 213 W. Green St

Supervisor: Tim Bryan Time 10 AM/PM Date 10-2-18

Barrier Inspection: 1st OK 2nd OK Decon Inspection OK

Equipment Check: Water / Poly / Hepa Vac / Negative Air / Decon Unit

Containment Negative Pressure Inspection: 1st — 2nd —

Manometer: 1st — 2nd —

- | | | |
|--|---|---|
| <input type="checkbox"/> Personnel Air Results Posted | <input checked="" type="checkbox"/> Copy Notification | <input checked="" type="checkbox"/> Building Posted |
| <input checked="" type="checkbox"/> Worker Certification | <input checked="" type="checkbox"/> Variances/Permits | <input checked="" type="checkbox"/> Company License |
| <input type="checkbox"/> Condemnation Letter | <input checked="" type="checkbox"/> Regulations | <input checked="" type="checkbox"/> Survey |
| <input type="checkbox"/> Air Monitoring | | |

Multiple Removals: 1st Non friable / siding + floor tile
2nd _____
3rd _____

Description of work performed today and any unusual circumstances:

Set up decon, water & barriers. Lined dumpster. Polished the grounds.
Removed approx 25 sq' of 9x9 floor tile using wet method + hepa vac.
Removed approx 700 sq' of transite siding using wet method + hepa vac
cleaned + loaded out.

Amount of Debris Generated Today:

Trucks _____

Bags _____

Components _____

Dumpsters 1/4 of 30 yrd dumpster

Daily Cleaning End of Shift _____

DAILY PROJECT LOG

FINAL INSPECTION

Project Name and Address: 213 W. Green St

Supervisor: Jim Bryans Time 6:00 AM/PM Date 10.2.18

Supervisor Final Inspection No usable Aem at time of inspection

Supervisor Signature [Signature] # 08-17435

Project Monitor Visual Inspection Results

I inspected for transit debris - Contractor Aborted
Approximately 700 SQ FT of transit siding - No Debris
Contractor also Aborted 25 SQ FT 929 Floor Tile
No debris. Used Inspection Pass

Project Monitor Signature [Signature]

DOL Certification Number 15-11170

Company Name AMD Environmental Consultants Inc

Date 10-2-18

Misc. Entries:



Department of Labor

Division of Safety and Health
License and Certification Unit
Building 12, Room 161A
State Office Campus
Albany, NY 12240
(518) 457-2735

Asbestos Project Notification Fee Waiver Request & Certification

Instructions: Any Licensed Asbestos Contractor requesting waiver of Asbestos Project Notification fees in accordance with Section 904(2-a) or Section 904(2-b) of the New York State Labor Law must complete and submit this form together with the Asbestos Project Notification Form (SH 483) for each project that a fee waiver is requested. The Licensed Asbestos Contractor must complete Part 1 of this form and have Part 2 of the form completed by the locality or land bank for which the project is being undertaken.

Part 1. Licensed Asbestos Contractor Information (to be completed by the contractor submitting the asbestos project notification and fee waiver request):

Contractor Name Regional Commercial Demolition, Inc. Asbestos License Number 47176

Project Description Asbestos ABATEMENT of 213 W. Greene St

Project Address: Street 213 W. Greene St. 213 W. Greene
Municipality CLEAN
Zip Code 14760

I certify that the above information is true to the best of my knowledge and I am aware that there are penalties for making false statements.

Signature of the Contractor or Duty Authorized Representative [Signature] Date 9/5/18 Print Name and Title GRAND LIAISON VP

Part 2. Required Certification (to be completed by officer or attorney for locality or land bank):

I certify that the project identified above in part 1 is being undertaken:

- By or on behalf of a City, Town, Village or County that is abating or demolishing a building that is a Public nuisance or unsafe, and the project cost will exceed the resulting value of the property; Specify the City Town, Village or County CLEAN
- By or on behalf of a land bank operating pursuant to Article 16 of the Not-For-Profit Corporation Law (The Land Bank Act); Specify the name of the land bank _____
- Pursuant to a plan adopted pursuant to Article 16 of the General Municipal Law (The Urban Renewal Law); Specify the name of the urban renewal plan _____ and the City, Town or Village: _____
- Pursuant to a plan adopted pursuant to Article 18-c of the New York State General Municipal Law (The Municipal Redevelopment Law); Specify the redevelopment plan: _____ and the City, Village, Town or County: _____

I certify that the above information is true to the best of my knowledge, I am aware that there are penalties for making false statements and I attest that I am duly authorized to submit this certification in my capacity:

as: CODE ENFORCEMENT SUPERVISOR

EDWARD JENNING'S
Name (print)

[Signature]
Signature

CAPTAIN
Title

9/5/18
Date

SH 483.2 (8-15)



Asbestos Project Notification

Project Reference Number: 26368064	Type: Initial Notification
Status: Notification Received	Notification Received: 9/21/2018
Payment Status: Unpaid	Number of amendments: 0
Notification Entered By: Regional Environmental	

Contractor Information	
FEIN:270472838	
Regional Environmental Demolition, Inc.	Mailing Address
6281 Wendt Drive	
Niagara Falls NY 14304	
Asbestos License Number: 47176	
Duly Authorized Representative	
Enrico Liberale, Other	
Phone Number:	716/284-3366
E-mail Address:	rico@redwny.com

Project Information
Project Start Date: 10/1/2018
Project End Date: 12/1/2018
Project Location County: Cattaraugus

Worker Compensation
Worker Compensation Policy#:
WC Exemption Certificate#:
Number of your employees you expect to be on project:
Will temporary workers be used?
If yes, name of temporary agency:

Project Location
Building Name: 213 W. Green St.
Room or Location: Interior/Exterior
Bridge ID#:
Address Line 1: 213 W. Green St.
Address Line 2:
City Town or Village: Olean
State: New York
Zip Code: 14760

Building Information	
Current Use: Vacant	
Prior Use: Residential - 2 family	
Approximate Year Built: 1934	
Size(sq.ft): 1800	
Is this fee exempt project?: NO	
Reason:	

Building Representative/Site Contact	
Name: Edward Jennings	
Phone Number: 716-373-3067	
E-mail Address:	
Cell Phone Number:	

Phase Details				
Phase #	Phase Start Date	Phase End Date	Phase Location	Phase Scope

Sub-Contractor Details	
Name:	Asbestos License Number:

Night/Weekend/Shift Work Details	
24/7	

Party for Whom Work is being Performed			
First Name:		Last Name:	
Organization:	City of Olean	Address Line 1:	101 East State Street
Apt./Suite:	PO Box 668	City Town or Village:	Olean
Address Line 2:		State:	NY
Province:		Country:	United States
Zip Code:	14760		
Contract Dollar Amount:	\$1.00		

Variance Information

Procedures and Type of Equipment and Ventilation Systems Used	
Wet Methods, Decon Trailer, NYS Lic Workers. Criticals	

Air Monitoring Firm	
Name:	Asbestos License Number:
AMD Environmental Consultants, Inc.	56177

Laboratory Performing Analysis	
Name:	ELAP Registration Number:
AMD Labs	11770

Type of Asbestos Work			
Pipe Related:	No	Siding:	Yes
Clean up:	No	Vessel covering:	No
Caulking/mastic:	No	Spray-on insulation:	No
Roofing/flashing:	No	VAT:	Yes
Demolition:	No	Demolition Ref#:	
Other-specify:			

Waste Transporter

Name: Guard Contracting
 NYS DEC or EPA Permit Number: 9A-809
 Phone Number: 716-628-3291
 Apt./Suite:
 Address Line 1: 3755 River Rd
 Address Line 2:
 City Town or Village: Tonawanda
 Province:
 State: NY
 Zip Code: 14150
 Country: United States

Landfill

Name: Waste Management
 Phone Number: 716-475-7485
 Apt./Suite:
 Address Line 1: 10860 Olean Rd
 Address Line 2:
 City Town or Village: Chaffee
 Province:
 State: NY
 Zip Code: 14030
 Country: United States

Type and Amount of Asbestos Containing Material

Friable linear feet:	0	Friable square feet:	0
Non-friable linear feet:	0	Non-friable square feet:	725

Fee

Total linear feet: 0.0
 Total square feet: 725.0
 Total Fee: 1000.0

Project Fee Schedule

If the notification was submitted prior to 4/7/09, the actual project fee is one half of the amount shown on the fee schedule

Linear Feet:	Fee	Square Feet:	Fee
0 - 259 feet:	\$0	0 - 159 feet:	\$0
260 - 429 feet:	\$200	160 - 259 feet:	\$200
430 - 824 feet:	\$400	260 - 499 feet:	\$400
825 - 1649 feet:	\$1000	500 - 999 feet:	\$1000
1650 or more feet:	\$2000	1000 or more feet:	\$2000

Remarks

Appendix G

122 East Henley Street Asbestos Report

NEESON - CLARK ASSOCIATES, INC.

TECHNICAL & ENVIRONMENTAL SERVICES

154 N. UNION STREET, OLEAN, N.Y. 14760

PH:716.373.3067 FAX 716.372.3168

March 20, 2017

Captain Edward Jennings
Supervisor
Code Enforcement Office
Olean Municipal Building
Olean, New York 14760

RE: Asbestos Inspection: 122 East Henley Street, Olean, New York 14760

Dear Captain Jennings:

Please find enclosed the Pre – Demolition Asbestos Survey for residential building located at 122 East Henley Street, Olean, New York 14760. Contained within is: The Chain of Custody, Sampling Location Chart, Analytical Results of the Survey, and a copy of my license. **There were Asbestos Containing Materials identified at this property.** All areas of the structure were accessible at the time of inspection.

1. **2,900 sq/ft of exterior friable siding**

TRANSMITTAL

As required by NYS, as per NYCRR 56, Subpart 56-5, and prior to demolition / renovation, one copy of this completed survey shall immediately be sent by the *building / structure* owner to the local governmental agency charged with issuing applicable permits.

Sincerely,



John F. Neeson
Certification # 05 – 07694







EMSL ANALYTICAL, INC.
LABORATORY ADDRESS

**Asbestos Bulk Building Material
Chain of Custody**

EMSL Order Number (Lab Use Only):

141701076

Depew, NY 14043
PHONE: (716) 651-0030
FAX: (716) 651-0394

Company: Neeson - Clark Associates, Inc.		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different If Bill to a Different note Instructions in Comments**	
Street: 154 North Union Street		Third Party Billing requires written authorization from third party	
City: Olean	State/Province: NY	Zip/Postal Code: 14760	Country: United States
Report To (Name): John Neeson		Telephone #: 716-373-3087	
Email Address: jneeson68@hotmail.com		Fax #:	Purchase Order:
Project Name/Number:		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> Mail	
U.S. State Samples Taken: New York		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	

Turnaround Time (TAT) Options^a - Please Check

3 Hour 6 Hour 24 Hour 48 Hour 72 Hour 96 Hour 1 Week 2 Week

*For TEM Air 3hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PLM - Bulk (reporting limit)		TEM - Bulk	
<input type="checkbox"/> PLM EPA 600/R-93/116 (<1%)	<input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1	<input checked="" type="checkbox"/> NY ELAP Method 198.4 (TEM)	<input type="checkbox"/> Chatfield Protocol (semi-quantitative)
<input type="checkbox"/> PLM EPA NOB (<1%)	<input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2	<input type="checkbox"/> TEM Qualitative via Filtration Prep Technique	<input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique
Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)		Other	
Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)		<input type="checkbox"/>	
<input type="checkbox"/> NIOSH 8002 (<1%)			
<input checked="" type="checkbox"/> NY ELAP Method 198.1 (friable in NY)			
<input checked="" type="checkbox"/> NY ELAP Method 198.6 NOB (non-friable-NY)			
<input type="checkbox"/> OSHA ID-191 Modified			
<input type="checkbox"/> Standard Addition Method			

Check For Positive Stop - Clearly Identify Homogenous Group

Date Sampled: 3/11/17

Samplers Name: John F. Neeson

Samplers Signature: *John F. Neeson*

Sample #	HA #	Sample Location	Material Description
1 (10)		Ry exterior Siding	
2 (2a)		Roof Siding	
3 (3a)		1 st Floor Floor 100 sqft Bathroom / Kitchen	
4 (4a)		Sub Flooring Kitchen 120 sqft	
5 (5a)		Living Room Floor Tile 120 sqft	
6 (6a)		Wall & Ceiling Plaster 1 st & 2 nd Floor	* Analyze 6's FIRST IF ANY 6's TEST POSITIVE FOR ASBESTOS DO NOT ANALYZE ANY OTHER SAMPLES *
6 (6a)		" " " " " "	
7 (7a)		Kitchen Flooring 2 nd Floor 60 sqft	
8 (8a)		Bathroom Flooring 2 nd Floor 40 sqft	

Client Sample # (a):

Relinquished (Client): *John F. Neeson* Date: 3/11/17 Time: 3:00 PM

Received (Lab): Date: Mail Time: 12:04 PM

Comments/Special Instructions:
122 E. Rowley St. Olean NY 14760

RECEIVED
MAR 13 2017

BY: *J. Ward*

Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):



EMSL ANALYTICAL, INC.
LABORATORY • EQUIPMENT • TRAINING

141701076

190 ROWELL ST.
DEPEW, NY 14049
PHONE: (716) 834-4000
FAX: (716) 834-4001

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
(9) (9a)	Dup Contam 2 nd Floor Kitchen	60 sq/ft	
(10) (10a)	Window Glaze	40 sq/ft	

*Comments/Special Instructions:



EMSL Analytical, Inc.

490 Rowley Road Depew, NY 14043
Phone/Fax: (716) 651-0030 / (716) 651-0394
http://www.EMSL.com / buffalolab@emsl.com

EMSL Order: 141701076
Customer ID: NEES50
Customer PO:
Project ID:

Attention: John F. Neeson
Neeson Clark Associates, Inc.
154 North Union Street
Olean, NY 14760
Phone: (716) 373-3067
Fax: (716) 372-3168
Received: 03/13/2017 12:04 PM
Analysis Date: 03/18/2017
Collected: 03/11/2017
Project: 122 E. Henley St. Olean, NY 14760

Test Report: Asbestos Analysis of Bulk Materials by PLM via the NY State ELAP 198.1 Method

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
6 141701076-0011	wall & ceiling plaster 1st & 2nd floor	Gray Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (Other)	None Detected
6A 141701076-0012	wall & ceiling plaster 1st & 2nd floor	Gray Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (Other)	None Detected
6B 141701076-0013	wall & ceiling plaster 1st & 2nd floor	Gray Fibrous Homogeneous	4% Cellulose	96% Non-fibrous (Other)	None Detected
6C 141701076-0014	wall & ceiling plaster 1st & 2nd floor	Gray Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (Other)	None Detected
6D 141701076-0015	wall & ceiling plaster 1st & 2nd floor	Gray Fibrous Homogeneous	3% Cellulose	97% Non-fibrous (Other)	None Detected

Analyst(s)

Shauna Strnad (5)

Rhonda McGee, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. All samples examined for the presence of vermiculite.

Samples analyzed by EMSL Analytical, Inc. Depew, NY NYS ELAP 11606

Initial report from: 03/18/2017 14:19:56



EMSL Analytical, Inc.

490 Rowley Road Depew, NY 14043
Tel/Fax: (716) 651-0030 / (716) 651-0394
http://www.EMSL.com / buffalo@emsl.com

EMSL Order: 141701076
Customer ID: NEES50
Customer PO:
Project ID:

Attention: John F. Neeson
Neeson Clark Associates, Inc.
154 North Union Street
Olean, NY 14760
Phone: (716) 373-3067
Fax: (716) 372-3168
Received Date: 03/13/2017 12:04 PM
Analysis Date: 03/18/2017
Collected Date: 03/11/2017
Project: 122 E. Henley St. Olean, NY 14760

Test Report: Asbestos Analysis of Non-Friable Organically Bound Materials by PLM via the NY State ELAP 198.6 Method

Sample ID	Description	Appearance	Matrix Material	% Non-Asbestos Fibers	% Asbestos Types
1 141701076-0001	exterior siding	Gray Fibrous Heterogeneous	97.2% Other	None	2.8% Chrysotile 2.8% Total
1A 141701076-0002	exterior siding				Positive Stop (Not Analyzed)
2 141701076-0003	roof shingles	Gray/Black Fibrous Homogeneous	72.7% Other	27.3 Glass	Inconclusive: No Asbestos Detected
2A 141701076-0004	roof shingles	Gray/Black Fibrous Homogeneous	77.1% Other	22.9 Glass	Inconclusive: No Asbestos Detected
3-Black Floor Tile 141701076-0005	1st floor floor 100 sq/ft bathroom/kitchen	Black Non-Fibrous Homogeneous	100% Other	None	Inconclusive: No Asbestos Detected
3-White Floor Tile 141701076-0005A	1st floor floor 100 sq/ft bathroom/kitchen	White Non-Fibrous Homogeneous	100% Other	None	Inconclusive: No Asbestos Detected
3A-Black Floor Tile 141701076-0006	1st floor floor 100 sq/ft bathroom/kitchen	Black Fibrous Homogeneous	100% Other	None	Inconclusive: <1% Chrysotile Inconclusive: <1% Total
3A-White Floor Tile 141701076-0006A	1st floor floor 100 sq/ft bathroom/kitchen	White Non-Fibrous Homogeneous	100% Other	None	Inconclusive: No Asbestos Detected
4-Black Floor Tile 141701076-0007	sub flooring kitchen 120 sq/ft	Black Non-Fibrous Homogeneous	100% Other	None	Inconclusive: No Asbestos Detected
4-White Floor Tile 141701076-0007A	sub flooring kitchen 120 sq/ft	White Non-Fibrous Homogeneous	100% Other	None	Inconclusive: No Asbestos Detected
4A-Black Floor Tile 141701076-0008	sub flooring kitchen 120 sq/ft	Black Non-Fibrous Homogeneous	100% Other	None	Inconclusive: No Asbestos Detected
4A-White Floor Tile 141701076-0008A	sub flooring kitchen 120 sq/ft	White Non-Fibrous Homogeneous	100% Other	None	Inconclusive: No Asbestos Detected

*Polarized Light Microscopy (PLM) is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing. The test results contained within this report meet the requirements of NELAC unless otherwise noted. EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. The above test report relates only to the items tested. EMSL bears no responsibility for sample collection activities or analytical method limitations. Samples received in good condition unless otherwise noted.
Samples analyzed by EMSL Analytical, Inc. Depew, NY NYS ELAP 11606

Initial report from: 03/18/2017 15:45:04



EMSL Analytical, Inc.

490 Rowley Road Depew, NY 14043
Tel/Fax: (716) 651-0030 / (716) 651-0394
http://www.EMSL.com / buffalo@emsl.com

EMSL Order: 141701076
Customer ID: NEES50
Customer PO:
Project ID:

Attention: John F. Neeson
Neeson Clark Associates, Inc.
154 North Union Street
Olean, NY 14760
Project: 122 E. Henley St. Olean, NY 14760

Phone: (716) 373-3067
Fax: (716) 372-3168
Received Date: 03/13/2017 12:04 PM
Analysis Date: 03/18/2017
Collected Date: 03/11/2017

Test Report: Asbestos Analysis of Non-Friable Organically Bound Materials by PLM via the NY State ELAP 198.6 Method

Sample ID	Description	Appearance	Matrix Material	% Non-Asbestos Fibers	% Asbestos Types
5 141701076-0009	laundry room floor tile 120 sq/ft	Blue Non-Fibrous Homogeneous	100% Other	None	Inconclusive: No Asbestos Detected
5A 141701076-0010	laundry room floor tile 120 sq/ft	Blue Non-Fibrous Homogeneous	100% Other	None	Inconclusive: No Asbestos Detected
7 141701076-0016	kitchen flooring 2nd floor 60 sq/ft	Gray/White Fibrous Homogeneous	100% Other	<1 Glass	Inconclusive: No Asbestos Detected
7A 141701076-0017	kitchen flooring 2nd floor 60 sq/ft	Gray/White Fibrous Homogeneous	100% Other	<1 Glass	Inconclusive: No Asbestos Detected
8 141701076-0018	bathroom flooring 2nd floor 40 sq/ft	White/Black Fibrous Homogeneous	98.8% Other	1.2 Glass	Inconclusive: No Asbestos Detected
8A 141701076-0019	bathroom flooring 2nd floor 40 sq/ft	Brown Fibrous Homogeneous	98.3% Other	3.7 Glass	Inconclusive: No Asbestos Detected
9 141701076-0020	drop ceiling 2nd floor kitchen 60 sq/ft	Gray/White Fibrous Homogeneous	85.6% Other	14.4 Glass	Inconclusive: No Asbestos Detected
9A 141701076-0021	drop ceiling 2nd floor kitchen 60 sq/ft	Gray/White Fibrous Homogeneous	80.2% Other	19.8 Glass	Inconclusive: No Asbestos Detected
10 141701076-0022	window glaze 40 sq/ft	White Non-Fibrous Homogeneous	100% Other	None	Inconclusive: No Asbestos Detected
10A 141701076-0023	window glaze 40 sq/ft	White Non-Fibrous Homogeneous	100% Other	None	Inconclusive: No Asbestos Detected

*Polarized Light Microscopy (PLM) is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing. The test results contained within this report meet the requirements of NELAC unless otherwise noted. EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. The above test report relates only to the items tested. EMSL bears no responsibility for sample collection activities or analytical method limitations. Samples received in good condition unless otherwise noted.

Samples analyzed by EMSL Analytical, Inc. Depew, NY NYS ELAP 11606

Initial report from: 03/18/2017 15:45:04



EMSL Analytical, Inc.

490 Rowley Road Depew, NY 14043
Tel/Fax: (716) 651-0030 / (716) 651-0394
http://www.EMSL.com / buffalo@emsl.com

EMSL Order: 141701076
Customer ID: NEES50
Customer PO:
Project ID:

Attention: John F. Neeson
Neeson Clark Associates, Inc.
154 North Union Street
Olean, NY 14760
Phone: (716) 373-3067
Fax: (716) 372-3168
Received Date: 03/13/2017 12:04 PM
Analysis Date: 03/20/2017
Collected Date: 03/11/2017
Project: 122 E. Henley St. Olean, NY 14760

Test Report: Asbestos Analysis of Non-Friable Organically Bound materials by Transmission Electron Microscopy via NYS ELAP Method 198.4

Sample ID	Description	Appearance	Matrix Material	% Non-Asbestos Fibers	% Asbestos Types	% Total Asbestos
4A-White Floor Tile 141701076-0008A	sub flooring kitchen 120 sq/ft	White Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	
5 141701076-0009	laundry room floor tile 120 sq/ft					
Not Analyzed						
5A 141701076-0010	laundry room floor tile 120 sq/ft	Blue Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	
7 141701076-0016	kitchen flooring 2nd floor 60 sq/ft	Gray/White Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	
7A 141701076-0017	kitchen flooring 2nd floor 60 sq/ft	Gray/White Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	
8 141701076-0018	bathroom flooring 2nd floor 40 sq/ft	White/Black Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	
8A 141701076-0019	bathroom flooring 2nd floor 40 sq/ft	Brown Fibrous Homogeneous	100% Other	None	No Asbestos Detected	
9 141701076-0020	drop ceiling 2nd floor kitchen 60 sq/ft	Gray/White Fibrous Homogeneous	100% Other	None	No Asbestos Detected	
9A 141701076-0021	drop ceiling 2nd floor kitchen 60 sq/ft	Gray/White Fibrous Homogeneous	100% Other	None	No Asbestos Detected	
10 141701076-0022	window glaze 40 sq/ft	White Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	
10A 141701076-0023	window glaze 40 sq/ft	White Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	

Analytical Sensitivity <1% Asbestos. This laboratory is not responsible for % asbestos in total sample when the residue only is submitted for analysis. The above report relates only to the items tested. This report may not be reproduced, except in full, without written approval by EMSL Analytical, Inc. Samples received in good condition unless otherwise noted.

Samples analyzed by EMSL Analytical, Inc. Depew, NY NYS ELAP 11606

Initial report from: 03/20/2017 10:11:31

Appendix H

305 North 7th Street Asbestos Report

NEESON - CLARK ASSOCIATES, INC.

TECHNICAL & ENVIRONMENTAL SERVICES

154 N. UNION STREET, OLEAN, N.Y. 14760

PH:716.373.3067 FAX 716.372.3168

March 17, 2017

Captain Edward Jennings
Supervisor
Code Enforcement Office
Olean Municipal Building
Olean, New York 14760

RE: Asbestos Inspection: 305 North 7th Street, Olean, New York 14760

Dear Captain Jennings:

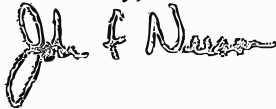
Please find enclosed the Pre -- Demolition Asbestos Survey for residential building located at 305 North 7th Street, Olean, New York 14760. Contained within is: The Chain of Custody, Sampling Location Chart, Analytical Results of the Survey, and a copy of my license. There was **Asbestos Containing Materials detected at this property**. All areas of the structure were accessible at the time of inspection.

1. 2 linear feet of pipe wrap in basement, 10 feet of disturbance on basement floor
2. 945 sq/ft of presumed floor through-out the structure
3. 2900 sq/ft of wall / ceiling plaster through-out the structure

TRANSMITTAL

As required by NYS, as per NYCRR 56, Subpart 56-5, and prior to demolition / renovation, one copy of this completed survey shall immediately be sent by the *building / structure* owner to the local governmental agency charged with issuing applicable permits.

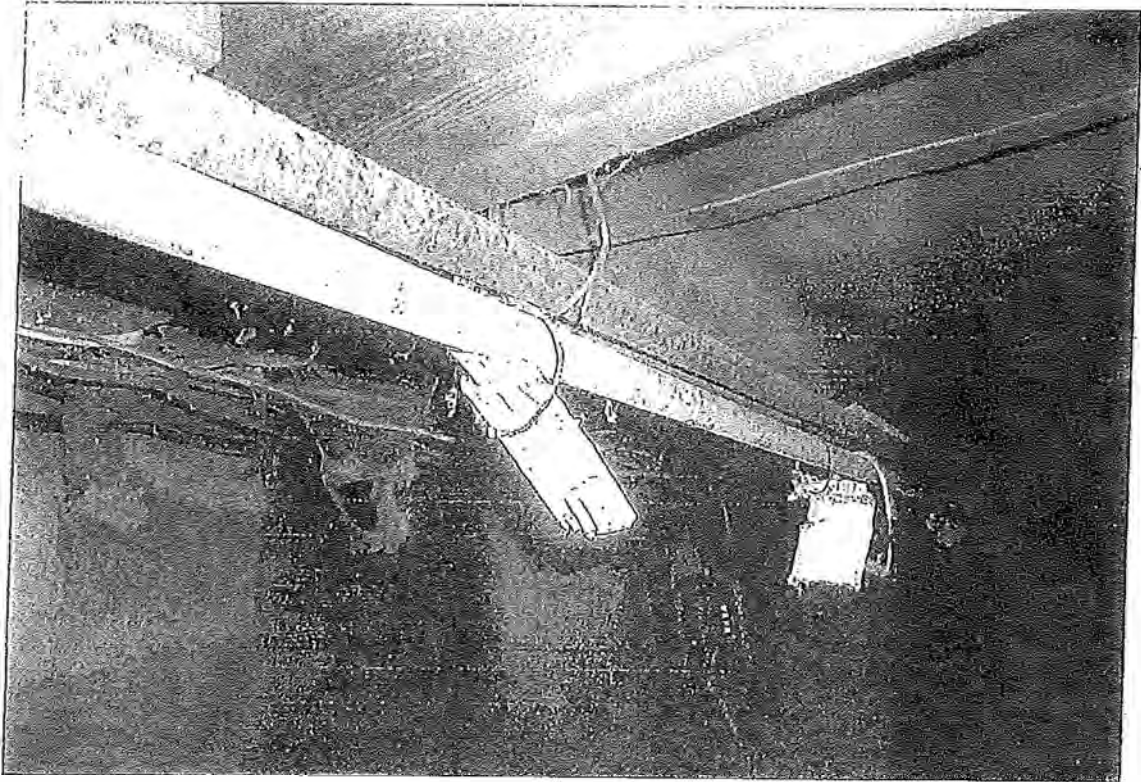
Sincerely,



John F. Neeson

Certification # 05 -- 07694







EMSL ANALYTICAL, INC.
LABORATORY SERVICES

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (Lab Use Only)

141701058

490 Rowley Road

Depew, NY 14043

PHONE: (716) 651-0030

FAX: (716) 651-0394

Company: Neeson - Clark Associates, Inc.		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments*	
Street: 154 North Union Street		Third Party Billing requires written authorization from third party	
City: Clean	State/Province: NY	Zip/Postal Code: 14760	Country: United States
Report To (Name): John Neeson		Telephone #: 716-373-3067	
Email Address: Jneeson68@hotmail.com		Fax #:	Purchase Order:
Project Name/Number:		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> Mail	
U.S. State Samples Taken: New York		CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt	

Turnaround Time (TAT) Options* - Please Check

3 Hour 6 Hour 24 Hour 48 Hour 72 Hour 96 Hour 1 Week 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PLM - Bulk (reporting limit)	TEM - Bulk
<input type="checkbox"/> PLM EPA 600/R-93/116 (<1%)	<input type="checkbox"/> TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1
<input type="checkbox"/> PLM EPA NOB (<1%)	<input checked="" type="checkbox"/> NY ELAP Method 198.4 (TEM)
Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)	<input type="checkbox"/> Chatfield Protocol (semi-quantitative)
Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)	<input type="checkbox"/> TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2
<input type="checkbox"/> NIOSH 9002 (<1%)	<input type="checkbox"/> TEM Qualitative via Filtration Prep Technique
<input checked="" type="checkbox"/> NY ELAP Method 198.1 (friable in NY)	<input type="checkbox"/> TEM Qualitative via Drop Mount Prep Technique
NY ELAP Method 198.6 NOB (non-friable-NY)	Other
<input type="checkbox"/> OSHA ID-191 Modified	<input type="checkbox"/>
<input type="checkbox"/> Standard Addition Method	

Check For Positive Stop - Clearly Identify Homogenous Group | Date Sampled: 3/6/17

Sampler Name: John F. Neeson | Sampler Signature: *John F. Neeson*

Sample #	HA #	Sample Location	Material Description
(1) (D)		Roof Siding	
(2) (A)		Exterior Siding	
(3) (A) (B)		Wall / Ceiling Plaster 1 st Floor	
(3) (C) (D)		Wall / Ceiling Plaster 2 nd Floor	
(4) (A)		Window Glaze	
(5) (S) (S)		Pipe wrap Basement - 2 Linear Feet on Pipes	1/10 Feet mixed in with debris on Kellar Floor
		* STAIN TREADS TO 2 ND FLOOR (15 SQ FT)	
		* 9x9 TILES 1 ST FLOOR (150 SQ FT)	
		* RILKEI FLOORING 1 ST FLOOR (230 SQ FT)	
		* 12x12 Tiles First Floor (100 SQ FT)	
		* POLISHED FLOORING 2 ND FLOOR ALL BED ROOMS (450 SQ FT)	

Client Sample # (s): 1 | Total # of Samples:

Relinquished (Client): *John F. Neeson* | Date: 3/6/17 | Time: 2pm mail

Received (Lab): | Date: | Time:

Comments/Special Instructions:
305 N. 7th St. Okan NY 14760

as per list refer to
samples 12, 12A, 12B from
3/9/17 ETL

RECEIVED
MAR 10 2017
BY: *MLM* 12:45pm
Mail



EMSL Analytical, Inc.

490 Rowley Road Depew, NY 14043
Tel/Fax: (716) 651-0030 / (716) 651-0394
http://www.EMSL.com / buffalo@emsl.com

EMSL Order: 141701058
Customer ID: NEES50
Customer PO:
Project ID:

Attention: John F. Neeson
Neeson Clark Associates, Inc.
154 North Union Street
Olean, NY 14760
Project: 305 N. 7th St. Olean, NY
Phone: (716) 373-3067
Fax: (716) 372-3168
Received Date: 03/09/2017 11:11 AM
Analysis Date: 03/16/2017
Collected Date: 03/06/2017

Test Report: Asbestos Analysis of Non-Friable Organically Bound Materials by PLM via the NY State ELAP 198.6 Method

Sample ID	Description	Appearance	Matrix Material	% Non-Asbestos Fibers	% Asbestos Types
1 141701058-0001	roof shingles	Brown/Black Fibrous Homogeneous	99.0% Other	1.0 Glass	Inconclusive: No Asbestos Detected
1A 141701058-0002	roof shingles	Brown/Black Fibrous Homogeneous	97.7% Other	2.3 Glass	Inconclusive: No Asbestos Detected
2 141701058-0003	exterior siding	White/Red/Black Non-Fibrous Homogeneous	100% Other	None	Inconclusive: No Asbestos Detected
2A 141701058-0004	exterior siding	White/Red/Black Non-Fibrous Homogeneous	100% Other	None	Inconclusive: No Asbestos Detected
4 141701058-0010	window glaze	Tan/White Non-Fibrous Homogeneous	100% Other	None	Inconclusive: No Asbestos Detected
4A 141701058-0011	window glaze	Tan/White Non-Fibrous Homogeneous	100% Other	None	Inconclusive: No Asbestos Detected

Analyst(s)

Shauna Strnad (6)

Rhonda McGee, Laboratory Manager
or other approved signatory

*Polarized Light Microscopy (PLM) is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing. The test results contained within this report meet the requirements of NELAC unless otherwise noted. EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. The above test report relates only to the items tested. EMSL bears no responsibility for sample collection activities or analytical method variations. Samples received in good condition unless otherwise noted.

Samples analyzed by EMSL Analytical, Inc. Depew, NY NYS ELAP 11606

Initial report from: 03/16/2017 18:24:23



EMSL Analytical, Inc.

490 Rowley Road Depew, NY 14043
Phone/Fax: (716) 651-0030 / (716) 651-0394
http://www.EMSL.com / buffalolab@emsl.com

EMSL Order: 141701058
Customer ID: NEES50
Customer PO:
Project ID:

Attention: John F. Neeson
Neeson Clark Associates, Inc.
154 North Union Street
Olean, NY 14760
Phone: (716) 373-3067
Fax: (716) 372-3168
Received: 03/09/2017 11:11 AM
Analysis Date: 03/13/2017
Collected: 03/06/2017
Project: 305 N. 7th St. Olean, NY

Test Report: Asbestos Analysis of Bulk Materials by PLM via the NY State ELAP 198.1 Method

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
3 141701058-0005	wall/ceiling plaster 1st floor	Gray Fibrous Homogeneous		98.77% Non-fibrous (Other)	1.23% Chrysotile
3A 141701058-0006	wall/ceiling plaster 1st floor				Positive Stop (Not Analyzed)
3B 141701058-0007	wall/ceiling plaster 1st floor				Positive Stop (Not Analyzed)
3C 141701058-0008	wall/ceiling plaster 2nd floor				Positive Stop (Not Analyzed)
.1701058-0009	wall/ceiling plaster 2nd floor				Positive Stop (Not Analyzed)
5 141701058-0012	pipe wrap basement 2 linear feet on pipes	Gray Fibrous Homogeneous	40% Cellulose	10.00% Non-fibrous (Other)	50.00% Chrysotile
5A 141701058-0013	pipe wrap basement 2 linear feet on pipes				Positive Stop (Not Analyzed)
5B 141701058-0014	pipe wrap basement 2 linear feet on pipes				Positive Stop (Not Analyzed)
12 141701058-0015	joint compound 1st floor	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
12A 141701058-0016	joint compound 1st floor	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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Samples analyzed by EMSL Analytical, Inc. Depew, NY NYS ELAP 11606

Initial report from: 03/13/2017 13:53:12



EMSL Analytical, Inc.

490 Rowley Road Depew, NY 14043
Phone/Fax: (716) 651-0030 / (716) 651-0394
http://www.EMSL.com / buffalo@emsl.com

EMSL Order: 141701058
Customer ID: NEES50
Customer PO:
Project ID:

Attention: John F. Neeson
Neeson Clark Associates, Inc.
154 North Union Street
Olean, NY 14760
Project: 305 N. 7th St. Olean, NY
Phone: (716) 373-3067
Fax: (716) 372-3168
Received: 03/09/2017 11:11 AM
Analysis Date: 03/13/2017
Collected: 03/06/2017

Test Report: Asbestos Analysis of Bulk Materials by PLM via the NY State ELAP 198.1 Method

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
12B 141701058-0017	joint compound 1st floor	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)

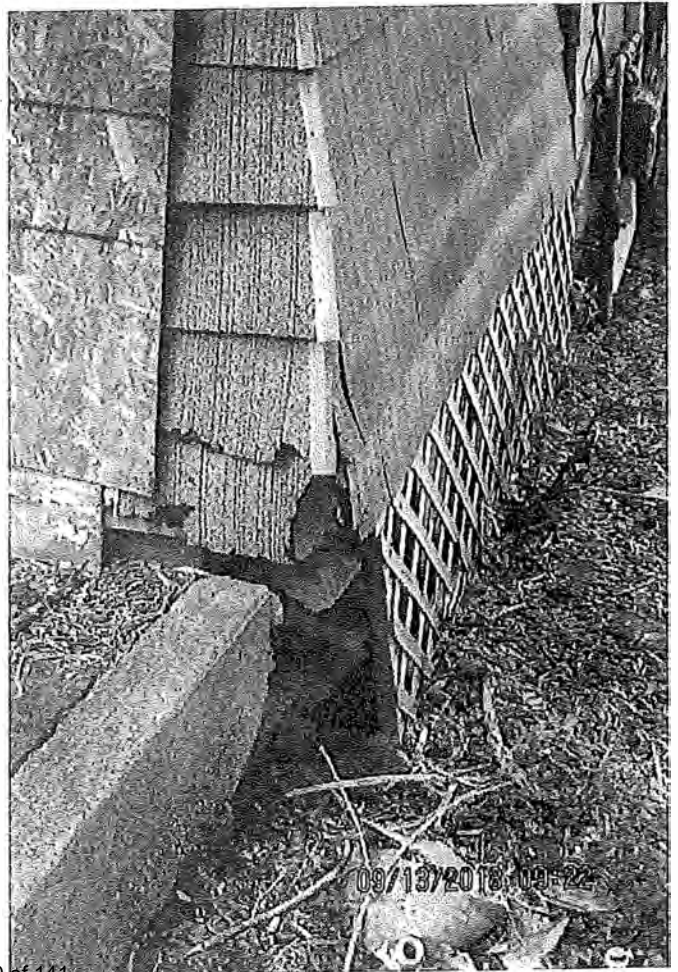
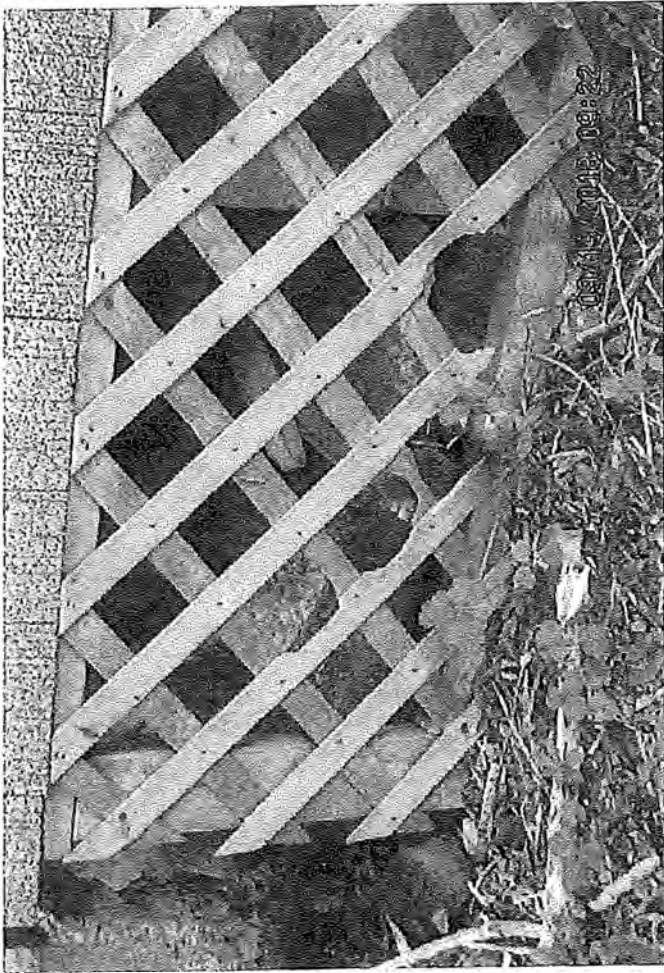
Shauna Strnad (5)

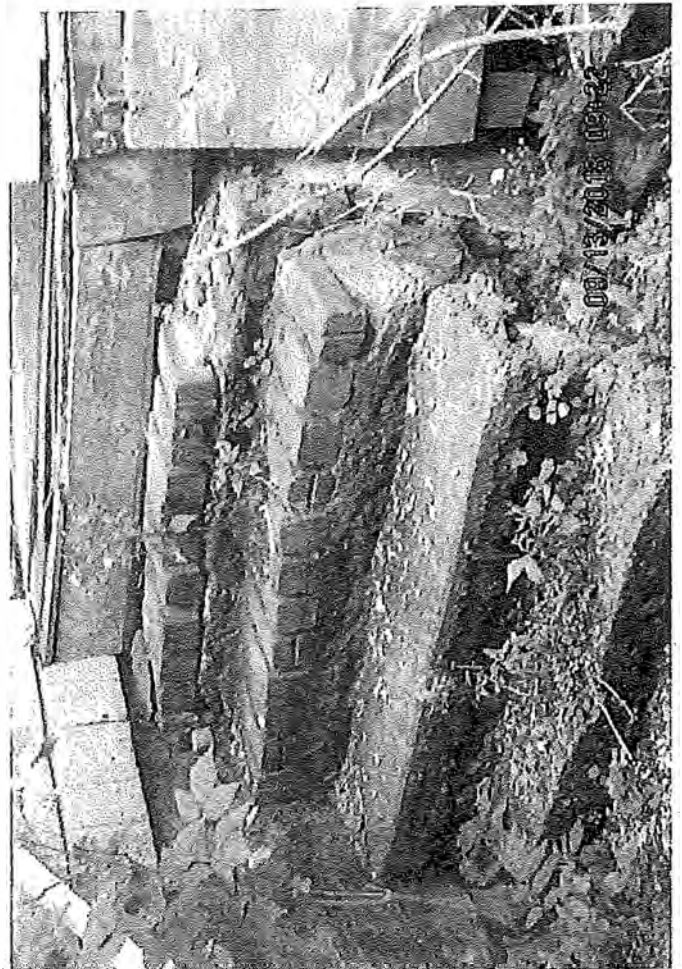
Rhonda McGee, Laboratory Manager
or other approved signatory

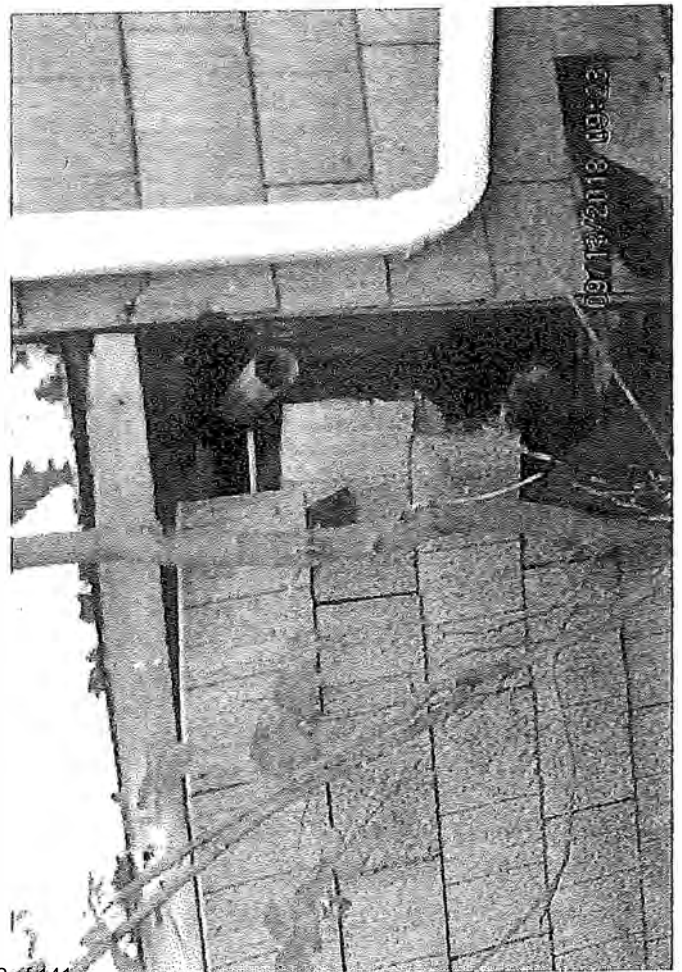
EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. All samples examined for the presence of vermiculite.

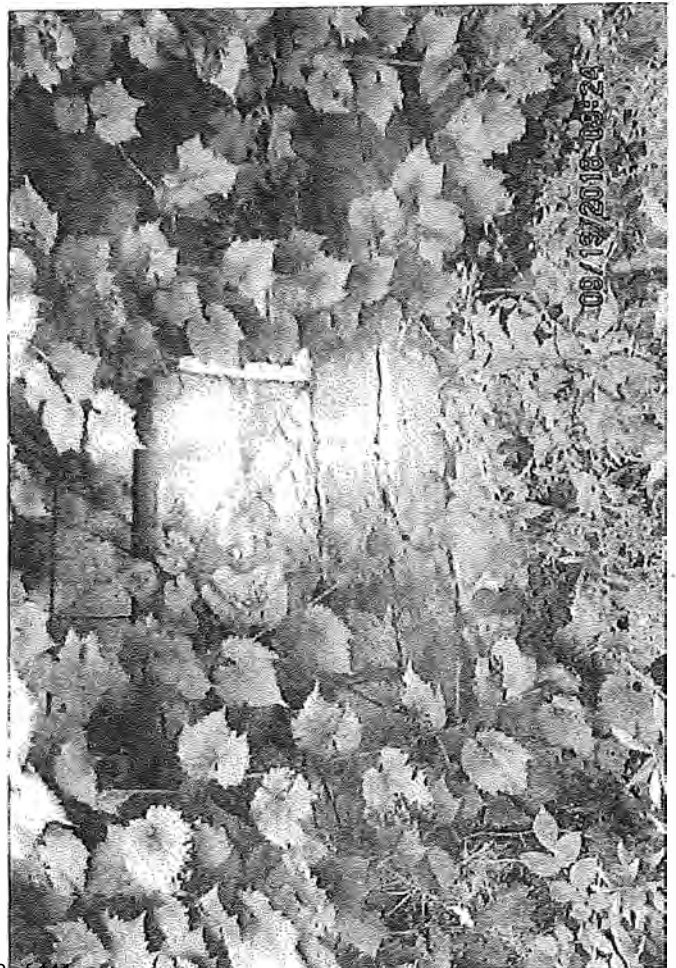
Samples analyzed by EMSL Analytical, Inc. Depew, NY NYS ELAP 11606

Initial report from: 03/13/2017 13:53:12











Appendix I

State and Federal Clauses

Contract Provisions

It is the responsibility of the Recipient to ensure that any of these applicable provisions are included in all contract documents. It is not acceptable for the provisions to just be photo copied and attached to the contract, but rather, the appropriate provision should be included in the appropriate contract section(s). **All contracts entered or awarded by a Recipient shall contain the following provisions as applicable:**

1. **Equal Employment Opportunity** - All construction contracts awarded in excess of \$10,000 shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. All suspected or reported violations shall be reported to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal grant program legislation, all construction contracts awarded by Recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The Recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. All suspected or reported violations shall be reported to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)** - Where applicable, all construction contracts awarded in excess of \$100,000. Contracts that involve the employment of mechanics or laborers shall include a provision for

compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous on federal and federally financed and assisted construction projects. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Patent Rights to Inventions Made Under a Contract or Agreement** - Contract agreements for the performance of experimental, developmental, or research work shall provide for the patent rights of the Federal Government and the Recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Section 3 12 U.S.C. 1701u of The Housing and Community Development Act of 1968, as amended** - All contracts subject to Section 3 shall include the clause set forth at 24 CFR 135.38 as provided in the Section 3 Rider.
8. The following provisions shall also be included in all contracts.
 - a. Contracts in excess of the small purchase threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances by which a contractor violates or breaches the contract terms, and provides for such remedial actions as may be appropriate.
 - b. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the Recipient, including the manner by which such termination shall be effected and the basis for settlement.

- c. Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the Recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$100,000. For those contracts or subcontracts exceeding \$100,000, the OCR may accept the bonding policy and requirements of the Recipient, provided the OCR has made a determination that the Federal Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:
- i. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of this bid, execute such contractual documents as may be required within the time specified.
 - ii. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - iii. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.
 - iv. Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States."
- d. All negotiated contracts awarded by Recipients or subrecipients shall include a provision to the effect that the Recipient or subrecipient, the OCR, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- e. All contracts shall contain a provision indemnifying the Housing Trust Fund Corporation, its agents and employees, from and against any and all claims, actions, damages, losses, expenses and costs of every nature and, including reasonable attorney's fees, incurred by or assessed or imposed against the Housing Trust Fund Corporation, to the fullest extent permitted by law, arising out of the project being funded with NYS CDBG funds.

- f. All contracts shall contain a provision acknowledging that all parties shall be bound by, and comply with all applicable Federal, State, and local laws and regulations, including but not limited to, 24 CFR Parts 85 and 570.
9. **Anti- Job Pirating 24CFR 570.482** - All Economic Development, Small Business, and Microenterprise contracts shall contain a provision acknowledging that Community Development Block Grant Funds will not be used to assist directly the relocation of any industrial or commercial plant, facility, or operation, from one area to another area, if the relocation is likely to result in a significant loss of employment in the labor market area (LMA) from which the relocation occurs. For additional information refer to 24 CFR 570.482 Eligible Activities <https://www.hudexchange.info/resources/documents/24-CFR-Part%20-570-CDBGs.pdf>

SECTION 3 RIDER

Contractor must comply with and must ensure that the following language is included in all applicable subcontracts for work related to this Contract (the term "Contractor" as used herein shall also be deemed to mean "Subcontractor"):

1. Section 3 Clause (24 CFR 135.38)

- A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (Section 3). The purpose of Section 3 is to ensure that Employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediments that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understand, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 DFR Part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the

Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
2. Contractor shall maintain such records, and complete and submit forms as may be amended from time to time, as required by the NYS Office of Community Renewal ("OCR") and/or HUD including but not limited to the Section 3 New Hires Report and the Section 3 Business Certification Package. Such forms shall be submitted in accordance with the directions contained therein and at such other times as the OCR and/or HUD may direct.