

Oneida County Department of Public Works

Division of Engineering
5999 Judd Road, Oriskany, New York 13424-3907

Request for Proposal

CONSULTING SERVICES

FOR

**STORM DAMAGE REPAIR AND UPGRADE
300 WEST DOMINICK STREET
ROME, NY 13440**

RFP# 2025-431

August 2025

REQUEST FOR PROPOSAL FOR DESIGN SERVICES

1. Introduction

1.1. The County of Oneida (the “County”) is soliciting proposals from qualified consulting firms with demonstrated experience in similar projects.

1.2. Proposals in response to this RFP must be submitted electronically in Adobe PDF format. Proposals can be submitted via email to dpwcapital@oneidacountyny.gov or via mail on a USB drive to:

Matthew S. Baisley
Commissioner
Oneida County Department of Public Works
5999 Judd Road
Oriskany, New York 13424

1.3. Packages containing proposals must be marked “Storm Damage Repair and Upgrade - 300 West Dominick Street”.

1.4. **Proposals are due at the above address no later than 2:00 p.m. EST on September 12, 2025.**

1.5. Questions relating to this RFP should be directed to Matthew S. Baisley at 315-793-6213 or dpwcapital@oneidacountyny.gov.

1.5.1. All questions must be submitted at least 5 business days prior to the proposal’s due date.

1.6. Site visits should be coordinated with the Division of Engineering at 315-793-6230.

1.7. Approximate Project Budget: \$5,584,140

2. Project Description

2.1. The intent of this Project is seeking proposals from qualified consultants to provide design and assessment services for the property located at 300 W. Dominick Street, which sustained significant damage during the 2024 tornado. The property has undergone initial cleanup and demolition, but further assessment and design work are required to determine the scope of repairs, and replacements needed.

2.1.1. Evaluate the current condition of the property, including structural integrity of what remains, as well as the functional status of the electrical and mechanical systems.

2.1.2. The exterior and interior assessments must be done to identify areas that will require removal, repair, or replacement.

2.1.3. The assessment will produce a comprehensive design plan for the repair and replacement of damaged areas.

2.2. Asbestos Abatement and Interior Renovation, 300 West Dominick Street, Rome.

2.2.1. The Project must also completely abate all Asbestos Containing Materials (“ACM”) at the 300 West Dominick Street, Rome. Once abatement is complete the space shall be refinished and the areas occupied by the following department and divisions.

2.2.1.1. Department of Family and Community Services (DFCS)

2.2.1.2. Working Solutions

2.2.1.3. Health Clinic

2.2.1.4. Probation

2.2.2. There shall be a minimum of two interviews with each department to determine space, equipment, and furniture needs and then present draft schematic designs for review and comment.

2.2.3. If sufficient space is available, an additional department or division will be added to the scope of work

2.2.4. Interior renovations must include.

2.2.4.1. Creating a single point of entry for the public to address security issues.

2.2.4.2. Maintaining the Health Clinic at its current location.

2.2.4.3. Performing limited work in the basement.

2.2.4.4. Demolish and remove abandoned mechanical systems, primarily on the roof.

2.2.5. Exterior renovations include roof replacement and additional drainage for the roof.

2.3. The project does not include providing clerk or CM Services at this time, but these can be provided if desired and shall be secured by the County.

3. Scope of Services

3.1. Contracts

3.1.1. The consulting firm selected for this Project (the “Consultant”) shall be required to provide services necessary for the performance and completion of work noted in Section 2, Project Description and this Section.

3.1.2. Services shall be provided as required and defined in AIA Document B101-2017 supplemented with AIA Document B207-2017 or AIA Document AIA B132-2019, as modified by the County. Contract type to be selected by Oneida County as referenced in Section 2.

3.2. Asbestos Abatement (if needed)

3.2.1. Abatement work, as needed, should be completed prior to the reconstruction work for each phase. Consultant should analyze the attached Hazardous Materials Survey to ascertain the potential scope of abatement. Note that extensive asbestos abatement has previously been completed throughout the first floor. Review and utilize the attached hazardous material survey, and/or conduct any additional testing as deemed necessary to

quantify locations where Asbestos Containing Material (ACM) may still exist and require abatement. If impacted by the work or scheduled to be disturbed, the affected areas shall be abated. Abatement work shall be completed prior to refinishing.

3.2.2. Identify and quantify ACM impacted by this Project as required by New York State Industrial Code Rule 56 (ICR 56). If permissible, information in the existing Limited Hazardous Material Pre-Renovation Survey and any other associated pre-existing hazardous material survey information shall be used. Consultant shall be aware that some work and abatement of ACM may be necessary in other areas of the building to accomplish the overall goals of this multi-phase capital project. There shall be no assumed ACM.

3.2.3. Prepare comprehensive plans and specifications for the abatement of ACM impacted by this Project, as needed. A generic design will not be accepted. All aspects of the asbestos abatement contractor's operations shall be strictly controlled.

3.2.4. The consultant shall prepare, submit and receive approval for any asbestos abatement variances. Payment for site-specific variances shall be in addition to compensation for Basic Services and made on a lump sum fee basis. The consultant shall also prepare plans at the completion of this phase of the work to identify any gross ACM that had to be enclosed and remain in place. This information is important for inclusion in the asbestos building management plan.

3.2.4.1. Abatement design shall be performed by a NYSDOL certified project designer under the direct supervision of a Licensed Professional Engineer or Architect.

3.2.4.2. Detailed plans and specifications shall be prepared by a competent mechanical engineer for isolation of the HVAC systems.

3.2.4.3. Prepare plans and specifications for asbestos abatement with sufficient detail and instruction to allow isolation and protection of life safety systems.

3.2.4.4. The asbestos abatement designer may be required to attend a preconstruction meeting with building occupants to discuss expected impacts of the Project.

3.2.4.5. The asbestos abatement designer shall be actively involved in the construction phase of asbestos abatement and shall attend all bi-weekly project meetings and special meetings as requested. The asbestos abatement designer may be required to enter active asbestos abatement work areas.

3.2.4.6. Provide Project monitoring/air sampling associated with abatement of ACM. All work shall be performed by a NYSDOL certified project monitor or NYSDOL certified air sampling technician. Payment for project monitoring, air sampling, and

reporting shall be in addition to compensation for basic services and made on a time and material basis.

3.2.4.7. Sub-consultant performing asbestos abatement design shall be fully responsible for asbestos abatement project monitoring.

3.2.4.8. The cost of asbestos abatement shall be included in all estimates.

3.3. Health Clinic

3.3.1. Complete a Limited Review Certificate of Need (CON) application pursuant to NYCRR Title 10, Section 710.1(c)(5)-(7) and assist Owner as needed with completion and submission of State of New York Department of Health forms and applications, including, but not limited to the Office of Primary Care and Health Systems Management, CON Limited Review Application. Assist with all related regulatory requirements or permits required for the project. At a minimum provide the following:

3.3.1.1. Schedule LRA1 – Project Narrative – Assist as needed.

3.3.1.2. Schedule LRA 2 – Total Project Cost

3.3.1.3. Schedule LRA 4 – Outline of Architectural/Engineering Action

3.3.1.4. Schedule LRA 5 - Space & Construction Cost Distribution

3.3.1.5. Schedule LRA 6 - Architectural or Engineering Certification Form

3.3.2. Upon completion, the County will submit to NYSDOH and pay any application fee.

3.3.3. Consultant shall provide all information, revisions, clarification, and re-submittals required by NYSDOH.

3.4. Renovations

3.4.1. Prepare plans, specifications, and bid packages for facility renovations in compliance with New York State General Municipal Law. This shall include all HVAC, plumbing, electrical, fire alarm, fire protection, security systems, and signage upgrades.

3.4.2. All HVAC systems shall be converted to digital controls and incorporated into the existing energy management system.

3.4.3. Provide interior design services as necessary. Prepare plans and specifications for loose furnishings in employee and public spaces.

Prepare all permit applications and secure all permits. The County shall pay all permit fees.

3.4.4. Coordinate activities with and secure approvals from involved local and state agencies.

3.4.5. Plans, specifications, and bid documents shall be prepared in accordance with all applicable codes, rules, regulations, and guidance documents including, but not limited to the following.

3.4.5.1. New York State Public Health Law, Article 28

3.4.5.2. New York State General Municipal Law

3.4.5.3. New York State Uniform Fire Prevention and Building Code (Uniform Code).

3.4.5.4. National Fire Protection Association (NFPA) Codes and Standards

3.4.5.5. New York State Energy Conservation Construction Code

3.4.5.6. International Energy Conservation Code (IECC)

3.4.5.7. NYCRR Title 10, Section 711, 711.2, 715

3.4.5.8. Facility Guidance Institute 2014 Guidelines for Design and Construction of Hospitals and Outpatient Facilities

3.4.5.9. New York State Department of Environmental Conservation (NYSDEC) Regulations.

3.4.5.10. American with Disabilities Act (ADA) Standards.

3.4.5.11. International Code Council (ICC).

3.4.5.12. Occupational Safety and Health Administration (OSHA) National Institute for Occupational Safety and Health (NIOSH).

3.4.6. Assist Owner by providing properly formatted payment requisitions with breakouts as needed to meet grant funding reimbursement requirements.

3.4.7. Prepare “turn-key” plans and specifications for all telecommunications systems, IT/DATA/AV/SECURITY. This shall include design of required wiring, hardware, software and software programming. County IT personnel and telecommunication hardware/software vendors shall be included in the design process.

3.4.8. Existing data systems utilize a fiber-optic backbone, and new systems shall incorporate this technology.

3.4.9. Special consideration shall be given to the relocation of computer systems owned by New York State and operated by County agencies.

3.4.10. The Consultant’s work shall be based on and comply with all current and applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority, in all respects.

3.4.11. The Consultant shall coordinate, chair and attend project meetings bi-weekly during all phases of design to keep the Owner/Client abreast of progress and project needs, bid and construction phases and then weekly during construction or as requested by the County. The Consultant to furnish meeting minutes for all project meetings and distribute

to attendees as directed by Oneida County within five (5) business days of the meeting.

3.4.12. Design Phase submissions - Minimally provide updated drawings, engineering narratives and outline specifications for all trades and disciplines at the end of each phase. Also include outline technical specifications and updated phasing plan(s) in schematic and design development, leading up to final review and followed by full bid-ready construction documents at the conclusion of the Construction Document phase.

3.4.12.1. Each design phase is to be formally closed out with Oneida County prior to proceeding to the next design phase.

3.4.13. Code Compliance Plan – The selected consultant shall be responsible for preparing a comprehensive Code Compliance Plan as part of the design services for this project. The Code Compliance Plan shall identify and document how the proposed design complies with all applicable codes, regulations, and standards, including but not limited to:

3.4.13.1. New York State Public Health Law, Article 28

3.4.13.2. New York State Uniform Fire Prevention and Building Code (latest adopted edition).

3.4.13.3. New York State Existing Building Code.

3.4.13.4. New York State Mechanical, Plumbing, and Electrical Codes.

3.4.13.5. Americans with Disabilities Act (ADA) and NYS Accessibility Standards.

3.4.13.6. Other applicable federal and state regulations.

3.4.13.7. The Code Compliance Plan shall include, at a minimum:

3.4.13.7.1. - Applicable codes and standards (with edition years)

3.4.13.7.2. - Occupancy classification(s) and construction type

3.4.13.7.3. - Egress analysis, including number of exits, travel distances, and occupant load calculations

3.4.13.7.4. - Fire protection and life safety system provisions

3.4.13.7.5. - Accessibility provisions, including accessible routes, entrances, and facilities

3.4.13.7.6. - Structural and energy code compliance summaries

3.4.13.7.7. - Hazardous materials considerations, where applicable

3.4.13.7.8. - Narrative and annotated drawings as appropriate

3.4.13.8. The Consultant shall submit a draft Code Compliance Plan for Owner review and approval at 50% Design Development for review and comment.

3.4.13.9. A Final Code Compliance Plan shall be submitted as part of the 100% Design Development Stage and shall be included in the permit application package to the Department of State.

3.4.14. Provide all services to prepare complete and accurate plans and specifications.

3.4.15. The consultant shall provide comprehensive environmental review services if necessary for the renovation project, including but not limited to environmental reviews, regulatory compliance, environmental impact analysis, and hazardous materials management.

3.4.15.1. Deliverables include reports, regulatory documentation, impact reports, and hazardous materials plans.

3.4.16. Project Schedule: Provide milestone schedule from start of design through Owner Occupancy (1 page) listing all design phases, Owner related milestones, durations, and major construction milestones. Maintain and update the schedule bi-weekly throughout design including a formal update at the end of each design phase and as requested by the County. Additionally, the schedule shall be prepared using scheduling software capable of exporting to Microsoft Project or a compatible format (such as .XML) suitable for import into Microsoft Project.

3.4.16.1. Critical Milestones to guide the schedule follow:

3.4.16.1.1. **Asbestos Abatement Bid Documents: November 2025**

3.4.16.1.2. **Permit Drawings:** December 2025

3.4.16.1.3. **Bid Documents:** January 2026

3.4.16.1.4. **Construction Start:** February 2026

3.4.16.1.5. **Construction End:** October 2026

3.4.16.1.6. **Furniture and Moving**

3.4.16.1.6.1. Bid Documents March 2026

3.4.16.1.6.2. Construction Start: August 2026

3.4.16.1.6.3. Construction End: October 2026

3.4.16.2. The County acknowledges that the New York State Department of Health (NYSDOH) may impact on the overall project schedule. Any required submissions to the NYSDOH and their subsequent review periods shall be incorporated into the project schedule and managed accordingly.

3.4.16.2.1. The consultant shall cooperate fully in preparing, submitting, and responding to any NYSDOH reviews or requests for information as necessary for project approvals.

3.4.16.2.2. Delays resulting directly from NYSDOH review periods shall not be considered grounds for claims against the County for additional compensation but

may be considered for schedule adjustments as appropriate, subject to the County's written consent.

3.4.17. When preparing cost estimates the allowable maximum construction contingency shall be as follows.

3.4.17.1. Schematic Design: 15%

3.4.17.2. Design Development: 10%

3.4.17.3. Construction Documents: 5%

3.4.17.4. Itemize escalation if needed and any other recommended cost risks on separate lines.

3.4.18. Permit Set - Consultant shall provide a fully complete set of Construction documents issued and labelled as a "Permit Set" for submission to the NYSDOS, Building and Codes Department, with the purpose of obtaining a building permit prior to proceeding with the bid phase. Once the building permit is issued, the "Permit Set" notation is to be removed and final bid documents are to be provided. The intent of the Permit Set is to have a completed set of documents that does not require modification once submitted to the New York State Department of State for permit review, unless the revisions are specifically required by the New York State Department of State.

3.4.19. Consultants' work shall be based on and comply with all current and applicable governmental laws, regulations, orders, ordinances and other rules of duly constituted authority, in all respects.

3.5. Closeout

3.5.1. All closeout documentation to be assembled and submitted as one (1) complete and comprehensive package.

3.5.2. The Consultant shall provide two (2) electronic and properly formatted files and two (2) hard copies of all submittals, drawings, specifications, addendums, meeting minutes, O&M Manuals, As-Built Drawings, Permits, Certificates of Occupancy and general correspondence.

3.5.3. In cooperation with the construction manager or on-site project representative, create a complete project file to be provided to the County upon completion of all work.

3.6. Attachments

3.6.1. 300 W. Dominick St. Existing Floor Plans

3.6.2. Exhibit F – Standard Contract Clauses Addendum (10 pages)

4. Terms and Conditions

4.1. The Project outlined in this RFP shall be awarded by County.

4.2. County shall not be liable for costs incurred prior to the issuance of an executed written Agreement and/or written Notice to Proceed.

4.3. Firms responding to this RFP may be designated for an interview with the County prior to the issuance of an award.

4.4. Contents of the Consultant's proposal may become part of the contractual obligations if deemed appropriate by the County.

4.5. County reserves the right to accept or reject any or all proposals when it is considered to be in the best interest of the County to do so.

4.6. Consultant shall not discriminate against any individual in accordance with applicable federal, state or local laws.

4.7. Firms and/or sub-consultants qualified and certified as Minority/Women Business Enterprises are encouraged to submit proposals. The Consultant and/or sub-consultants shall make a good faith effort to ensure that M/WBE are given the maximum opportunity to compete for any sub-contracts.

4.8. Consultant shall be required to enter into a Professional Services Agreement (the "Agreement") with the County, inclusive of insurance requirements, set forth herein, and any attachments thereto. The County reserves the right to modify the Agreement before final execution.

4.9. The Agreement entered into, as a result of this RFP, shall be between the Consultant and the County.

4.10. Should the Agreement be unacceptable to the Consultant, the County reserves the right to select another firm.

4.11. **Appendix A**, the Standard Contract Clauses Addendum, shall become part of any contract resulting from this proposal between the Consultant and County.

4.12. Consultant shall comply with and certify that the proposal was made without collusion pursuant to New York State General Municipal Law § 103-d, attached hereto as **Appendix B**.

4.13. Consultant shall comply with and certify that the proposal was made pursuant to New York State Finance Law § 165-a and New York State General Municipal Law 103-g, the Iran Divestment Act, attached hereto as **Appendix D**.

4.14. Consultant shall comply with and certify the County's Recycling and Solid Waste Management Certification pursuant to the Oneida County Board of Legislators' Resolution No. 249, attached hereto as **Appendix E**.

4.15. Consultant shall comply with and certify the Statement on Sexual Harassment pursuant to New York State Labor Law 201-g, attached hereto as **Appendix F**.

4.16. Consultant shall comply with and certify the Statement of Tropical Hardwoods, attached hereto as **Appendix G**.

5. Payment for Services

5.1. Payments shall be based on work phases defined in AIA Document B101-2017 and AIA Document B207-2017, modified by County as follows.

5.1.1. Pay Item 1. The Consultant shall be paid a lump sum fee for Schematic Design, Design Development, Construction Documents, Bidding, Construction, and As-Constructed Record Drawing phases.

5.1.2. Pay Item 2. The Consultant shall be paid a lump sum fee for ACM and hazardous material survey, reporting, and design excluding the cost of sample analysis. Consultant shall be paid on a unit price basis for sample analysis.

5.1.3. Pay Item 3. The Consultant shall be paid a lump sum fee for each ACM abatement variance application.

5.1.4. Pay Item 4. The Consultant shall be paid on a Time and Materials basis for Asbestos Abatement Project Monitoring and Air Sampling. Payments shall be based on established hourly rates and unit prices.

5.1.5. Pay Item 5. The Consultant shall be paid on a Time and Materials basis for on-site project representation in accordance with AIA Document B207-2017. Payment shall be based on established hourly rates and unit prices.

5.2. Separate payment(s) will not be made for reimbursable expenses. The cost of all reimbursable expenses shall be included in lump sum fees, not-to-exceed fees, established hourly rates, and unit prices.

5.3. County shall be responsible for and pay all permit and inspection fees separately or as a reimbursable expense.

6. Indemnification

6.1. To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold the County harmless against any and all claims (including but not limited to claims asserted by any employee of the Consultant and/or its subconsultants) and costs and expenses of whatever kind (including but not limited to payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to its performance and/or its subconsultants' performance of the Agreement or from the Consultant's and/or its subconsultants' failure to comply with any of the provisions of the Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this paragraph by way of cross-claim, third-party claim, declaratory action or otherwise. The parties expressly agree that the

indemnification obligation hereunder contemplates (1) full indemnity in the event of liability imposed against the County without negligence and solely by reason of statute, operation of Law or otherwise; and (2) partial indemnity in the event of any actual negligence on the part of the County either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of Law, or otherwise). The obligations of the Consultant under this paragraph shall not be limited by any enumeration herein of required insurance coverage and shall survive any expiration or termination of the Agreement and the County's tendering of the final payment.

7. Insurance Requirements

7.1. The Consultant shall maintain, at its own expense, the following insurance until termination of the Agreement. The insurance carrier must have at least an A- (excellent) rating by A. M. Best and be qualified and admitted to do business in the State of New York.

7.2. Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and at least Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, XCU, independent contracts, products, completed operations, personal and advertising injury. The Consultant shall maintain completed operations coverage for a period of three (3) years after completion.

7.3. Automobile Liability covering vehicles owned, leased, hired and non-owned vehicles used, by the Consultant with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

7.4. Excess/Commercial Umbrella coverage with limits of at least Five Million Dollars (\$5,000,000) each occurrence, following form over the Commercial General Liability and Automobile Liability, with subrogation waived.

7.5. Workers' Compensation pursuant to statute.

7.6. Employer's Liability pursuant to statute.

7.7. Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars (\$ 1,000,000) per claim and at least Two Million Dollars (\$2,000,000) in the aggregate.

7.8. Additional Insured Obligations. To the fullest extent permitted by law, the Consultant shall cause the Commercial General Liability, Automobile Liability, and Excess/Commercial Umbrella policies to include the County as an additional insured on a primary and non-contributory basis with subrogation waived.

7.9. The Consultant shall provide certificates of insurance to the County that evidence compliance with the requirements in this Section 2.5. The certificates shall be on forms approved by the County, and shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County. Acceptance of the certificates shall not relieve the Consultant of any of the insurance requirements, nor decrease the liability of the Consultant. The County reserves the right to require the Consultant to provide insurance policies for review by the County. The Consultant grants the County a limited power of attorney to communicate with the Consultant's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

7.10. The Consultant waives all rights against the County for recovery of damages to the extent these damages are covered by insurance maintained per requirements stated above.

8. Independent Contractor Status

8.1. For the purposes of this paragraph, the term "Independent Contractor" shall include the Consultant, and any and all of its sub-consultants, agents, servants, officers, and employees. It is expressly agreed that there shall be an independent contractor relationship between the County and the Independent Contractor. The Independent Contractor shall not be deemed an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health benefits. The Independent Contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason thereof and that it shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County. Both the County and the Independent Contractor shall have the right to participate in any conference, discussion or negotiation with any governmental agency regarding the Independent Contractor's status as an independent contractor.

8.2. The Consultant's payments shall be reported pursuant to IRS Form 1099, and the County shall not make any withholding for taxes or any other obligations. The Consultant shall be solely responsible for all applicable taxes, payroll deductions, workers' compensation insurance, and provision of health insurance where required. The Consultant shall indemnify

and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

9. Document Reproduction and Ownership of Original Drawings and Manuscripts

9.1. The Consultant grants to the County an exclusive license to use the Consultant's Instruments of Service, including specifications and drawings prepared for the Project. The Consultant shall obtain similar exclusive licenses from the Consultant's sub-consultants consistent with the Agreement. The license granted under this section permits the County to authorize the contractor, its subcontractors, sub-subcontractors, and suppliers, as well as the County's separate contractors, to reproduce applicable portions of the Instruments of Service. The Consultant shall provide reproductions of the Instruments of Service and the As-Constructed Record Drawings to the County upon request, free of charge. All such reproductions shall be the property of the County, whether or not the Project is completed.

10. Choice of Law

10.1. The Agreement shall be construed and enforced in accordance with the laws of the State of New York.

11. Submittal Requirements

11.1. Cover page (one page)

11.2. List of sub-consultants (one page)

11.3. Signed **Appendix B** – Non-Collusion Certification

11.4. Signed **Appendix C** – Corporate Resolution Form

11.5. Signed **Appendix D** – Iran Divestment Act Certification

11.6. Signed **Appendix E** – Recycling and Solid Waste Certification

11.7. Signed **Appendix F** – Statement on Sexual Harassment

11.8. Signed **Appendix G** – Tropical Hardwoods Certification

11.9. Signed **Appendix H** – Fee Proposal

11.10. Billable hourly rate schedule for all staff assigned to this project, including sub-consultants.

12. Special Requirements

12.1. The Consultant shall have either on staff, or as a sub-consultant, persons with specific experience in the following disciplines:

12.1.1. Architectural design.

12.1.2. Mechanical, electrical, and plumbing design.

12.1.3. Structural Design

12.1.4. Asbestos abatement design and project monitoring.

12.1.5. These persons/consultants shall be described in the proposal

12.2. The Consultant shall have on staff, or as a sub-consultant, a Registered Architect or Professional Engineer recognized by the New York State Education Department.

12.3. **Exhibit A**, attached hereto, shall become part of any contract with the County.

13. Selection Process

13.1. The County shall review all proposals received and reserve the right to select firms for further presentation and interview.

13.2. The following criteria shall be used in the selection process.

13.2.1. Approach to Project:

13.2.1.1. Understanding of Project scope

13.2.1.2. Understanding of implied or required activities

13.2.1.3. Reasonableness of proposed approach

13.2.1.4. Proposed Work/Services schedule

13.2.2. Experience/Qualifications of Project Personnel and Firm:

13.2.2.1. Previous experience with governmental agencies

13.2.2.2. Previous experience with similar projects

13.2.2.3. Project staff experience with similar projects

13.2.2.4. Project management expertise

13.2.3. Credentials of Firm:

13.2.3.1. Reference/client assessment of previous performances

13.2.3.2. Demonstrated ability to keep projects on schedule

13.2.3.3. Firm's most significant relevant project

13.2.4. Level of Effort

13.2.4.1. Commitment of assigned personnel to the project

13.2.4.2. Firm's current workload and availability

13.2.5. Fee Proposal

13.3. The County shall prepare the Agreement with the Consultant selected. Any further modifications/amendments to the Agreement shall be negotiated with the County.

13.4. Should the Agreement be unacceptable to the Consultant, the County reserves the right to select another firm.

14. Responsibility of Consultant

14.1. All responding firms shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted a proposal without an authorized signature, falsified any information in the proposal package, etc.), its proposal shall be rejected.

Appendix A
Standard Contract Clauses Addendum

THIS ADDENDUM, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executory or Non-Appropriation Clause.

1.1. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

2.1. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying, Debarment, Suspension and other Responsibility Matters, and Drug-Free Workplace Requirements.

3.1. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

3.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the tension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

3.1.2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3.1.3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

3.2. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

3.2.1. The Contractor certifies that it and its principals:

3.2.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

3.2.1.2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contracts under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.2.1.3. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

3.2.1.4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) for cause or default.

3.2.2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

3.3. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

3.3.1. The Contractor will or will continue to provide a drug-free workplace by:

3.3.1.1. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

3.3.1.2. Establishing an on-going drug-free awareness program to inform employees about:

3.3.1.2.1. The dangers of drug abuse in the workplace;

3.3.1.2.2. The Contractor's policy of maintaining a drug-free workplace;

3.3.1.2.3. Any available drug counseling, rehabilitation, and employee assistance program; and

3.3.1.2.4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

3.3.1.3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (3.3.1.1) above;

3.3.1.4. Notifying the employee in the statement required by paragraph (3.3.1.1) that as a condition of employment under the Contract, the employee will:

3.3.1.4.1. Abide by the terms of the statement; and

3.3.1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

3.3.1.5. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (3.3.1.4.2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants

Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

3.3.1.6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (3.3.1.4.2), with respect to any employee who is so convicted;

3.3.1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

3.3.1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

3.3.1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (3.3.1.1), (3.3.1.2), (3.3.1.3), (3.3.1.4), (3.3.1.5), (3.3.1.6).

3.3.2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

3.3.3. Place of Performance (street, address, city, county, state, zip code).

3.4. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

3.4.1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

3.4.2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **Health Insurance Portability and Accountability Act (HIPAA).** When applicable to the services provided pursuant to the Contract:

4.1. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as “HIPAA,” as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

4.1.1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

4.1.2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

4.1.3. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County’s clients.

4.2. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

4.2.1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and

4.2.2. The Contractor may provide data aggregation services relating to the health care operations of the County.

4.3. The Contractor shall:

4.3.1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

4.3.2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

4.3.3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;

4.3.4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;

4.3.5. Make available protected health information in accordance with 45 CFR § 164.524;

4.3.6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;

4.3.7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

4.3.8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

4.3.9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

4.4. The Contractor agrees that this contract may be amended if any of the following events occurs:

4.4.1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

4.4.2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

4.4.3. There is a material change in the business practices and procedures of the County.

4.5. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause. In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise

disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits. In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 of the Labor Law, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 of the Labor Law, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said Articles, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County-approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification. In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (1) 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; and (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) 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. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertaining to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails (and all attachments thereto), rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an audit or examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) in the sole discretion of the County, designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

11.1. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.

11.2. Privacy Notification. (i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (ii) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

13. Governing Law. This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

14.1. The Contractor certifies and warrants that all wood products to be used under this Contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

14.2. In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

16.1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard; rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

16.2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit.

17.1. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to, or permit the County to examine or obtain copies of, any documents relating to the payment of money to the Contractor or expenditures made by the

Contractor for which reimbursement is requested to be made or has been made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

17.2. If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a federal financial assistance program from a federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

18.1. Pursuant to Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each bidder or Contractor, or any person signing on behalf of any bidder or Contractor, and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (hereinafter “OGS”) website, that to the best of its knowledge and belief, that each bidder or Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

18.2. Additionally, the bidder or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

18.3. During the term of the Contract, should the County receive information that a bidder or Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he, she or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (90) days after the determination of such violation, then the County shall take such action as may be appropriate, including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the bidder or Contractor in default.

18.4. The County reserves the right to reject any bid or request for assignment for a bidder or Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any bidder or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. Prohibition on Tobacco and E-Cigarette use on County Property.

19.1. Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

19.1.1. For the purposes of this provision, the “use of tobacco” shall include:

19.1.1.1. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;

19.1.1.2. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.

19.1.2. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.

19.2. For the purposes of this provision, “on Oneida County property” shall be defined as:

19.2.1. Upon all real property owned or leased by the County of Oneida; and

19.2.2. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.

19.3. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. **Compliance with New York State Labor Law § 201-G.**

20.1. The Contractor shall comply with the provisions of New York State Labor Law § 201-g.

Updated: 11/8/2018

Appendix B Non-Collusion Certification

The following section is an excerpt from the General Municipal Law.

103-d Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State

1. 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 services 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 the penalties of perjury: Non-collusive Bidding Certification.

a) 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.

1) 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; and

2) 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

3) 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 restricting competition.

b) A Bid shall not be considered for award nor shall any award be made where (a), (1), (2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending

publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-d of General Municipal Law.

Submitted By

(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

APPENDIX C
CORPORATE RESOLUTION

It is hereby resolved that _____ is
authorized to sign the bid or proposal of this Corporation for the following project:

STORM DAMAGE REPAIR AND UPGRADE
300 WEST DOMINIC STREET

and to include in such bid or proposal the certificate as to non-collusion required by section One Hundred Three (103D) of the General Municipal Law as the act of such corporation, and for any inaccuracies or misstatements in such certificate, 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 on the _____ day of _____,
_____.

(Seal of Corporation)

(Secretary)

Appendix D

Iran Divestment Act - Certification

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran (“the List”), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

Certification that the Bidder is not on the List: Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certify, 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 belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

I certify under penalty of perjury that the foregoing is true.

Submitted By

(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

Appendix E
Recycling and Solid Waste Management Certification Form for Oneida County Contracts

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

- (a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.
- (b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance.

Submitted By

(Legal Name of Person, Firm or Corporation)

Name: _____

Title: _____

Signature: _____

Date: _____

(SIGN AND RETURN WITH PROPOSAL)

Appendix F

Statement on Sexual Harassment in Accordance with New York State Law

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Submitted By

(Legal Name of Person, Firm or Corporation)

Name:

Title:

Signature:

Date:

(SIGN AND RETURN WITH PROPOSAL)

Appendix G
PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

Pursuant to State Finance Law Section 165(2)(c)(ii), the following certification is mandatory in every bid proposal, solicitation, request for bid or proposal and contract for the construction of any public work, building maintenance or improvement.

Any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
 - a. No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
 - b. The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
 - c. The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

Certification of the Prohibition on Purchase of Tropical Hardwoods

The Contractor certifies and warrants that all wood products to be used under this contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County

Name (Print)

Title

Signature

Date

SIGN AND RETURN WITH BID SHEET

Exhibit H

Fee Proposal

We submit the following fee proposal for Professional Consulting Services to complete all services identified in the PROJECT DESCRIPTION and SCOPE OF SERVICES section of this Request for Proposal, upon the terms and conditions contained herein:

Pay Items Per Paragraph 5. Payment for Services		
1.1	\$	Lump Sum, AIA B101-2017
2.1	\$	Guaranteed Maximum, Not-To-Exceed Fee for On-Site Project Representation based on 52-week construction schedule
2.2	\$	Hourly Rate Project Representative
3.1	\$	Guaranteed Maximum, Not-To-Exceed Fee for Asbestos Abatement Project Monitoring and Air Sampling based on a 4-week construction schedule
3.2	\$	Hourly Rate, Project Monitor
3.3	\$	Overtime Hourly Rate, Project Monitor
3.4	\$	Each, PCM Air Sample*Standard Turn Around Time (TAT)
3.5	\$	Each, PCM Air Sample* Rush TAT
3.6	\$	Each, TEM Air Sample* Standard TAT
3.7	\$	Each, TEM Air Sample* Rush TAT
4.1	\$	Lump Sum Fee, Asbestos Containing Material Survey and Asbestos Abatement Design
4.1	\$	Hourly Rate, Designer
4.2	\$	Hourly Rate, Inspector
4.3	\$	Hourly Rate, Clerical
4.4	\$	Each, PLM Sample
4.5	\$	Each, PLM (NOB) Sample
4.6	\$	Each, TEM (NOB) Sample
4.7	\$	Each, TEM Sample
4.8	\$	Each, Site Specific Variance
5.1	\$50,000.00	Contingency Fee
*- Unit price shall include all equipment, materials, and reporting.		

By signing below I hereby certify that I have the authority to offer this proposal to the County of Oneida for the above listed individual or company. I certify that I have the authority to bind myself/this company in an Agreement should I be successful in my proposal.

Submitted By

(Legal Name of Person, Firm or Corporation)

Name:

Title:

Signature:

Date:

(SIGN AND RETURN WITH PROPOSAL)



2011 East Main Street, Rochester, New York 14609
Phone: (585) 654-9080 Fax: (585) 654-9662
www.LozierEnv.com

June 27, 2024 ***Revised August 26, 2024***

Attn: Justine Sepe
Servpro of Broome County
132 Conklin Avenue
Binghamton, New York 13903

Re: Limited Pre-Renovation Asbestos Survey: Oneida County Department of Social Services
300 West Dominick Street, Rome, New York 13440

Dear Mr. Sepe:

Enclosed are the analytical results, sample location plan, asbestos location plan, license and certifications and chains of custody for sampling and analysis of suspect building materials associated with the above referenced location.

Scope

On July 20 & 23, 2024 and August 7, 13 & 22, a combination of different New York State Department of Labor certified inspectors J. Conners (DOL Cert #24-6LSII-SHAB), M. Waller (DOL Cert #23-61GK4-SHAB) and K. Updyke (DOL Cert #24-65D45-SHAB) conducted the asbestos inspection and survey with procedures and guidelines in accordance with New York State and EPA protocol.

Analysis Methods

Lozier Environmental Consulting, Inc. is accredited through New York State Department of Health ELAP (Lab ID# 11770) for Solid and Hazardous Waste and Air and Emissions for Bulk Asbestos Fiber Analysis by polarized light microscopy (PLM). The analysis methodology used for asbestos bulk samples is as follows: New York State Department of Health ELAP Method 198.1 and 198.6; *Polarized Light Microscopy Methods for Identifying and Quantitating Asbestos in Bulk Samples*. Asbestos containing materials are defined as those materials containing greater than 1.0% asbestos.

Non-friable organically bound materials, which were determined negative by PLM and contained greater than 1% residue after gravimetric reduction, were analyzed by transmission electron microscopy (TEM) by ELAP Method 198.4 at EMSL Analytical Services, Inc., which is a New York State ELAP-Certified Laboratory (ELAP Lab ID# 12088).

Limitations

This Survey is not subject to interpretation by parties other than the authors of this document. Observations noted and recorded are intended to represent the conditions that existed at the subject site at the time and date that the observations were made. Lozier Environmental Consulting, Inc. accepts no responsibility for the content of building materials within areas or spaces that were unknown to us or not reasonably accessible.

Additional materials and quantities of known asbestos containing materials might exist within areas of the building.

Summary of Asbestos Containing Materials


LOCATION	MATERIAL	COND.	CLASS	QUANTITY
Mezzanine (All Walls 2 nd and 3 rd)	Beige Wall Joint Compound	Good	Friable	2,800 Square Feet
Working Solutions Hallway – Pink Zone <ul style="list-style-type: none"> Hallway (Ceiling and Upper Walls) 2 Bathrooms (Ceiling and Walls) Small Break Room (Ceiling and Walls) Stairway 	Beige Wall Joint Compound	Good	Friable	2,700 Square Feet
Maintenance – Pink Zone <ul style="list-style-type: none"> Hallway (Ceiling and Walls) Conveyer Area Building and Grounds Break Room Garage 	Beige Wall Joint Compound	Good	Friable	3,200 Square Feet
Working Solutions – Red Zone <ul style="list-style-type: none"> Large Lunchroom (1 Upper Wall) Resource Room (1 Upper Wall) Conference Room (2 Upper Walls) Cube Area – Upper Walls and Ceiling Box 	Beige Wall Joint Compound	Good	Friable	1,900 Square Feet
DSS Interview Area – Purple Zone <ul style="list-style-type: none"> Front Office and Rooms 11-16 (Upper Wall Areas) 	Beige Wall Joint Compound	Good	Friable	400 Square Feet
DSS Intake Zone – Orange Zone <ul style="list-style-type: none"> DSS Lobby (All Upper Wall areas and Bathroom Wall) Health Clinic Hallway (All Upper Walls, Interior Wall around Clinic Entry, and Recessed Ceiling) Basement Stairway (Ceiling) 	Beige Wall Joint Compound	Good	Friable	3,800 Square Feet
DSS – Blue Zone <ul style="list-style-type: none"> Cube Space (Wall Area) 8 Offices and 2 Conference Rooms (All Exterior Walls, Floor to Ceiling) Outside Probation – Wall and Ceiling Box 	Beige Wall Joint Compound	Good	Friable	5,000 Square Feet
Rooftop Air Handler Rooms <ul style="list-style-type: none"> Room 1 (29'x10') Room 2 (42'x10') 	Beige Wall Joint Compound	Good	Friable	2,200 Square Feet
Probation <ul style="list-style-type: none"> All Offices – 7 in total (Exterior Walls, Floor to Ceiling) Adult and Juvenile Waiting Areas (Exterior Walls and Ceiling Box Area) 	Beige Wall Joint Compound	Good	Friable	1,400 Square Feet
Interior of Exterior Walls	Brown Insulation Mastic	Good	NOB	4,800 Square Feet

Notes:

- Condition: **Good** = No visible damage and/or very limited deterioration. **Fair** = visible damage or deterioration on less than 25% of the material. **Poor** = visible damage or deterioration greater than 25%.
- All quantities are approximations and should be verified by contractor prior to removal.

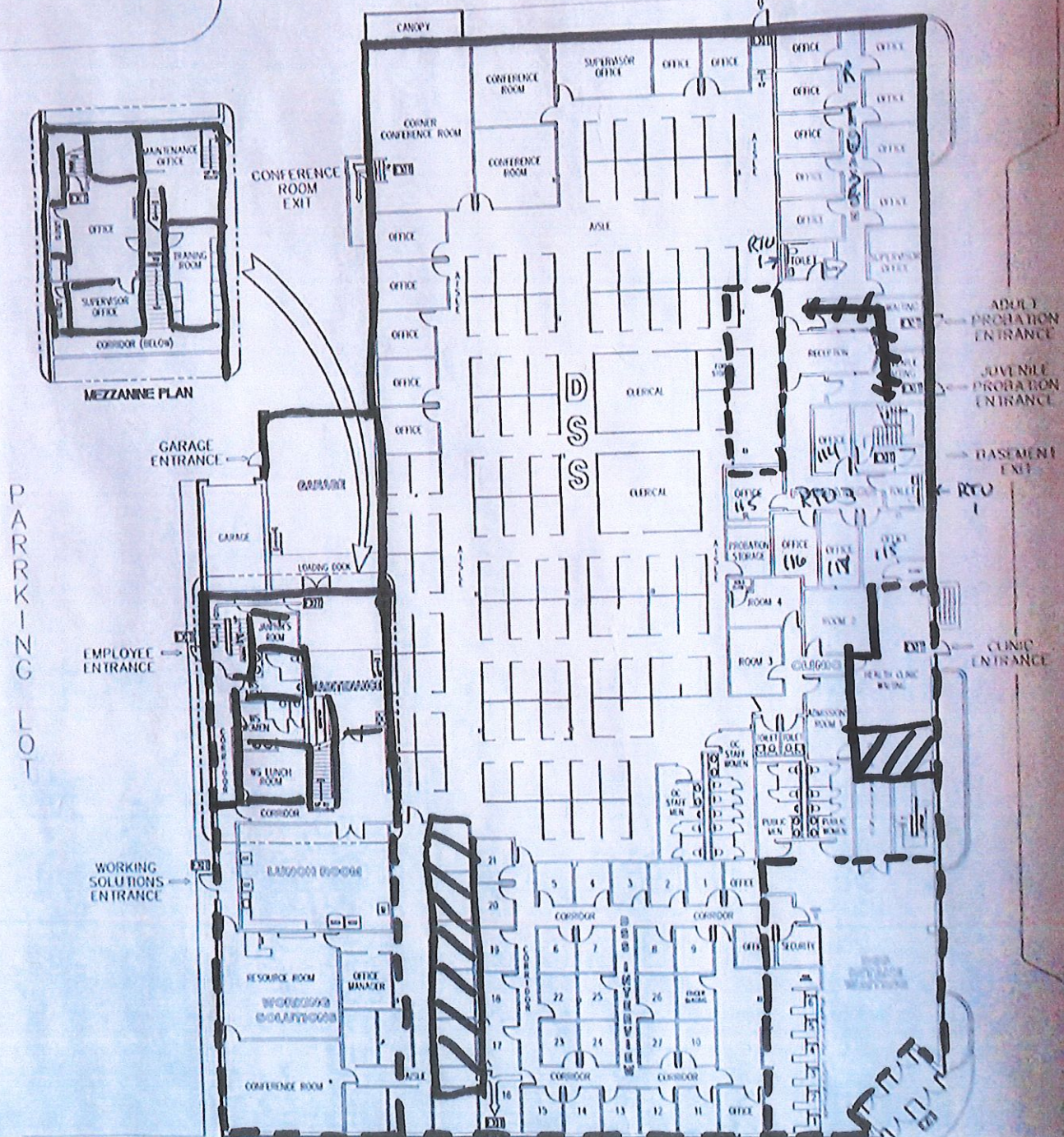
Lozier Environmental Consulting, Inc. appreciates this opportunity to provide you with our professional services. If you have any questions, please contact me at 585-654-9080.

Sincerely,


Michael Waller
Chief Operating Officer

ASBESTOS CONTAINING JOINT COMPOUND, LOCATION PLAN

- Entire Wall
- Upper Section of the wall (Approximately above 8 feet)
- Remaining Sections of a box like structure

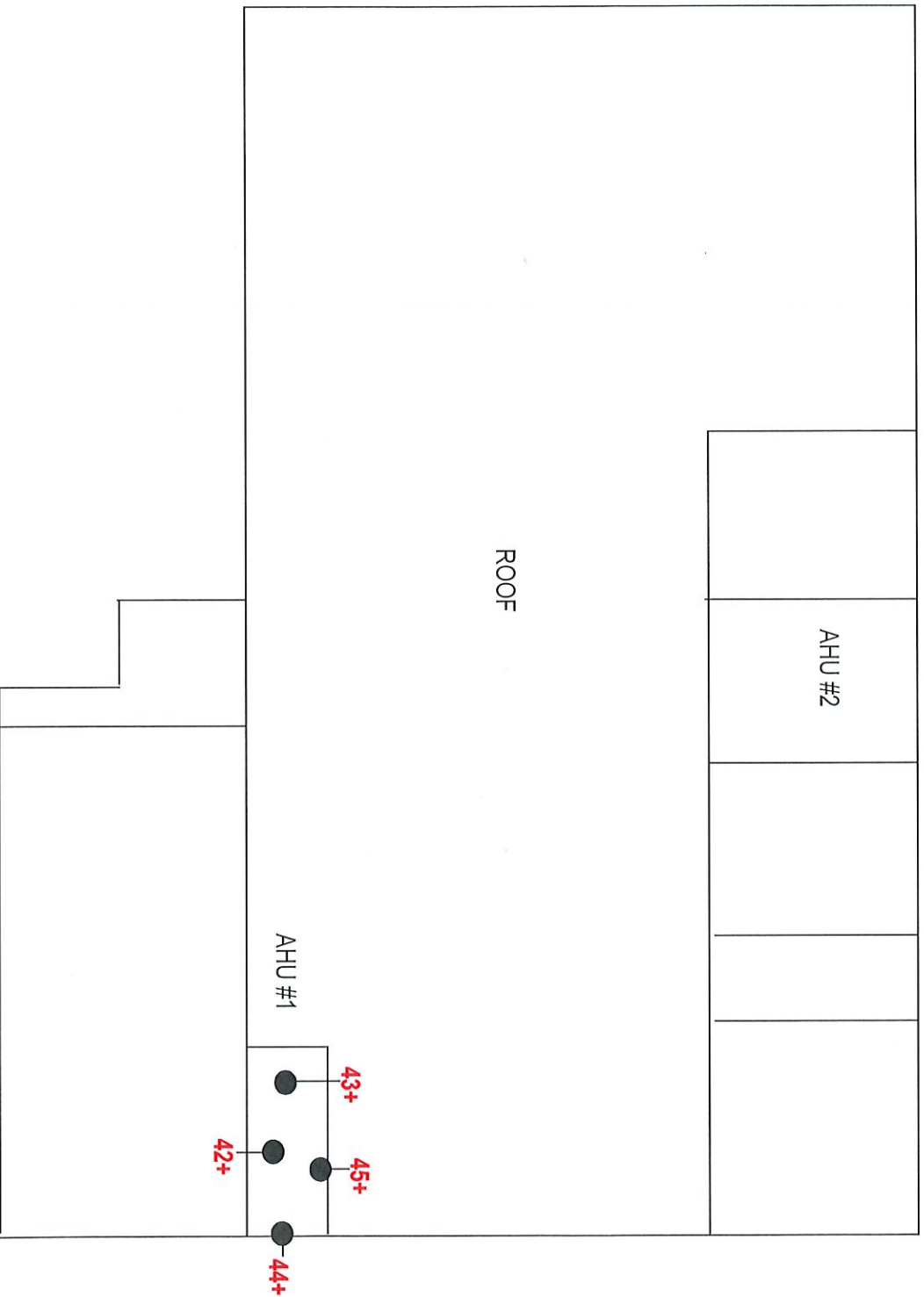


46, 48+ 47, 49+

SAMPLING LOCATION PLAN

CLIENT: SERVPRO OF BROOME COUNTY
LOCATION: ONEIDA COUNTY SOCIAL SERVICES DEPARTMENT
300 W. DOMINICK STREET, ROME, NEW YORK 13440
AREA: AIR HANDLING UNIT ROOMS
DATE SAMPLED: AUGUST 13, 2024

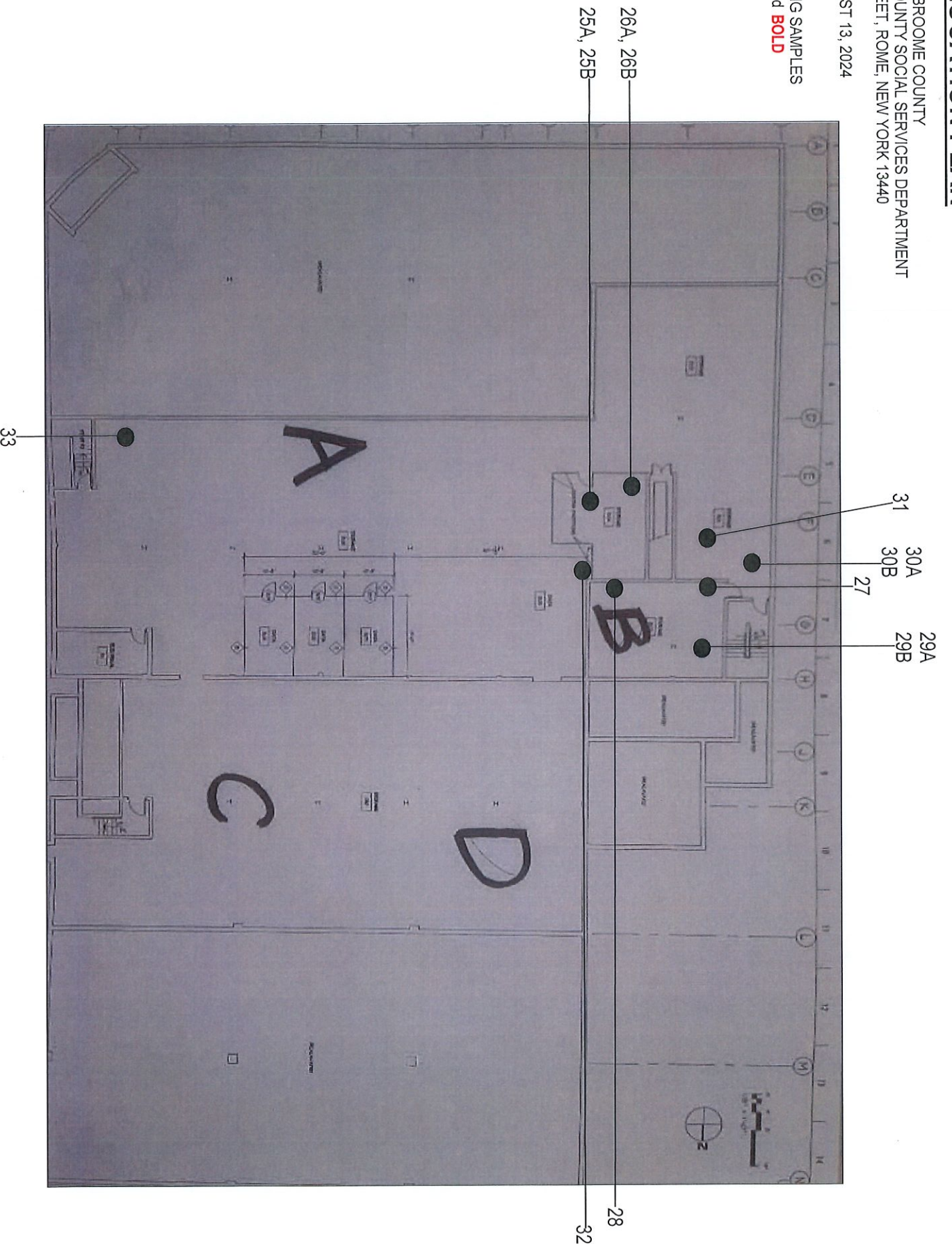
ASBESTOS CONTAINING SAMPLES
DESIGNATED BY "+" and **BOLD**



SAMPLING LOCATION PLAN

CLIENT: SERVPRO OF BROOME COUNTY
LOCATION: ONEIDA COUNTY SOCIAL SERVICES DEPARTMENT
300 W. DOMINICK STREET, ROME, NEW YORK 13440
AREA: BASEMENT
DATE SAMPLED: AUGUST 13, 2024

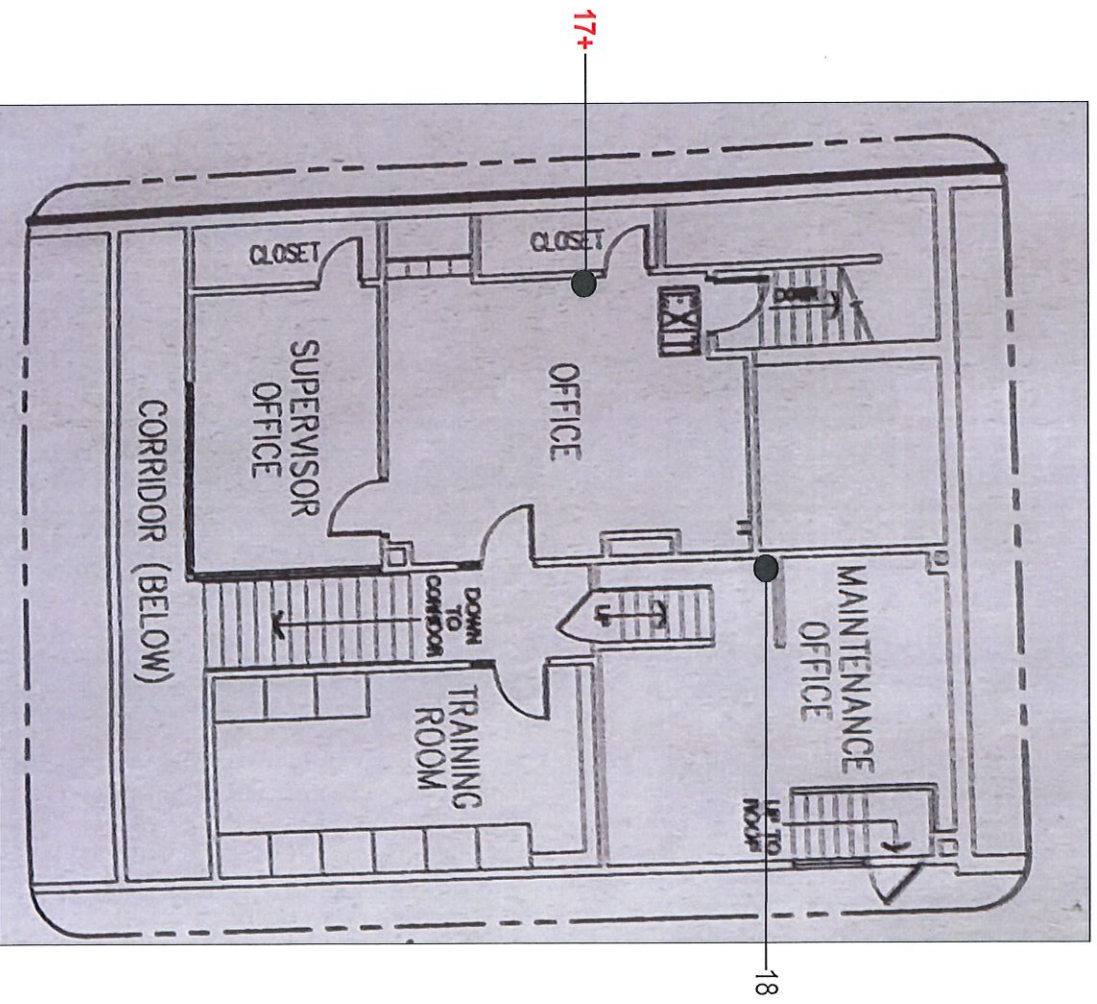
ASBESTOS CONTAINING SAMPLES
DESIGNATED BY "A" and **BOLD**



SAMPLING LOCATION PLAN

CLIENT: SERVPRO OF BROOME COUNTY
LOCATION: ONEIDA COUNTY SOCIAL SERVICES DEPARTMENT
300 W. DOMINICK STREET, ROME, NEW YORK 13440
AREA: MEZZANINE
DATE SAMPLED: JULY 23, 2024

ASBESTOS CONTAINING SAMPLES
DESIGNATED BY "++" and **BOLD**





2011 East Main Street, Rochester, New York 14609
Phone: (585) 654-9080 Fax: (585) 654-9662
www.LozierEnv.com
ELAP #11770

Client: Servpro of Broome County
134 Conklin Avenue
Binghamton, New York 13903

Laboratory No.: 76227
Date Received: 7/22/24
Report Date: 7/22/24
Analysis Date: 7/22/24
Page: 1 of 2

Attn: Justin Sepe

Project Site: 300 West Dominick Street, Rome, New York 13440

Chain of Custody in Following Pages
TEM results EMSL - ELAP No. 12088

SAMPLE INFORMATION

Sample Date: 7/20/24	Location: Interior & Exterior	Analyst: J. Cravotta
Sampler: J. Conners	Type of Sample: Bulk Asbestos	Number of Samples: 18

ASBESTOS BULK LABORATORY REPORT

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers (%)	PLM Total Asbestos (%)	NO T E	C L A S S	PLM Non-Asbestos Fibers (%)	Matrix Material (%)	TEM Results Asbestos (%)
1	76227-1	Office	Brown-Tectum Ceiling Tile	None Detected 0%	0%	*	F	Cellulose 25%	75%	NAD
2	76227-2	Hall Outside Break Room	Brown-Tectum Ceiling Tile	None Detected 0%	0%	*	F	Cellulose 20%	80%	NAD
3	76227-3	Office	White Ceiling Tile	None Detected 0%	0%		F	Fiberglass 20% Mineral Wool 25%	55%	N/A
4	76227-4	Office	White Ceiling Tile	None Detected 0%	0%		F	Fiberglass 18% Mineral Wool 20%	62%	N/A
5	76227-5	Office	Black Felt Paper	Inconclusive None Detected 0%	0%	*	NOB	None Detected 0%	100%	Chrysotile <1%
6	76227-6	Office	Black Felt Paper	Inconclusive None Detected 0%	0%	*	NOB	None Detected 0%	100%	NAD
7A	76227-7A	Office Area SW	White Wall Joint Compound 1st Layer	None Detected 0%	0%		F	None Detected 0%	100%	N/A
7B	76227-7B	Office Area SW	White Wall Drywall 2nd Layer	None Detected 0%	0%		F	None Detected 0%	100%	N/A
8A	76227-8A	Hall Outside Shop Area	Beige Wall Joint Compound 1st Layer	Chrysotile 5.3%	5.3%		F	None Detected 0%	94.7%	N/A
8B	76227-8B	Hall Outside Shop Area	White Wall Drywall 2nd Layer	None Detected 0%	0%		F	None Detected 0%	100%	N/A

Analysis Method: Polarized Light Microscopy (PLM) - Friable Material: EPA 600/M4-82-020(F1), New York State ELAP Item 198.1(F) and New York State ELAP Item 198.6(NOBS)

Analytical results relate only to the sample received and analyzed. This report shall not be reproduced except in full without the written approval of the laboratory.

Material Classification: F = Friable, NF = Non-Friable, F1=EPA 600/M4-82-020, NOB = Non-Friable Organically Bound.

NAD: No Asbestos detected by TEM analysis

N/A: Not applicable; TEM analysis not required

*Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings & similar non-friable organically bound materials (NOB) and ceiling tiles that contain cellulose fibers. Quantitative Transmission Electron Microscopy (TEM) is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Approved By:

J. Cravotta
Technical Director

Analyst: J. Cravotta - NIKON Optiphot 2 PLM (136048)
Analyst: J. Savoie - NIKON Optiphot 2 PLM(139570)



2011 East Main Street, Rochester, New York 14609
Phone: (585) 654-9080 Fax: (585) 654-9662
www.LozierEnv.com
ELAP #11770

Client: Servpro of Broome County
134 Conklin Avenue
Binghamton, New York 13903

Laboratory No.: 76227
Date Received: 7/22/24
Report Date: 7/22/24
Analysis Date: 7/22/24
Page: 2 of 2

Attn: Justin Sepe

Project Site: 300 West Dominick Street, Rome, New York 13440

Chain of Custody in Following Pages
TEM results EMSL - ELAP No. 12088

SAMPLE INFORMATION

Sample Date: 7/20/24	Location: Interior & Exterior	Analyst: J. Cravotta
Sampler: J. Conners	Type of Sample: Bulk Asbestos	Number of Samples: 18

ASBESTOS BULK LABORATORY REPORT

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers (%)	PLM Total Asbestos (%)	NO	CLASS	PLM Non-Asbestos Fibers (%)	Matrix Material (%)	TEM Results Asbestos (%)
9	76227-9	Hall	Tan Base Cove Mastic	Inconclusive None Detected 0%	0%	*	NOB	None Detected 0%	100%	Chrysotile <1%
10	76227-10	Office	Tan Base Cove Mastic	Inconclusive None Detected 0%	0%	*	NOB	None Detected 0%	100%	Chrysotile <1%
11	76227-11	Office	Tan Carpet Mastic	Inconclusive None Detected 0%	0%	*	NOB	None Detected 0%	100%	NAD
12	76227-12	Office	Tan Carpet Mastic	Inconclusive None Detected 0%	0%	*	NOB	None Detected 0%	100%	NAD
13	76227-13	Hall Outside Shop Area	Green 12"x12" Vinyl Floor Tile	Inconclusive None Detected 0%	0%	*	NOB	None Detected 0%	100%	NAD
14	76227-14	Break Room	Green 12"x12" Vinyl Floor Tile	Inconclusive None Detected 0%	0%	*	NOB	None Detected 0%	100%	NAD
15	76227-15	Hall Outside Shop Area	Black Floor Tile Mastic	Inconclusive None Detected 0%	0%	*	NOB	None Detected 0%	100%	NAD
16	76227-16	Break Room	Black Floor Tile Mastic	Inconclusive None Detected 0%	0%	*	NOB	None Detected 0%	100%	NAD

Analysis Method: Polarized Light Microscopy (PLM) - Friable Material: EPA 600/M4-82-020(F1), New York State ELAP Item 198.1(F) and New York State ELAP Item 198.6(NOBS)

Analytical results relate only to the sample received and analyzed. This report shall not be reproduced except in full without the written approval of the laboratory.

Material Classification: F = Friable, NF = Non-Friable, F1=EPA 600/M4-82-020, NOB = Non-Friable Organically Bound.

NAD: No Asbestos detected by TEM analysis

N/A: Not applicable; TEM analysis not required

*Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings & similar non-friable organically bound materials (NOB) and ceiling tiles that contain cellulose fibers. Quantitative Transmission Electron Microscopy (TEM) is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Analyst: J. Cravotta - NIKON Optiphot 2 PLM (136048)
Analyst: J. Savoie - NIKON Optiphot 2 PLM(139570)

Approved By:

J. Cravotta
Technical Director



2011 East Main Street, Rochester, New York 14609
Phone: (585) 654-9080 Fax: (585) 654-9662
www.LozierEnv.com
ELAP #11770

Client: Servpro of Broome County
134 Conklin Avenue
Binghamton, New York 13903

Laboratory No.: 76253
Date Received: 7/23/24
Report Date: 7/24/24
Analysis Date: 7/23/24

Attn: Justin Sepe

Page: 1 of 1

Chain of Custody in Following Pages

Project Site: 300 W Dominick Street, Rome, New York 13440

SAMPLE INFORMATION

Sample Date: 7/23/24	Location: Interior	Analyst: J. Cravotta
Sampler: J. Conners / M. Waller	Type of Sample: Bulk Asbestos	Number of Samples: 7

ASBESTOS BULK LABORATORY REPORT

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers (%)	PLM Total Asbestos (%)	N O T E	C L A S S	PLM Non-Asbestos Fibers (%)	Matrix Material (%)	TEM Results Asbestos (%)
17	76253-17	M101	Beige Wall Joint Compound	Chrysotile 5.7%	5.7%		F	None Detected 0%	94.3%	N/A
18	76253-18	3rd Floor - Mezzanine	Beige Wall Joint Compound	None Detected 0%	0%		F	None Detected 0%	100%	N/A
19	76253-19	Hall By Mezzanine Stairs	Beige Wall Joint Compound	Chrysotile 5.8%	5.8%		F	None Detected 0%	94.2%	N/A
20	76253-20	Hall Cafeteria Side	White Wall Joint Compound	None Detected 0%	0%		F	None Detected 0%	100%	N/A
21	76253-21	Cubicle Room	Beige Wall Joint Compound	Chrysotile 5.6%	5.6%		F	None Detected 0%	94.4%	N/A
22	76253-22	Cubicle Room	White Wall Joint Compound	None Detected 0%	0%		F	None Detected 0%	100%	N/A
23	76253-23	Cafeteria	White Wall Joint Compound	None Detected 0%	0%		F	None Detected 0%	100%	N/A

Analysis Method: Polarized Light Microscopy (PLM) - Friable Material: EPA 600/M4-82-020(F1), New York State ELAP Item 198.1(F) and New York State ELAP Item 198.6(NOBS)

Analytical results relate only to the sample received and analyzed. This report shall not be reproduced except in full without the written approval of the laboratory.

Material Classification: F = Friable, NF = Non-Friable, F1=EPA 600/M4-82-020, NOB = Non-Friable Organically Bound.

NAD: No Asbestos detected by TEM analysis

N/A: Not applicable; TEM analysis not required

Approved By:

J. Cravotta
Technical Director

Analyst: J. Cravotta - NIKON Optiphot 2 PLM (136048)
Analyst: J. Savoie - NIKON Optiphot 2 PLM(139570)



J. Cravotta
Technical Director



EMSL Analytical, Inc.

2975 Brighton Henrietta Town Line Rd ,100 Ste 130 Rochest

Tel/Fax: (585) 957-9436 / (585) 957-9437

http://www.EMSL.com / rochesterlab@EMSL.com

EMSL Order: 532401406

Customer ID: LOZI77

Customer PO:

Project ID:

Attention: Support
Lozier Environmental Consulting Inc.
2011 East Main Street
Rochester, NY 14609

Phone: (585) 654-9080
Fax: (585) 654-9662
Received Date: 07/22/2024 01:36 PM
Analysis Date: 07/22/2024
Collected Date:

Project: Servpro of Broome County / 300 W. Domick St., Rome, NY

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
76227-1 532401406-0001		Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.						
76227-2 532401406-0002		Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.						
76227-5 532401406-0003		Non-Fibrous Homogeneous	100% Other	None	<1% Chrysotile	<1%
Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.						
76227-6 532401406-0004		Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.						
76227-9 532401406-0005		Non-Fibrous Homogeneous	100% Other	None	<1% Chrysotile	<1%
Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.						
76227-10 532401406-0006		Non-Fibrous Homogeneous	100% Other	None	<1% Chrysotile	<1%
Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.						
76227-11 532401406-0007		Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.						
76227-12 532401406-0008		Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.						
76227-13 532401406-0009		Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.						

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, 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. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. Inconclusive is defined as none detected or trace asbestos at 1% or less. EMSL recommends that samples reported as none detected or <1% undergo additional analysis via PLM to avoid the possibility of false negatives. Samples analyzed by EMSL Analytical, Inc. Rochester, NY NYS ELAP 12088

Initial report from: 07/22/2024 04:19 PM

Printed: 07/22/2024 04:20 PM

ASB_TERMYN09_0015_0001

Page 1 of 2



EMSL Analytical, Inc.

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http://www.EMSL.com / rochesterlab@EMSL.com

EMSL Order: 532401406

Customer ID: LOZI77

Customer PO:

Project ID:

Attention: Support

Lozier Environmental Consulting Inc.

2011 East Main Street

Rochester, NY 14609

Phone: (585) 654-9080

Fax: (585) 654-9662

Received Date: 07/22/2024 01:36 PM

Analysis Date: 07/22/2024

Collected Date:

Project: Servpro of Broome County / 300 W. Domick St., Rome, NY

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
76227-14 532401406-0010		Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.						
76227-15 532401406-0011		Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.						
76227-16 532401406-0012		Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.						

Analyst(s)

Peter Donato (12)

Peter Donato, Laboratory Manager
or other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, 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. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. Inconclusive is defined as none detected or trace asbestos at 1% or less. EMSL recommends that samples reported as none detected or <1% undergo additional analysis via PLM to avoid the possibility of false negatives. Samples analyzed by EMSL Analytical, Inc. Rochester, NY NYS ELAP 12088

Initial report from: 07/22/2024 04:19 PM

Printed: 07/22/2024 04:20 PM

ASB_TEMNYNQB_0019_0001

Page 2 of 2



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Phone (585)-654-9080 Fax (585)-654-9662 www.LozierEnv.com
ELAP Accredited No. 11770

PLM ASBESTOS BULK MATERIAL SAMPLES

Page 1 of 2

Client: Servpro of Broome County

Sample Date: 7/20/2024 Lab No.: 76227 Contacted Client

Address: 134 Conklin Ave, Binghamton, NY 13903

Turn Around: Emerg Immed: 24 Hr. 48 Hr. 3 Day 5 Day
Location: 300 W. Dornick St. Dornick
TEM: Yes No T/R

Contact: Justin Sepe

Rome, NY 13440

Phone # Fax # Samples: 18 Sampled By: J. Conners

Client ID	Lab ID	Room/Area Location	Color/Description	Material Type	Stop Positive	Layer No.	F - NF NOB	+	TEM
1	76227-1	Office	Brown-tectum	Ceiling Tile			F	-	✓
2	-2	Hall Outside Break Room	Brown-tectum	Ceiling Tile			F	-	✓
3	-3	Office	White	Ceiling Tile			F	-	
4	-4	Office	White	Ceiling Tile			F	-	
5	-5	Office	Black	Felt Paper			NOB	-	✓
6	-6	Office	Black	Felt Paper			NOB	-	✓
7A	-7A	Office Area SW	White	Wall Joint Compound		1	F	-	
7B	-7B	Office Area SW	White	Wall Drywall		2	F	-	
8A	-8A	Hall Outside Shop Area	BEIGE White	Wall Joint Compound		1	F	+	
8B	-8B	Hall Outside Shop Area	White	Wall Drywall		2	F	-	

TRANSPORTED TO: LOZIER ENVIRONMENTAL CONSULTING, INC.

Relinquished By:

RECEIVED BY:

DATE: 7/22/24 TIME: 6735

DATE:

TIME:



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Phone (585)-654-9080 Fax (585)-654-9662 www.LozierEnv.com
ELAP Accredited No. 11770

PLM ASBESTOS BULK MATERIAL SAMPLES

Client: Servpro of Broome County Sample Date: 7/20/2024 Lab No.: 76227 Contacted Client: _____

Address: 134 Conklin Ave, Binghamton, NY 13903 Turn Around: Emerg. Immed. 24 Hr. 48 Hr. 3 Day 5 Day

Location: 300 W. Dornick St. TEM: Yes No T/R

Contact: Justin Sepe Rome, NY 13440

Phone # Fax # Samples: 18 Sampled By: J. Connors

Client ID	Lab ID	Room/Area Location	Color/Description	Material Type	Stop Positive	Layer No.	F - NF NOB	+	TEM
9	76227-9	Hall	Tan	Base Cove Mastic			N0B	-	✓
10	76227-10	Office	Tan	Base Cove Mastic			N0B	-	✓
11	76227-11	Office	Tan	Carpet Mastic			N0B	-	✓
12	76227-12	Office	Tan	Carpet Mastic			N0B	-	✓
13	76227-13	Hall Outside Shop Area	Green	12x12 Vinyl Floor tile			N0B	-	✓
14	76227-14	Break Room	Green	12x12 Vinyl Floor tile			N0B	-	✓
15	76227-15	Hall Outside Shop Area	Black	Floor Tile Mastic			N0B	-	✓
16	76227-16	Break Room	Black	Floor Tile Mastic			N0B	-	✓

TRANSPORTED TO: LOZIER ENVIRONMENTAL CONSULTING, INC. Relinquished By: _____

RECEIVED BY: _____ DATE: 7/22/24 TIME: 8:35

DATE: 7/22/24 TIME: 8:20



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ELAP Accredited No. 11770

PLM ASBESTOS BULK MATERIAL SAMPLES

Page 1 of 1

Client:	Servpro of Broome County	Sample Date:	7/23/2024	Lab No.:	76253	Contacted Client			
Address:	134 Conklin Ave, Binghamton, NY 13903	Turn Around:	Emerg. (Immed) 24 Hr. 48 Hr. 3 Day 5 Day	Location:	300 W. Dornick St. Rome, NY 13440	TEM:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> T/R		
Contact:	Justin Sepe	Samples:	7	Sampled By:	J. Connors / M. Waller				
Phone #		Fax #							
Client ID	Lab ID	Room/Area Location	Color/Description	Material Type	Stop Positive	Layer No.	F - NF NOB	+	TEM
17	76253-17	M101	Beige	Wall Joint Compound			F	+	
18	-18	3rd Floor- Mezzanine	Beige	Wall Joint Compound			F	-	
19	-19	Hall By Mezzanine Stairs	Beige	Wall Joint Compound			F	+	
20	-20	Hall Cafeteria Side	White	Wall Joint Compound			F	-	
21	-21	Cubicle Room	Beige White	Wall Joint Compound			F	+	
22	-22	Cubicle Room	White	Wall Joint Compound			F	-	
23	-23	Cafeteria	White	Wall Joint Compound			F	-	

TRANSPORTED TO: LOZIER ENVIRONMENTAL CONSULTING, INC. Relinquished By:

RECEIVED BY: DATE: 7/23/24 TIME: 1300

DATE: 7/23/24 TIME: 1245

BIOMATERIALS

[illegible]



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Phone: (585) 654-9080 Fax: (585) 654-9662
www.LozierEnv.com
ELAP #11770

Client: Servpro of Broome County
134 Conklin Avenue
Binghamton, New York 13903

Attn: Justin Sepe

Project Site: 300 West Dominick Street Rome, NY 13440

Laboratory No.: 76549
Date Received: 8/13/24
Report Date: 8/15/24
Analysis Date: 8/14/24
Page: 1 of 3

Chain of Custody in Following Pages
TEM results EMSL - ELAP No. 12088

SAMPLE INFORMATION

Sample Date: 8/13/24	Location: Interior	Analyst: J. Cravotta
Sampler: K. Updyke	Type of Sample: Bulk Asbestos	Number of Samples: 25

ASBESTOS BULK LABORATORY REPORT

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers (%)	PLM Total Asbestos (%)	NOTE	CLASS	PLM Non-Asbestos Fibers (%)	Matrix Material (%)	TEM Results Asbestos (%)
25A	76549-25A	B04	Red 12"x12" Floor Tile 1st Layer	Inconclusive None Detected 0%	0%	*	NOB	None Detected 0%	100%	NAD
25B	76549-25B	B04	Yellow Floor Tile Mastic 2nd Layer	Inconclusive None Detected 0%	0%	*	NOB	None Detected 0%	100%	NAD
26A	76549-26A	B04	Red 12"x12" Floor Tile 1st Layer	Inconclusive None Detected 0%	0%	*	NOB	None Detected 0%	100%	NAD
26B	76549-26B	B04	Yellow Floor Tile Mastic 2nd Layer	Inconclusive None Detected 0%	0%	*	NOB	None Detected 0%	100%	NAD
27	76549-27	B02	Tan Base Cove Mastic	Inconclusive None Detected 0%	0%	*	NOB	None Detected 0%	100%	NAD
28	76549-28	B02	Tan Base Cove Mastic	Inconclusive None Detected 0%	0%	*	NOB	None Detected 0%	100%	NAD
29A	76549-29A	B02	White 12"x12" Floor Tile 1st Layer	Inconclusive None Detected 0%	0%	*	NOB	None Detected 0%	100%	NAD
29B	76549-29B	B02	Yellow Floor Tile Mastic 2nd Layer	Inconclusive None Detected 0%	0%	*	NOB	None Detected 0%	100%	NAD
30A	76549-30A	B01	White 12"x12" Floor Tile 1st Layer	Inconclusive None Detected 0%	0%	*	NOB	None Detected 0%	100%	NAD
30B	76549-30B	B01	Yellow Floor Tile Mastic 2nd Layer	Inconclusive None Detected 0%	0%	*	NOB	None Detected 0%	100%	NAD

Analysis Method: Polarized Light Microscopy (PLM) - Friable Material: EPA 600/M4-82-020(F1), New York State ELAP Item 198.1(F) and New York State ELAP Item 198.6(NOBS)

Analytical results relate only to the sample received and analyzed. This report shall not be reproduced except in full without the written approval of the laboratory.

Material Classification: F = Friable, NF = Non-Friable, F1=EPA 600/M4-82-020, NOB = Non-Friable Organically Bound.

NAD: No Asbestos detected by TEM analysis

N/A: Not applicable; TEM analysis not required

*Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings & similar non-friable organically bound materials (NOB) and ceiling tiles that contain cellulose fibers. Quantitative Transmission Electron Microscopy (TEM) is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Analyst: J. Cravotta - Meiji PLM (MT9920)
Analyst: J. Savoie - NIKON Optiphot 2 PLM(139570)

Approved By:

J. Cravotta
Technical Director



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ELAP #11770

Client: Servpro of Broome County
134 Conklin Avenue
Binghamton, New York 13903

Attn: Justin Sepe

Project Site: 300 West Dominick Street Rome, NY 13440

Laboratory No.: 76549
Date Received: 8/13/24
Report Date: 8/15/24
Analysis Date: 8/14/24
Page: 2 of 3

Chain of Custody in Following Pages
TEM results EMSL - ELAP No. 12088

SAMPLE INFORMATION

Sample Date: 8/13/24	Location: Interior	Analyst: J. Cravotta
Sampler: K. Updyke	Type of Sample: Bulk Asbestos	Number of Samples: 25

ASBESTOS BULK LABORATORY REPORT

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers (%)	PLM Total Asbestos (%)	NOTE	CLASS	PLM Non-Asbestos Fibers (%)	Matrix Material (%)	TEM Results Asbestos (%)
31	76549-31	B01	White Mudded Joint Packing	None Detected 0%	0%		F	Fiberglass 10% Mineral Wool 35%	55%	N/A
32	76549-32	B05	White Mudded Joint Packing	None Detected 0%	0%		F	Fiberglass 20% Mineral Wool 25%	55%	N/A
33	76549-33	B06	White Mudded Joint Packing	None Detected 0%	0%		F	Fiberglass 25% Mineral Wool 30%	45%	N/A
34	76549-34	DSS	Beige Wall Joint Compound	Chrysotile 5.3%	5.3%		F	None Detected 0%	94.7%	N/A
35	76549-35	DSS	White Wall Joint Compound	Chrysotile 6.1%	6.1%		F	None Detected 0%	93.9%	N/A
36	76549-36	Office 103 Exterior Wall	Beige Wall Joint Compound	Chrysotile 6.1%	6.1%		F	None Detected 0%	93.9%	N/A
37	76549-37	Office 105 Interior Wall	White Wall Joint Compound	None Detected 0%	0%		F	None Detected 0%	100%	N/A
38	76549-38	Office 109 Exterior Wall	Beige Wall Joint Compound	Chrysotile 6.3%	6.3%		F	None Detected 0%	93.7%	N/A
39	76549-39	Office 111 Interior Wall	White Wall Joint Compound	None Detected 0%	0%		F	None Detected 0%	100%	N/A
40	76549-40	Supervisor Office 103 Exterior Wall	Beige Wall Joint Compound	Chrysotile 4.9%	4.9%		F	None Detected 0%	95.1%	N/A

Analysis Method: Polarized Light Microscopy (PLM) - Friable Material: EPA 600/M4-82-020(F1), New York State ELAP Item 198.1(F) and New York State ELAP Item 198.6(NOB)

Analytical results relate only to the sample received and analyzed. This report shall not be reproduced except in full without the written approval of the laboratory.

Material Classification: F = Friable, NF = Non-Friable, F1=EPA 600/M4-82-020, NOB = Non-Friable Organically Bound.

NAD: No Asbestos detected by TEM analysis

N/A: Not applicable; TEM analysis not required

*Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings & similar non-friable organically bound materials (NOB) and ceiling tiles that contain cellulose fibers. Quantitative Transmission Electron Microscopy (TEM) is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Analyst: J. Cravotta - Meiji PLM (MT9920)
Analyst: J. Savoie - NIKON Optiphot 2 PLM(139570)

Approved By:

J. Cravotta
Technical Director



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ELAP #11770

Client: Servpro of Broome County
134 Conklin Avenue
Binghamton, New York 13903

Attn: Justin Sepe

Project Site: 300 West Dominick Street Rome, NY 13440

Laboratory No.: 76549
Date Received: 8/13/24
Report Date: 8/15/24
Analysis Date: 8/14/24
Page: 3 of 3

Chain of Custody in Following Pages
TEM results EMSL - ELAP No. 12088

SAMPLE INFORMATION

Sample Date: 8/13/24	Location: Interior	Analyst: J. Cravotta
Sampler: K. Updyke	Type of Sample: Bulk Asbestos	Number of Samples: 25

ASBESTOS BULK LABORATORY REPORT

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers (%)	PLM Total Asbestos (%)	NOTE	CLASS	PLM Non-Asbestos Fibers (%)	Matrix Material (%)	TEM Results Asbestos (%)
41	76549-41	Supervisor Office 103 Interior Wall	White Wall Joint Compound	None Detected 0%	0%		F	None Detected 0%	100%	N/A
42	76549-42	Air Handling Unit Room 1	Beige Wall Joint Compound	Chrysotile 6.2%	6.2%		F	None Detected 0%	93.8%	N/A
43	76549-43	Air Handling Unit Room 1	Beige Wall Joint Compound	Chrysotile 8.3%	8.3%		F	None Detected 0%	91.7%	N/A
44	76549-44	Air Handling Unit Room 1	Beige Ceiling Joint Compound	Chrysotile 6.0%	6.0%		F	None Detected 0%	94.0%	N/A
45	76549-45	Air Handling Unit Room 1	Beige Ceiling Joint Compound	Chrysotile 6.2%	6.2%		F	None Detected 0%	93.8%	N/A

Analysis Method: Polarized Light Microscopy (PLM) - Friable Material: EPA 600/M4-82-020(F1), New York State ELAP Item 198.1(F) and New York State ELAP Item 198.6(NOB)

Analytical results relate only to the sample received and analyzed. This report shall not be reproduced except in full without the written approval of the laboratory.

Material Classification: F = Friable, NF = Non-Friable, F1=EPA 600/M4-82-020, NOB = Non-Friable Organically Bound.

NAD: No Asbestos detected by TEM analysis

N/A: Not applicable; TEM analysis not required

*Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings & similar non-friable organically bound materials (NOB) and ceiling tiles that contain cellulose fibers. Quantitative Transmission Electron Microscopy (TEM) is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Analyst: J. Cravotta - Meiji PLM (MT9920)
Analyst: J. Savoie - NIKON Optiphot 2 PLM(139570)

Approved By:

J. Cravotta
Technical Director



EMSL Analytical, Inc.

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Tel/Fax: (585) 957-9436 / (585) 957-9437

<http://www.EMSL.com> / rochesterlab@EMSL.com

EMSL Order: 532401580

Customer ID: LOZI77

Customer PO:

Project ID:

Attention: Support

Lozier Environmental Consulting Inc.

2011 East Main Street

Rochester, NY 14609

Phone: (585) 654-9080

Fax: (585) 654-9662

Received Date: 08/14/2024 10:56 AM

Analysis Date: 08/14/2024

Collected Date:

Project: Servpro of Broome County / 300 West Dominick St., Rome, NY

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
76549-25A 532401580-0001		Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.						
76549-25B 532401580-0002		Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.						
76549-26A 532401580-0003		Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.						
76549-26B 532401580-0004		Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.						
76549-27 532401580-0005		Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.						
76549-28 532401580-0006		Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.						
76549-29A 532401580-0007		Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.						
76549-29B 532401580-0008		Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.						
76549-30A 532401580-0009		Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.						

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Initial report from: 08/14/2024 04:57 PM



EMSL Analytical, Inc.

2975 Brighton Henrietta Town Line Rd ,100 Ste 130 Rochest

Tel/Fax: (585) 957-9436 / (585) 957-9437

<http://www.EMSL.com> / rochesterlab@EMSL.com

EMSL Order: 532401580

Customer ID: LOZI77

Customer PO:

Project ID:

Attention: Support

Lozier Environmental Consulting Inc.

2011 East Main Street

Rochester, NY 14609

Phone: (585) 654-9080

Fax: (585) 654-9662

Received Date: 08/14/2024 10:56 AM

Analysis Date: 08/14/2024

Collected Date:

Project: Servpro of Broome County / 300 West Dominick St., Rome, NY

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
76549-30B 532401580-0010		Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected

Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.

Analyst(s)

Peter Donato (10)

Peter Donato, Laboratory Manager
or other Approved Signatory

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Initial report from: 08/14/2024 04:57 PM

Printed: 08/14/2024 04:57 PM

ASB_TEMNYNOB_0015_0001

Page 2 of 2



EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

532401580

EMSL ANALYTICAL, INC.
200 ROUTE 130
CINNAMINSON, NJ 08077
PHONE: (856) 858-4800
FAX: (856) 858-4960

Company : Lozier Environmental Consulting, Inc.		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments**	
Street: 2011 E. Main St.		Third Party Billing requires written authorization from third party	
City: Rochester	State/Province: NY	Zip/Postal Code: 14609	Country: US
Report To (Name): Amy Pusateri		Fax #: 585-654-9662	
Telephone #: 585-654-9080		Email Address: support@lozierenv.com	
Project Name/Number: Servpro of Broome County / 300 West Dominick St, Rome NY			
Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email Purchase Order: N/A U.S. State Samples Taken: NY			
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hours <input type="checkbox"/> 6 Hours <input checked="" type="checkbox"/> 24 Hrs <input type="checkbox"/> 48 Hrs <input type="checkbox"/> 3 Days <input type="checkbox"/> 4 Days <input type="checkbox"/> 5 Days <input type="checkbox"/> 10 Days			
*For TEM Air 3 hours/6 hours, 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.			
PCM - Air <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA		TEM - Air <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312	
PLM - Bulk (reporting limit) <input type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NIOSH 9002 (<1%)		TEM - Bulk <input type="checkbox"/> TEM EPA NOB <input checked="" type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 TEM - Water: EPA 100.2 Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	
		TEM - Dust <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167) Soil/Rock/Vermiculite <input type="checkbox"/> PLM CARB 435 - A (0.25% sensitivity) <input type="checkbox"/> PLM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - C (0.01% sensitivity) <input type="checkbox"/> EPA Protocol (Semi-Quantitative) <input type="checkbox"/> EPA Protocol (Quantitative) Other: <input type="checkbox"/>	
<input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group			
Samplers Name:		Samplers Signature:	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
76549	** See Attached **		
Client Sample # (s): 76549	-	Total # of Samples:	10
Relinquished (Client):	Date: 8/14/24	Time: 11:00	
Received (Lab):	Date:	Time:	
Comments/Special Instructions:			



Lozier
Environmental Consulting, Inc.

2011 East Main Street, Rochester, New York, 14609

Phone (585)-654-9080 Fax (585)654-9662 www.LozierEnv.com

ELAP Accredited No. 11770

PLM ASBESTOS BULK MATERIAL SAMPLES

Page 1 of 3

Client: **servpro broome county**

Sample Date: **8/13/2024**

Lab No.: **76544**

Contacted Client

Address: **134 Conklin ave**

TAT(All Results): **Ammed 24H 48H 3Day 5Day 7Day**

Left Message

Binghamton, NY 13903

Location: **300 west Dominick st**

TEM: **Yes** No TEM's Sent On:

Contact:

Rome NY 13440

Phone #

Email:

No. Samples:

25 Sampled By: **K. Updyke**

Client ID	Lab ID	Room/Area Location	Color/Description	Material Type	Stop Positive	Layer NO.	F - NF NOB	+	TEM
25a	76544-25A	B04	red 12x12	floor tile		1	N03	-	✓
25b	-25B	B04	yellow	floor tile mastic		2	N03	-	✓
26a	-26A	B04	red 12x12	floor tile		1	N03	-	✓
26b	-26B	B04	yellow	floor tile mastic		2	N03	-	✓
27	-27	B02	tan	base cove mastic			N03	-	✓
28	-28	B02	tan	base cove mastic			N03	-	✓
29a	-29A	B02	white 12x12	floor tile		1	N03	-	✓
29b	-29B	B02	yellow	floor tile mastic		2	N03	-	✓
30a	-30A	B01	white 12x12	floor tile		1	N03	-	✓
30b	-30B	B01	yellow	floor tile mastic		2	N03	-	✓

TRANSPORTED TO: **LOZIER ENVIRONMENTAL CONSULTING, INC.**

Relinquished By: **[Signature]**

RECEIVED BY: **[Signature]**

DATE: **8-13-24**

TIME: **1415**

DATE: **8/13/24**

TIME: **1430**

Legend: TAT=Turnaround Time



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ELAP Accredited No. 11770

PLM ASBESTOS BULK MATERIAL SAMPLES

Page 2 of 3

Client: servpro broome county

Sample Date: 8/13/2024

Lab No.: 76544

Contacted Client

Address: 134 Conklin ave

TAT(All Results): (Immed 24H 48H 3Day 5Day 7Day

Left Message

Binghamton, NY 13903

Location: 300 west Dominick st

TEM: Yes No TEM's Sent On:

Contact:

Rome NY 13440

Phone #

Email:

No. Samples:

25 Sampled By: K. Updyke

Client ID	Lab ID	Room/Area Location	Color/Description	Material Type	Stop Positive	Layer No.	F - NF NOB	+	TEM
31	76544-31	B01	white	mudded joint packing			F	-	
32	-32	B05	white	mudded joint packing			F	-	
33	-33	B06	white	mudded joint packing			F	-	
34	-34	DSS	beige	wall joint compound			F	+	
35	-35	DSS	white	wall joint compound			F	+	
36	-36	office 103 exterior wall	beige	wall joint compound			F	+	
37	-37	office 105 interior wall	white	wall joint compound			F	+	
38	-38	office 109 exterior wall	beige	wall joint compound			F	+	
39	-39	office 111 interior wall	white	wall joint compound			F	+	
40	-40	supervisor office 103 exterior wall	beige	wall joint compound			F	+	

TRANSPORTED TO: LOZIER ENVIRONMENTAL CONSULTING, INC.

Relinquished By:

RECEIVED BY: [Signature]

DATE: 8-13-14

TIME: 1415

DATE: 8/13/24

TIME: 1430

Legend: TAT=Turnaround Time



2011 East Main Street, Rochester, New York 14609
Phone: (585) 654-9080 Fax: (585) 654-9662
www.LozierEnv.com
ELAP #11770

Client: Servpro Broome County
134 Conklin Avenue
Binghamton, New York 13903

Laboratory No.: 76647
Date Received: 8/22/24
Report Date: 8/26/24
Analysis Date: 8/23/24

Attn: Justin Sepe

Page: 1 of 1

Project Site: 300 West Dominick Street, Rome, New York 13440

Chain of Custody in Following Pages
TEM results EMSL - ELAP No. 12088

SAMPLE INFORMATION

Sample Date: 8/22/24	Location: Interior	Analyst: J. Cravotta
Sampler: M. Waller	Type of Sample: Bulk Asbestos	Number of Samples: 4

ASBESTOS BULK LABORATORY REPORT

Client ID	Lab ID	Sampling Location	Description	PLM Asbestos Fibers (%)	PLM Total Asbestos (%)	NO	CLASS	PLM Non-Asbestos Fibers (%)	Matrix Material (%)	TEM Results Asbestos (%)
46	76647-46	Office	Green 12"x12" Floor Tile	Inconclusive None Detected 0%	0%	*	NOB	None Detected 0%	100%	NAD
47	76647-47	Office	Green 12"x12" Floor Tile	Inconclusive None Detected 0%	0%	*	NOB	None Detected 0%	100%	NAD
48	76647-48	Office	Tan Wall Insulation Mastic	Chrysotile 7.6%	7.6%		NOB	None Detected 0%	92.4%	N/A
49	76647-49	Office	Tan Wall Insulation Mastic	Chrysotile 6.4%	6.4%		NOB	None Detected 0%	93.6%	N/A

Analysis Method: Polarized Light Microscopy (PLM) - Friable Material: EPA 600/M4-82-020(F1), New York State ELAP Item 198.1(F) and New York State ELAP Item 198.6(NOBS)

Analytical results relate only to the sample received and analyzed. This report shall not be reproduced except in full without the written approval of the laboratory.

Material Classification: F = Friable, NF = Non-Friable, F1=EPA 600/M4-82-020, NOB = Non-Friable Organically Bound.

NAD: No Asbestos detected by TEM analysis

N/A: Not applicable; TEM analysis not required

*Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings & similar non-friable organically bound materials (NOB) and ceiling tiles that contain cellulose fibers. Quantitative Transmission Electron Microscopy (TEM) is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Analyst: J. Cravotta - NIKON Optiphot 2 PLM (136048)
Analyst: J. Savoie - NIKON Optiphot 2 PLM(139570)

Approved By:

J. Cravotta
Technical Director



EMSL Analytical, Inc.

2975 Brighton Henrietta Town Line Rd ,100 Ste 130 Rochest

Tel/Fax: (585) 957-9436 / (585) 957-9437

http://www.EMSL.com / rochesterlab@EMSL.com

EMSL Order: 532401660

Customer ID: LOZI77

Customer PO:

Project ID:

Attention: Support

Lozier Environmental Consulting Inc.

2011 East Main Street

Rochester, NY 14609

Phone: (585) 654-9080

Fax: (585) 654-9662

Received Date: 08/26/2024 08:18 AM

Analysis Date: 08/26/2024

Collected Date:

Project: Servpro of Broome County / 300 W. Dominick St., Rome NY

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
76647-46 532401660-0001		Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected
Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.						
76647-47 532401660-0002		Non-Fibrous Homogeneous	100% Other	None	No Asbestos Detected	None Detected

Residues from gravimetric reduction preparation were submitted for analysis. Final results are based on gravimetric data provided by client.

Analyst(s)

Peter Donato (2)

Peter Donato, Laboratory Manager
or other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, 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. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. Inconclusive is defined as none detected or trace asbestos at 1% or less. EMSL recommends that samples reported as none detected or <1% undergo additional analysis via PLM to avoid the possibility of false negatives. Samples analyzed by EMSL Analytical, Inc. Rochester, NY NYS ELAP 12088

Initial report from: 08/26/2024 01:25 PM

EMSL ANALYTICAL, INC.
LABORATORY/PRODUCTS/TRAINING**Asbestos Chain of Custody****EMSL Order Number (Lab Use Only):**

532401660

EMSL ANALYTICAL, INC.
200 ROUTE 130
CINNAMINSON, NJ 08077
PHONE: (856) 858-4800
FAX: (856) 858-4960

Company : Lozier Environmental Consulting, Inc.		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different <small>If Bill to is Different note instructions in Comments**</small>	
Street: 2011 E. Main St.		<i>Third Party Billing requires written authorization from third party</i>	
City: Rochester	State/Province: NY	Zip/Postal Code: 14609	Country: US
Report To (Name): Amy Pusateri		Fax #: 585-654-9662	
Telephone #: 585-654-9080		Email Address: support@lozierenv.com	
Project Name/Number: Servpro of Broome County / 300 W. Dominick St., Rome NY			
Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email		Purchase Order: N/A	U.S. State Samples Taken: NY
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hours <input type="checkbox"/> 6 Hours <input checked="" type="checkbox"/> 24 Hrs <input type="checkbox"/> 48 Hrs <input type="checkbox"/> 3 Days <input type="checkbox"/> 4 Days <input type="checkbox"/> 5 Days <input type="checkbox"/> 10 Days			
<small>*For TEM Air 3 hours/6 hours, 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.</small>			
PCM - Air <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA PLM - Bulk (reporting limit) <input type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NIOSH 9002 (<1%)		TEM - Air <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312 TEM - Bulk <input type="checkbox"/> TEM EPA NOB <input checked="" type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 TEM - Water: EPA 100.2 Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	
		TEM-Dust <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167) Soil/Rock/Vermiculite <input type="checkbox"/> PLM CARB 435 - A (0.25% sensitivity) <input type="checkbox"/> PLM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - C (0.01% sensitivity) <input type="checkbox"/> EPA Protocol (Semi-Quantitative) <input type="checkbox"/> EPA Protocol (Quantitative) Other: <input type="checkbox"/>	
<input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group			
Samplers Name:		Samplers Signature:	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
76647	** See Attached **		
Client Sample # (s): 76647		Total # of Samples: 2	
Relinquished (Client): <i>[Signature]</i>		Date: 8/23/2024	Time: 12:00
Received (Lab):		Date:	Time:
Comments/Special Instructions: Please analyze as soon as possible, Thank you			


BY: *[Signature]* 8/23/2024

[illegible]



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WE ARE YOUR DOL

 **Department of Labor**

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG 12, ALBANY, NY 12226

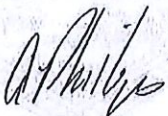
ASBESTOS HANDLING LICENSE

Lozier Environmental Consulting, Inc.
2011 East Main Street, Rochester, NY, 14609

License Number: 29997
License Class: RESTRICTED
Date of Issue: 07/28/2023
Expiration Date: 08/31/2024
Duly Authorized Representative: Amy Pusateri

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

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


Amy Phillips, Director
For the Commissioner of Labor

SH 432 (12/21)

Lozier Environmental NYS DOL Asbestos License



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www.LozierEnv.com

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2025
Issued April 01, 2024
Revised April 02, 2024

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

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

MS. VICTORIA R. KAPTEIN
LOZIER ENVIRONMENTAL CONSULTING, INC
2011 EAST MAIN STREET
ROCHESTER, NY 14609

NY Lab Id No: 11770

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

Miscellaneous

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

Serial No.: 69235

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at <https://apps.health.ny.gov/pubdoh/applicants/vc/elappublicweb/>, by phone (518) 485-6570 or by email to elap@health.ny.gov.

Page 1 of 1

Lozier Environmental Analyses Solid and Hazardous Waste



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NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2025
Issued April 01, 2024

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

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

MR. J PETER DONATO
EMSL ANALYTICAL, INC.
2975 BRIGHTON HENRIETTA TOWN LINE RD, BLDG. 100,
SUITE 130
ROCHESTER, NY 14623

NY Lab Id No: 12088

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

Miscellaneous

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

Serial No.: 69133

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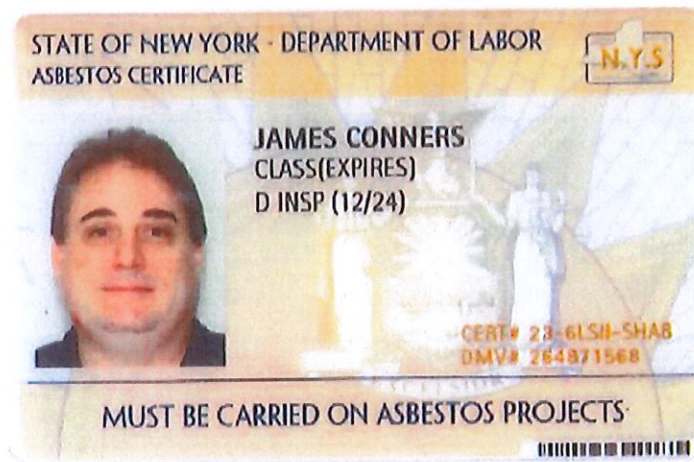
Page 1 of 1

EMSL Analytical Environmental Analyses Solid and Hazardous Waste



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STATE OF NEW YORK DEPARTMENT OF LABOR ASBESTOS CERTIFICATE



The following letters denote the corresponding license classification found on the technician's license:

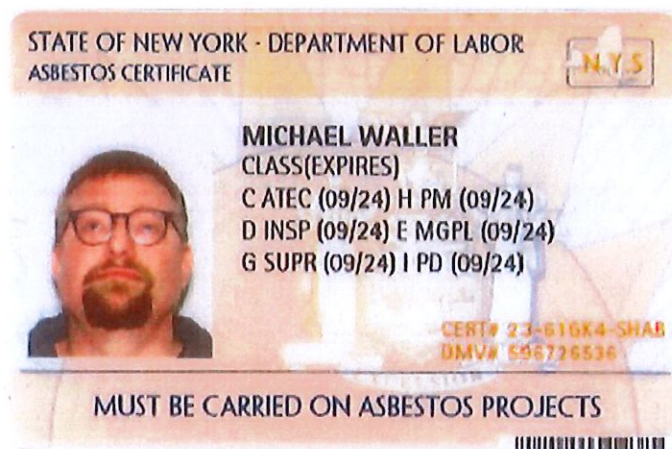
A - Handler	D - Inspector	G - Supervisor
B - Allied Trades	E - Management Planner	H - Project Monitor
C - Air Sampling Technician	F - Operations & Maintenance	I - Project Designer

James Connors



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STATE OF NEW YORK DEPARTMENT OF LABOR ASBESTOS CERTIFICATE

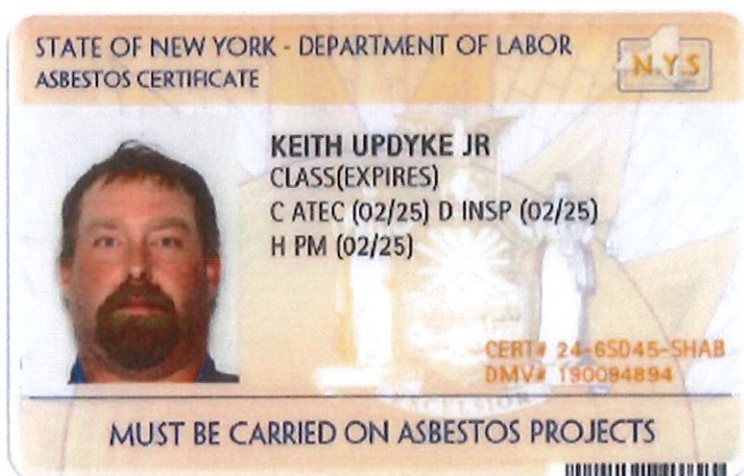


The following letters denote the corresponding license classification found on the technician's license:

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

Michael Waller

STATE OF NEW YORK DEPARTMENT OF LABOR ASBESTOS CERTIFICATE



The following letters denote the corresponding license classification found on the technician's license:

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

Keith Updyke