

**MINIMUM SPECIFICATIONS FOR  
DEMOLITION AND REMOVAL OF A TWO STORY STRUCTURE ON A  
RESIDENTIAL LOT WITHIN CITY OF OLEAN**

**405 Fourth Street S.**

**FOR**

**CITY OF OLEAN  
101 East State Street  
Olean, NY 14760**

**January 17, 2020**

**ADMINISTERED BY:  
CITY OF OLEAN  
CODE ENFORCEMENT DIVISION**

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# City of Olean

## Dept. of Fire, Buildings and E.S

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



### ADVERTISEMENT FOR BIDS

Sealed bids for **Demolition and Removal of 405 S. 4<sup>th</sup> Street.**, according to specifications, will be received by the undersigned, at the Code Enforcement Division, 101 E. State St., Room 212, Olean, New York, until **Friday, January 31, 2020 at 10:45 a.m.** after which they will be publicly opened at **11:00 a.m. in Room 212**, by the undersigned, under the direction of the Code Enforcement Department in the City of Olean. Each bid, at the time it is received, will be stamped showing date and time of receipt.

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

#### **Codes #01-2020- Demolition and Removal of house.**

Copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders will be available **January 21, 2020**, and may be secured from City of Olean Code Enforcement Office, 101 East State Street, Room 212, Olean, New York 14760, phone the Code Office at (716) 376-5683 or email [codes@cityofolean.org](mailto:codes@cityofolean.org).

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

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

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

## INSTRUCTIONS TO BIDDERS

### 1. BID DEPOSIT:

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

### 2. PERFORMANCE BOND.

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

### 3. BID FORM

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

### 4. CHANGES

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

### 5. INFORMALITIES

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

### 6. BID TIME

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

### 7. INVESTIGATIONS

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

### 8. BID ENVELOPE

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

### 9. NON-COLLUSIVE CERTIFICATION

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

### 10. CONTRACT AWARD

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

### 11. REFERENCES

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

### 12. EXECUTORY CLAUSE

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

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

### 13. DELIVERY SCHEDULE

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

### 14. PRICES

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



### 15. TRANSPORTATION CHARGES

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

### 16. TAXES

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

### 17. COMPLIANCE WITH LAWS

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

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

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

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

### 19. DISCRIMINATION

The successful bidder agrees:

- (a) that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

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

### 20. WAGE RATES

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

- (a) No laborer, workman or mechanic in the employment of the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property.  
(Section 220, subd. 2, N.Y. State Labor Law)
- (b) Each laborer, workman, or mechanic employed by the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract shall be paid not less than the hourly prevailing rate of wage and provided supplements not less than the prevailing supplements as designated by the New York State Industrial Commission. (Section 220, subd. 3, N.Y. State Labor Law)

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

### 21. CONTRACT ASSIGNMENTS

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

Legislature.

22. ADDITIONAL INFORMATION

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

23. WORKMANSHIP

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

24. HOLD HARMLESS

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

25. BID VALIDITY

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

26. CONTRACT INTEREST

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

27. OTHER CUSTOMERS

Prices charged to the City of Olean are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and supply a copy of this contract within 5 days if so requested by the City.

28. PRICE IS FIRM

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

29. BIDDER AFFIRMATION

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

30. INSURANCE

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

31. STATE CONTRACTS:

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

32. LITIGATION:

In the event any litigation shall arise from this contract, the laws of the State of New York shall control any litigation, regardless of which party shall institute such action.

33. MUNICIPAL EXTENSION:

The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who

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

#### 34. IRAN DIVESTMENT ACT OF 2012:

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

#### 35. Liquidated Damages

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

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

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion or after the date to which the time for completion may have been extended, will in no way constitute a waiver on the part of

the City of any of its rights under the contract.

#### 36. PAYMENTS

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

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

## MINIMUM SPECIFICATIONS FOR DEMOLITION AND REMOVAL OF AN EXISTING STRUCTURE

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

**Description of Property:**

**405 Fourth Street S.:** Two-story house approximately 1,080 square feet with a crawl space, and a 6 X 6 covered porch.

A **demolition** will be required in accordance with Industrial Code Rule 56. The property is served by municipal (City of Olean) sewer and water, which will be disconnected by the City of Olean Department of Public Works Department.

**Results of Asbestos Inspections:**

No asbestos

A **Lump Sum Bid** can be submitted for 405 Fourth St. S.

1) **SCOPE OF WORK:**

- A. The successful bidder shall remove from any and all structures including, porch(s) and shed(s). Removal of the structures is to include all interior furnishings, windows, rubbish, garbage, appliances, fixtures, plumbing, heating systems, wiring, etc. The bidder will also be responsible for protection of existing structures on adjacent lots, removing combustible materials, debris and garbage from the entire site, removing existing foundation to a point 2-feet below the finished grade, grading of the building footprint, filling the basement or any graded area with compacted bank run gravel to meet the existing grade, final grading to blend into existing grade, placing 4 inches of topsoil, seeding, protecting existing trees, utilities and other items that are to remain. The successful bidder shall be responsible for protection of existing utilities at the site.
- B. Each bidder shall visit the site where the structures are located, and thoroughly inform himself/herself of all conditions and factors which would affect the prosecution and completion of the work and the costs thereof, including the arrangement and conditions of existing or proposed structures affecting, or which are affected by, the proposed work, such as surface utilities.
- C. The successful bidder is to provide all materials, labor, and equipment to complete the removal of structure(s).
- D. The successful bidder shall work with the Code Enforcement Division to obtain the demolition permits for the project from the Code Enforcement Division. The cost of the permit shall be the city's responsibility.  
  
The successful bidder shall also be responsible for obtaining all other required permits. The successful bidder shall be required to contact the City of Olean Department of Public Works and obtain proper permits to replace any damaged sidewalks caused by the demolition of such structures.
- E. The successful bidder shall be responsible for obtaining any permit and for making any notification from or to the New York State Department of Labor- Asbestos Control Bureau. The Successful bidder shall also be responsible for any costs or fees associated with the asbestos permits and/or notifications.

2) **COMPLETION DATE:** All work shall be completed by **March 9, 2020**

3) **MAINTAINING TRAFFIC:**

- A. The successful bidder will not close or obstruct streets, roads, or store materials on sidewalks, alleys,

passageways or rights of way without proper permits.

- B. The successful bidder will conduct his/her operations with a minimum interference with roads, streets, driveways, alleys, sidewalks and other means of ingress and egress.
- C. The successful bidder will provide, erect and maintain lights, barriers, and other items as may be required to maintain traffic, or as required by local ordinances.

4) PROTECTION:

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

5) UTILITIES REQUIRED DURING CONTRACT PERIOD:

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

6) PRIVATE PROPERTY:

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

7) REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES:

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

8) ADJOINING PROPERTY:

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

9) BARRICADES AND SIGNS:

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

## **STRUCTURES TO BE DISASSEMBLED:**

### **1) REMOVAL OF ASBESTOS CONTAMINATED MATERIALS:**

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

### **2) DEMOLITION PROCEDURE:**

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

### **3) SALVAGE OR DISPOSAL:**

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

### **4) AIR MONITORING:**

The city shall be responsible for obtaining the air monitoring for the project where necessary. The Contractor shall inform the City seventy two (72) hours before the need for air monitoring service. The Contractor shall not engage in any work requiring air monitoring until the air monitor technician is on site and ready to perform the required measurements.

## **PAYMENT:**

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

## **INSURANCE:**

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

## **SITE INSPECTION:**

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

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



## **AWARD PROCEDURE:**

### **Lump Sum Bid**

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

## **BID FORM**

**Lump Sum Bid for:** 405 South Fourth Street, Olean

\$ \_\_\_\_\_

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

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

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
SIGNATURE

Federal ID No. \_\_\_\_\_

\_\_\_\_\_  
PRINT/TYPE

NAME: \_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PHONE NO.

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

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

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

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

#### **Section LL4.5-1. Legislative Intent.**

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

#### **Section LL4.5-2.1. Public Works.**

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

#### **Section LL 4.5-2.2 Responsible Bidder Questionnaire.**

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

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

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

### **Section LL4.5-2.3. Requirements.**

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

- (1) The City shall require that all bidders fill out the uniform questionnaire in order to ascertain the financial responsibility, accountability, reliability, skill, judgment, and integrity of the apparent lowest bidder.
  - (2) The City shall utilize the Guidelines for Responsibility Determinations as set forth in Executive Order No. 170 (9 NYCRR 4.170) in evaluating the responsibility of contractors and determining the lowest responsible bidder.
  - (3) Contractors and all subcontractors shall properly classify their workers as employees rather than as independent contractors, unless those workers meet the definition of "independent contractor" as defined by the Internal Revenue Service, and shall treat said employees accordingly for purposes of workers compensation insurance coverage, unemployment insurance, employment taxes, and social security taxes.
  - (4) The contractors and all subcontractors shall require each employee to sign in and out at the beginning and end of each day, and list next to his or her name his or her craft, and to provide such information to the City Director of Public Works ("the Director") on a biweekly basis. Such information shall be kept in the Commissioner's office for a period of three years, and copies of same shall be made available to the public immediately upon Freedom of Information Law (FOIL) request.
- ### **Section LL4.5-2.4. Procedure.**
- (a) The Director, or other department head soliciting public works bids, shall distribute to all bidders a copy of this article and the uniform questionnaire, and thereafter collect from bidders all information required by this article, and keep such information in his/her offices for a period of three years, review of which will be made available to the public.
  - (b) If a bidder fails or refuses to provide all the information required by this article, or provides false information, the bidder's bid will be rejected at the bid opening.
  - (c) The Director shall post a list of the three low apparent bidders on the City of Olean website five days after the bid opening.
  - (d) If the apparent lowest bidder is deemed not responsible, then the next lowest bidder will be reviewed and so on until the lowest bidder is deemed responsible and selected as the lowest responsible bidder. In the event a bidder fails to furnish the requested information, the bidder shall be deemed disqualified and determined to be not responsible, and the next lowest bidder shall become the apparent lowest bidder.
  - (e) Not later than five calendar days prior to a final determination that the apparent lowest bidder is not responsible, the City will notify the party of same, in writing, stating the reasons and setting forth a reasonable time, date and place for the apparent low bidder to appear and be heard.
  - (f) If the bid of the lowest responsible bidder appears disproportionately low when compared with estimates obtained by or on behalf of the City and/or compared to other bids submitted (10% or greater disparity), the City reserves the right to inquire further of the apparent lowest bidder to determine

whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.

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

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

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

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

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

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

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

**Section LL4.5-2.6. Sanctions.**

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

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

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

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

**Section LL4.5-2.8. Materiality.**

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

**Article 11. Best Value Procurement Policy**

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

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

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

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

# Appendix A

Insurance Requirements

Non-Collusive Bidding  
Certification

Legal Status Form

Bid for Performance

Bid Bond

Iran Divestment Act of 2012



### 1.9.7 Insurance Requirements.

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

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

2) Contractor's General Liability Insurance.:

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

3) Automobile Liability Insurance:

Combined Single Limit (each accident)	\$ 1,000,000
---------------------------------------	--------------

4) Excess/Umbrella Liability:

Each Occurrence	\$ 5,000,000
Aggregate	\$ 5,000,000

5) Workers' Compensation and Employers' Liability:

E.L. Each Accident	\$ 100,000
E.L. Disease – Each Employee	\$ 100,000
E.L. Disease – Policy Limit	\$ 500,000

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

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

The following statement must be subscribed by the bidder and affirmed by such bidder as true, under the penalties of perjury.  
Pursuant to Section 103-d of the General Municipal Law.

**NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief: The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(For use of individual bidder)

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

\_\_\_\_\_  
d/b/a

(For use of partnership bidder)

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

\_\_\_\_\_  
Partnership Name

By

\_\_\_\_\_  
Co-Partner

(For use of corporate bidder)

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

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

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.  
(SEAL OF THE CORPORATION)

\_\_\_\_\_  
Secretary

Name of Bidder

By

Title

## LEGAL STATUS INFORMATION

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

FIRM NAME: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

PRINCIPAL OFFICE:

Street \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

LOCAL OFFICE:

Street \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

CONTRACT TO BE SENT TO: Principal Office \_\_\_\_\_ Local Office \_\_\_\_\_

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_

(Incorporated under the Laws of the State of \_\_\_\_\_)

(If foreign corporation, state if authorized to do business in the State of New York:  
Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_)

TRADE NAMES:

\_\_\_\_\_

NAMES AND ADDRESSES OF PARTNERS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Name: \_\_\_\_\_

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

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

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

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

The undersigned, desiring to interpose a bid to provide services for **CODE BID #01-2020 - Demolition and Removal of 405 Fourth St. S. within the City of Olean**, for City of Olean Code Enforcement Division, does hereby accept all terms, conditions, and agreements contained and set forth in the, Minimum Specifications, Non-Collusive Bidding Certification, Legal Status Information and Bid for Performance of Contract with Cattaraugus County Legislature and does hereby certify, agree and propose as follows:

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INDIVIDUAL, PARTNERSHIP OR CORPORATE USE

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

Name and Address of Bidder:

Authorized Signature and Title:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Title

Date

## BID BOND

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

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

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

By: \_\_\_\_\_  
Legal Name of Person, Firm or Corporation

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

Address \_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email Address

"Iran Divestment Act of 2012"

"Iranian Energy Sector Divestment"

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

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

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

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

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

Corporate or Company Name

\_\_\_\_\_

By:

Signature

\_\_\_\_\_

Title

Sworn to before me this

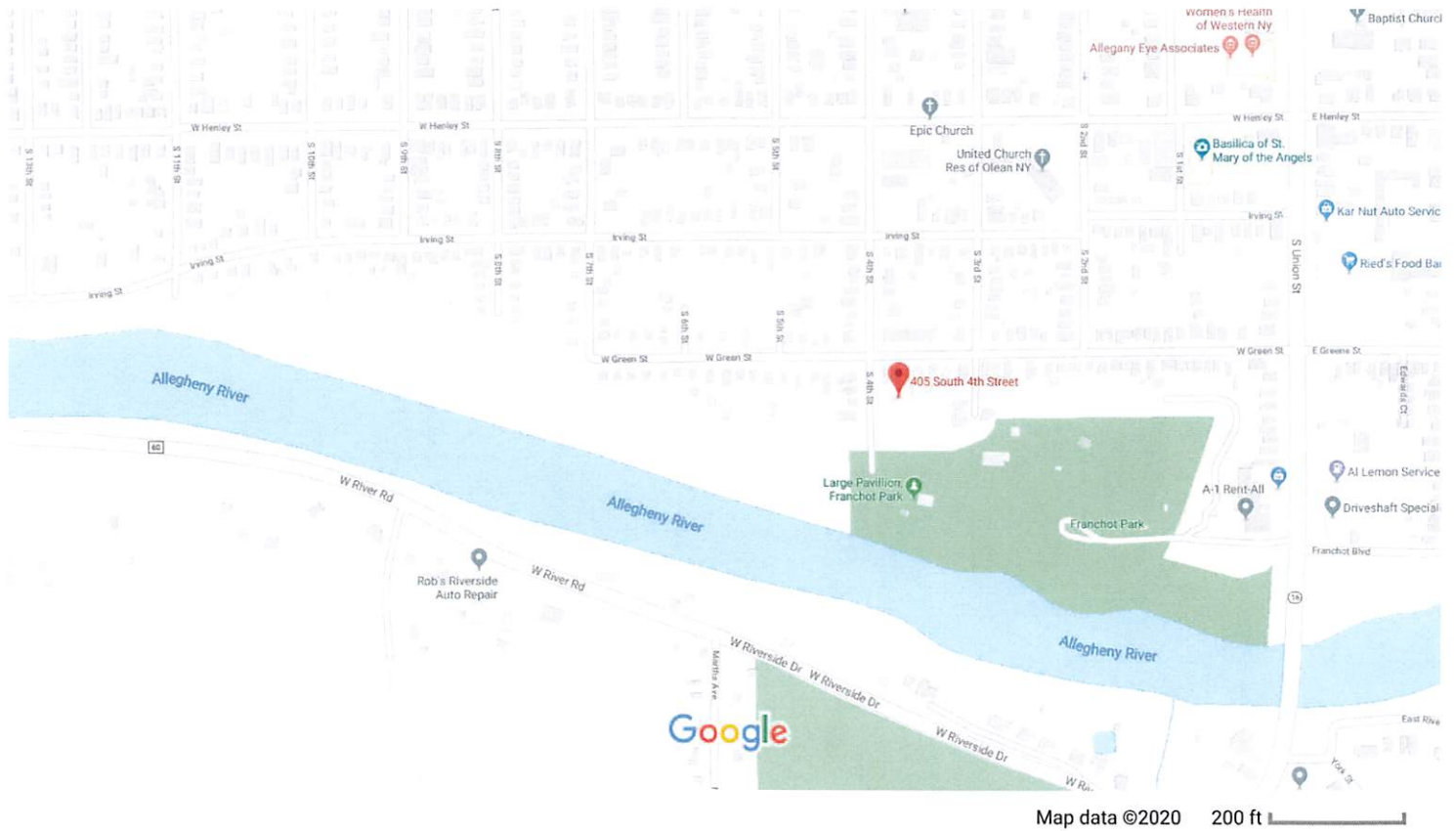
\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Notary Public



# Appendix B

## Location Pictures & Maps



405 S 4th St

Olean, NY 14760



Directions



Save



Nearby



Send to your  
phone



Share



3HF8+53 Olean, NY

Photos



























# Appendix C

## Letters of Condemnation



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



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

January 16, 2020

MEMORANDUM

TO: City of Olean

FROM: Code Enforcement Supervisor Edward Jennings

DATE: January 16, 2020

SUBJECT: Demolition of 405 South Fourth Street, Olean, NY 14760  
Tax Map ID # 94.073-5-46

Designation as a Dangerous Building- On December 3, 2014, the structure on the premises was designated a Dangerous Building pursuant to Olean City Code Chapter 6, Article V, and Section 6-236. The structure was found to have defects that endanger the health, safety and welfare of the public.

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

- There is 25 % or more of damage or deterioration of the supporting members or 50 percent of damage or deterioration of the no supporting outside wall or covering.
- The structure has been damaged by cause so as to have become dangerous to life, safety, morals, or the general health and welfare of occupants, neighboring properties and the people of the City.
- The structure is unoccupied; has been vacant since 2014; has doors, windows and other openings broken, removed and improperly sealed or boarded up; and is not enclosed in a safe manner.
- An asbestos inspection was performed and shown to not contain asbestos.

On December 3, 2014 the previous owner was notified of the following: Designated as a Dangerous Building- the structure at the premises is in violation of the Olean City Code Chapter 12: Housing Code, and has been designated by the Code Enforcement Division as a "Dangerous Building".

The former owner of the property let the property go to the County for back taxes after it was posted "Dangerous Building". The County transferred the property to the City June, 2019.

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

Olean Municipal Building, rm 212  
P.O. Box 668, 101 E. State St.  
Olean, New York 14760  
716-376-5683, 716-376-5707 (fax)

**Violation Inspection Report**  
**Order to Remedy**

December 3, 2014

Craven Parks Estate  
P.O Box 1024  
Redan GA 30074

Cert. Mail: # 70041160000545943810

RE: 405 South 4th St Olean, NY 14760  
Comp # 383-13 Second notice

Dear Craven Parks Estate C/O Danielle Parks

**PLEASE TAKE NOTICE!**

We performed an inspection at the above location on **12/03/2014** and the following violations of the Local and State Fire Prevention and Building Codes were found to exist.

**6-236**

All buildings or structures which have any or all of the following defects shall be deemed to endanger the health, safety, and welfare of the public and shall be deemed dangerous buildings within the meaning of this article:

**Due to the failure to comply with the Order to remedy. This dwelling is being Posted "Dangerous" as per art 5 sec 6-236.2 of the City Ordinance. The dwelling is will be placarded and will not allowed to be occupied per 12-96,12-97,12-98 of the City Code. All repairs require a building permit.**

**6-236.2**

Those which, exclusive of the foundations, show 25 percent or more of damage or deterioration of the supporting members or 50 percent of damage or deterioration of the nonsupporting outside walls or covering.

6-236.5

Those which have become or are so dilapidated, decayed, unsafe, unsanitary, or which so utterly fail to provide the amenities essential to decent living that they are unfit for human habitation, or are likely to cause sickness or disease, so as to work injury to the health, morals, safety, or general welfare of those living therein.

6-236.7

Those having light, air, and sanitation facilities which are inadequate to protect the health, morals, safety, or general welfare of human beings who live or may live therein.

6-236.6

Those which are unoccupied; which have been vacant for a period in excess of one month; which have either doors, windows, or other openings broken, removed, or improperly sealed or boarded up; and which building or structure is not enclosed in a safe and approved manner.

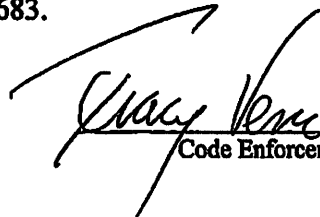
**The door on the south side of the building is open and must be made secure immediately.**

You are hereby ordered and directed to correct the listed violation(s) immediately upon (unless otherwise specified in comments) and you shall notify this office in writing when compliance is met on the enclosed form or notify this office and arrange a time schedule for the necessary repairs or compliance. Any failure to comply with this order within the specified time may cause us to take whatever action the City of Olean Code of Ordinances allows which may include inviting you to appear in City Court.

Please take further notice that the City Code of Ordinances provides that you may request a hearing to be held before the Fire Chief or his designee on any or all matters contained in this notice. All requests for a hearing must be in writing and set forth a brief statement of the grounds therefore, designate a person upon whom orders may be served, and specify why such notice or order should be modified or withdrawn, except for those matters affecting life, health or safety which must be made within THREE days of this notice. Compliance with this notice shall not be required while the hearing is pending.

**All violations which may affect Life Safety or Health shall be remedied immediately.**

Questions may be directed to the Department of Fire, Buildings and Emergency Services, Code Enforcement Office at 376-5683.

  
Code Enforcement Officer

Inspected by: FF Tracy Veno

# **NOTICE**

## **CITY OF OLEAN**

**THIS BUILDING HAS BEEN  
FOUND TO BE A  
DANGEROUS BUILDING**

**BY THE DEPARTMENT OF  
CODE ENFORCEMENT**

IN VIOLATION OF CHAP. 6, ART. V, SEC. 6 - 236

DATE: **12/3/14** **TRACY VENNO**  
CODE ENFORCEMENT OFFICER

**405 S. 4<sup>th</sup> Street**

INTERFERENCE/REMOVAL OF THIS PLACARD IS UNLAWFUL  
6 - 239 (8)



Our Reference #: 373-13

**City of Olean**  
**Department of Fire, Buildings, & Emergency Services**  
**Code Enforcement Division**  
Olean Municipal Building, Rm 212  
101 E. State St.  
Olean, New York 14760  
716-376-5683, 716-376-5707 (fax)

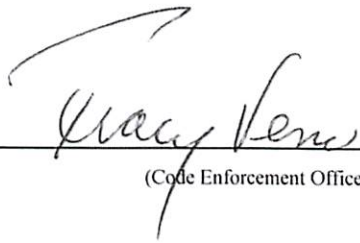
December 3, 2014

Address of violation: 405 South 4<sup>th</sup> st., in Olean, New York.

This letter is to inform you that the building at the above address has been posted as:

**"Dangerous Building"**

This placard shall **not** be removed or covered, **nor** shall the building be occupied without first obtaining (in writing) the approval of the City of Olean Department of Code Enforcement.



\_\_\_\_\_  
(Code Enforcement Officer)

**City of Olean**  
**Department of Fire, Buildings, & Emergency Services**  
**Code Enforcement Division**

Olean Municipal Building, Rm 212  
P.O. Box 668, 101 E. State St.  
Olean, New York 14760  
716-376-5683, 716-376-5707 (fax)

December 3, 2014

Cattaraugus County Clerk's Office  
303 Court Street  
Little Valley, NY 14755

RE: 405 South 4<sup>th</sup> St, Olean, New York 14760  
Our Reference #: 373-13

To County Clerk:

This letter is to request that Ordinance - Article 5, Section 6-236 of the Municipal Code of Ordinances be added as a condition of sale and all interested parties be notified of such.

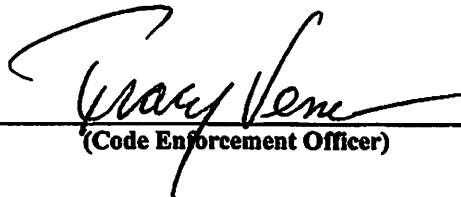
The building has been posted as a "Dangerous Building" by the City of Olean, Code Enforcement Department and is subject to the following:

**City of Olean Code of Ordinances**

Article 2, Section 12-55

**TRANSFER OF OWNERSHIP**

No owner of any dwelling, dwelling unit, rooming house, rooming unit, or premises upon whom any notice or order pursuant to this code has been served shall sell, transfer, grant, mortgage, lease or otherwise dispose of such property to another until compliance with the provisions of such notice or order has been secured; or until such owner shall furnish to the purchaser, transferee, grantee, mortgagee or lessee, prior to such sale, transfer, grant mortgage or lease, a true copy of such notice or order, and at the same time give adequate notification to the chief of the fire department of his intent to sell, transfer, grant mortgage or lease and supply the name and address of such person or persons to whom the sale, transfer, grant, mortgage or lease is proposed. A purchaser, transferee, grantee, mortgagee or lessee who has been informed of the existence of any notice of order issued pursuant to this code shall be bound thereby, and shall be required to comply with all previous notices and orders issued pursuant to the code and shall be subject to all provisions and penalties contained in this chapter.

  
\_\_\_\_\_  
(Code Enforcement Officer)

cc: Craven Parks Estate  
C/O Danielle Parks  
P.O. Box 1024  
Redan GA 30074

**City of Olean**  
**Department of Fire, Buildings, & Emergency Services**  
**Code Enforcement Division**

Olean Municipal Building, Rm 211  
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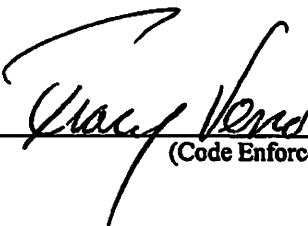
**IN THE MATTER OF** the premises known as 405 South 4<sup>th</sup> Street, in Olean, New York.

**PLEASE TAKE NOTICE**, that pursuant to Article 2A of the General City Law and an Ordinance of the City of Olean duly passed by the Common Council on the 23rd day of December 1969 and amended on the 9th day of May 1978, that the above premises have been found to be dangerous buildings within the standards set forth on Section One of the Ordinance of the City of Olean and the owners are hereby directed to repair or demolish all buildings and structures on the premises within thirty (30) days of service upon your receipt of the notice.

The premises, the subject of this notice, are known as 405 South 4<sup>th</sup> Street, Olean, New York and are situated on the south east side of south 4<sup>th</sup> st in the City of Olean and consists of a two story single family dwelling. The exterior and interior are structurally damaged and decayed so as to endanger the health, safety and welfare of the general public.

**PLEASE TAKE FURTHER NOTICE** that pursuant to the ordinance a notice shall be placed on the dangerous building designating the said building and the structures therein as unsafe and dangerous for habitation or occupancy. **THEREOF, PLEASE TAKE FURTHER NOTICE** that the Common Council of the City of Olean may authorize and direct the Fire Chief to cause the repair or demolition of said structures and furthermore the repair or demolition charges will be placed as an expense against the land unless the owners or the mortgagees therefore comply with this notice within thirty (30) days after service of this notice as above provided.

Dated this 3 day of December, 2014

  
\_\_\_\_\_  
(Code Enforcement Officer)

Enclosures

# Appendix D

New York State Department of Labor, Applicable  
Variance “AV-A-1 – Controlled demolition of A City-  
Owned Vacant Residential Building”

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

In the Matter of

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

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

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

COMMISSIONER'S  
DECISION

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

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

DATED: August 18, 2006

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

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

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

### **APPLICABLE VARIANCE**

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

### **THE CONDITIONS**

#### **Building/Structure Survey/Inspection Requirements**

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

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

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

#### **Secure the Work Site & Establishment of Regulated Areas**

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

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

**Controlled Demolition Removals**

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

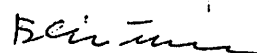
14. In addition to the requirement of Subpart 56-4.9(c), air monitoring within the work areas shall be conducted daily. If more than one shift daily is required to accomplish the work, air monitoring within the work area during abatement shall be performed on each shift, preferably at mid-shift timing.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

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

Date: August 18, 2006

LINDA ANGELLO  
COMMISSIONER OF LABOR

By



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



# Appendix E

## Prevailing Wage Rates

# **NOTICE**

Prospective bidders shall note that the prevailing wage schedule is not included in the following section of this contract. The schedule is available on the Department of Labor's website at [www.labor.state.ny.us](http://www.labor.state.ny.us) under

**PRC # 2020000687**

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

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

# Appendix F

405 Fourth St. S. Asbestos Report

# NEESON - CLARK ASSOCIATES, INC.

## TECHNICAL & ENVIRONMENTAL SERVICES

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

PH: 716.373.3067 FAX 716.372.3168

September 19, 2019

Mr. Tracy Veno  
Code Enforcement Officer  
City of Olean  
Municipal Building  
Olean, New York 14760

**RE: Asbestos Inspection – 405 South 4<sup>th</sup> Street, Olean, New York 14760**

Dear Mr. Veno:

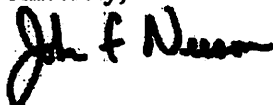
Please find enclosed the Asbestos Inspection / Survey for the above referenced property. All areas of this structure were accessible and either visually assessed or sampled. Additionally contained within is: The Chain of Custody, Sampling Location Chart, Analytical Results Individual, Business and Laboratory Certifications. There were no asbestos materials identified.

### TRANSMITTAL

As required by NYSDOL, as per NYCRR 56, Subpart 56-5, and prior to demolition / renovation, one copy of this completed survey shall immediately be sent by the *building / structure* owner to both the local governmental agency charged with issuing applicable permits and the Asbestos Control Bureau district office closest to the building or structure location.

NYSDOL Asbestos Control Bureau  
Room 405  
65 Court Street  
Buffalo, New York 14202

Sincerely,



John F. Neeson P.E.  
Certification # 05 – 07694



**AmeriSci Richmond**  
13635 GENITO ROAD  
MIDLOTHIAN, VIRGINIA 23112  
TEL: (804) 763-1200 • FAX: (804) 763-1800

## PLM Bulk Asbestos Report.

Neeson-Clark Associates, Inc  
Attn: John Neeson  
742 Grandview Ave

Olean, NY 14760

Date Received 09/13/19 AmeriSci Job # 119091529  
Date Examined 09/17/19 P.O. #  
ELAP # 10984 Page 1 of 4  
RE: 405 S Fourth St, Olean, NY 14760

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
1 1 Location: Roof Shingles	119091529-01	No	NAD (by NYS ELAP 198.6) by C. David Mintz on 09/17/19
Analyst Description: Black, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Non-Asbestos 28.3 %, Fibrous glass 3 % Comment: Heat Sensitive (organic): 27.0%; Acid Soluble (inorganic): 41.7%; Inert (Non-asbestos): 31.3%			
1A 1 Location: Roof Shingles	119091529-02	No	NAD (by NYS ELAP 198.6) by C. David Mintz on 09/17/19
Analyst Description: Black, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Non-Asbestos 29.1 %, Fibrous glass 3 % Comment: Heat Sensitive (organic): 27.0%; Acid Soluble (inorganic): 40.9%; Inert (Non-asbestos): 32.1%			
2 2 Location: Drop Ceilings	119091529-03	No	NAD (by NYS ELAP 198.6) by C. David Mintz on 09/17/19
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-Asbestos 0.4 % Comment: Heat Sensitive (organic): 97.5%; Acid Soluble (inorganic): 2.1%; Inert (Non-asbestos): 0.4%			
2A 2 Location: Drop Ceilings	119091529-04	No	NAD (by NYS ELAP 198.6) by C. David Mintz on 09/17/19
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-Asbestos 12.5 % Comment: Heat Sensitive (organic): 80.7%; Acid Soluble (inorganic): 6.8%; Inert (Non-asbestos): 12.5%			

Client Name: Neeson-Clark Associates, Inc

**PLM Bulk Asbestos Report**

405 S Fourth St, Olean, NY 14760

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
3	119091529-05	No	NAD
3	Location: 12x12 Tiles In Rear		(by NYS ELAP 198.6) by C. David Mintz on 09/17/19
<b>Analyst Description:</b> Brown, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-Asbestos 24.5 % <b>Comment:</b> Heat Sensitive (organic): 18.7%; Acid Soluble (inorganic): 56.9%; Inert (Non-asbestos): 24.5%			
3A	119091529-06	No	NAD
3	Location: 12x12 Tiles In Rear		(by NYS ELAP 198.6) by C. David Mintz on 09/17/19
<b>Analyst Description:</b> Brown, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-Asbestos 25.2 % <b>Comment:</b> Heat Sensitive (organic): 17.4%; Acid Soluble (inorganic): 57.4%; Inert (Non-asbestos): 25.2%			
4	119091529-07	No	NAD
4	Location: Rolled Flooring - Steel Gray		(by NYS ELAP 198.6) by C. David Mintz on 09/17/19
<b>Analyst Description:</b> Gray, Heterogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-Asbestos 11.7 % <b>Comment:</b> Heat Sensitive (organic): 77.3%; Acid Soluble (inorganic): 11.0%; Inert (Non-asbestos): 11.7%			
4A	119091529-08	No	NAD
4	Location: Rolled Flooring - Steel Gray		(by NYS ELAP 198.6) by C. David Mintz on 09/17/19
<b>Analyst Description:</b> Gray, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-Asbestos 9.1 % <b>Comment:</b> Heat Sensitive (organic): 97.0%; Acid Soluble (inorganic): -6.1%; Inert (Non-asbestos): 9.1%			
5	119091529-09	No	NAD
5	Location: Rolled Flooring - Tan		(by NYS ELAP 198.6) by C. David Mintz on 09/17/19
<b>Analyst Description:</b> Tan, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-Asbestos 16 % <b>Comment:</b> Heat Sensitive (organic): 70.0%; Acid Soluble (inorganic): 14.0%; Inert (Non-asbestos): 16.0%			

See Reporting notes on last page

Client Name: Neeson-Clark Associates, Inc

**PLM Bulk Asbestos Report**

405 S Fourth St, Olean, NY 14760

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
5A 5	119091529-10 Location: Rolled Flooring - Tan	No	NAD (by NYS ELAP 198.6) by C. David Mintz on 09/17/19
<b>Analyst Description:</b> Tan, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-Asbestos 14.9 % <b>Comment:</b> Heat Sensitive (organic): 71.0%; Acid Soluble (inorganic): 14.2%; Inert (Non-asbestos): 14.9%			
6 6	119091529-11 Location: Light Green Tile	No	NAD (by NYS ELAP 198.6) by C. David Mintz on 09/17/19
<b>Analyst Description:</b> Tan, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-Asbestos 8.9 % <b>Comment:</b> Heat Sensitive (organic): 16.6%; Acid Soluble (inorganic): 74.5%; Inert (Non-asbestos): 8.9%			
6A 6	119091529-12 Location: Light Green Tile	No	NAD (by NYS ELAP 198.6) by C. David Mintz on 09/17/19
<b>Analyst Description:</b> Tan, Homogeneous, Non-Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-Asbestos 25.7 % <b>Comment:</b> Heat Sensitive (organic): 16.5%; Acid Soluble (inorganic): 57.9%; Inert (Non-asbestos): 25.7%			
7 7	119091529-13 Location: Drywall Like Material	No	NAD <sup>1</sup> (by NYS ELAP 198.1) by C. David Mintz on 09/17/19
<b>Analyst Description:</b> Lt Gray/ Brown, Homogeneous, Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-Asbestos 88 %, Cellulose 12 %			
7A 7	119091529-14 Location: Drywall Like Material	No	NAD <sup>1</sup> (by NYS ELAP 198.1) by C. David Mintz on 09/17/19
<b>Analyst Description:</b> Lt Gray/ Brown, Homogeneous, Fibrous, Bulk Material <b>Asbestos Types:</b> <b>Other Material:</b> Non-Asbestos 88 %, Cellulose 12 %			

Client Name: Neeson-Clark Associates, Inc

## PLM Bulk Asbestos Report

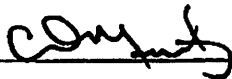
405 S Fourth St, Olean, NY 14760

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### Reporting Notes:

- (1) Sample homogenized by grinding to a powder prior to analysis.

Analyzed by: C. David Mintz



Date: 8/17/2019 Reviewed by:



\*NAD = no asbestos detected, Detection Limit <1%, Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; "Present" or NVA = "No Visible Asbestos" are observations made during a qualitative analysis; NA = not analyzed; NA/PS = not analyzed / positive stop; PLM Bulk Asbestos Analysis by EPA 600/R-93/116 per 40 CFR 763 (NVLAP Lab Code 101804-0) and ELAP PLM Analysis Protocol 198.1 for New York friable samples which includes quantitation of any vermiculite observed (198.6 for NOB samples) or EPA 400 pt ct by EPA 600/M4-82-020 (NYSDOH ELAP Lab # 10984); CA ELAP Lab # 2508; Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 148, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the laboratory. This PLM report relates ONLY to the items tested.



AmeriSci Job #: 119091529

Page 1 of 2

Client Name: Neeson-Clark Associates, Inc

**Table I**  
**Summary of Bulk Asbestos Analysis Results**  
405 S Fourth St, Olean, NY 14760

AmeriSci Sample #	Client Sample#	HQ Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	1	1	0.241	27.0	41.7	31.3	NAD	NAD
Location: Roof Shingles								
02	1A	1	0.323	27.0	40.9	32.1	NAD	NAD
Location: Roof Shingles								
03	2	2	0.081	97.5	2.1	0.4	NAD	NAD
Location: Drop Ceilings								
04	2A	2	0.121	80.7	6.8	12.5	NAD	NAD
Location: Drop Ceilings								
05	3	3	0.532	18.7	58.9	24.5	NAD	NAD
Location: 12x12 Tiles in Rear								
06	3A	3	0.488	17.4	57.4	25.2	NAD	NAD
Location: 12x12 Tiles in Rear								
07	4	4	0.181	77.3	11.0	11.7	NAD	NAD
Location: Rolled Flooring - Steel Gray								
08	4A	4	0.140	97.0	-6.1	9.1	NAD	NAD
Location: Rolled Flooring - Steel Gray								
09	5	5	0.181	70.0	14.0	16.0	NAD	NAD
Location: Rolled Flooring - Tan								
10	5A	5	0.182	71.0	14.2	14.8	NAD	NAD
Location: Rolled Flooring - Tan								
11	6	6	0.567	18.6	74.5	8.9	NAD	NAD
Location: Light Green Tile								
12	6A	6	0.911	18.5	57.9	25.7	NAD	NAD
Location: Light Green Tile								
13	7	7	—	—	—	—	NAD	NA
Location: Drywall Like Material								
14	7A	7	—	—	—	—	NAD	NA
Location: Drywall Like Material								

See Reporting notes on last page

AmeriSci Job #: 119091529

Page 2 of 2

Client Name: Neeson-Clark Associates, Inc


**Table I**  
**Summary of Bulk Asbestos Analysis Results**  
405 S Fourth St, Olean, NY 14760

AmeriSci Sample #	Client Sample#	HQ Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
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TEM Analyzed By: T. Brian Keith



Date Analyzed: 8/18/2019 Reviewed By:



Date Reviewed: 8/18/2019

Semi-Quantitative Analysis: NAD = no asbestos detected; NA = not analyzed; NA/PS = not analyzed due to positive stop; Trace = <1%;

PLM analysis by EPA 600/R-93/116 per 40 CFR 763 (NVLAP Lab Code 101904-0) or NY ELAP 168.1 for New York friable samples which includes quantitation of any vermiculite observed (168.6 for NOB samples) or EPA 400 pt at by EPA 600/M4-82-020 (NY ELAP Lab # 10894);

TEM prep by EPA 600/R-93/116 Section 2.3 (analysis by Section 2.5, not covered by NVLAP Bulk accreditation); or NY ELAP 168.4 for New York NOB samples (NY ELAP Lab # 10894);

\*\* Warning Notes: Consider PLM fiber diameter limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris, soils or other heterogeneous materials for which a combination PLM/TEM evaluation is recommended; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only.



STATE OF NEW YORK - DEPARTMENT OF LABOR  
ASBESTOS CERTIFICATE

N.Y.S.



JOHN F. NEESON  
CLASS(EXPIRES)  
D-INSP(05/20)

CERT# 05-07694  
DMA# 999306546

MUST BE CARRIED ON ASBESTOS PROJECTS

FOR MORE INFORMATION VISIT WWW.DOL.STATE.NY.US

New York State – Department of Labor

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

ASBESTOS HANDLING LICENSE

Neeson-Clark Associates, Inc.

742 Grandview Ave.

Olean, NY 14760

FILE NUMBER: 06-0677

LICENSE NUMBER: 29336

LICENSE CLASS: RESTRICTED

DATE OF ISSUE: 07/12/2019

EXPIRATION DATE: 07/31/2020

Duly Authorized Representative – John F. Neeson Sr.

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

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

*Eileen M. Franko*

Eileen M. Franko, Director  
For the Commissioner of Labor



United States Department of Commerce  
National Institute of Standards and Technology



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## Certificate of Accreditation to ISO/IEC 17025:2017

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NVLAP LAB CODE: 200546-0

**AmeriSci New York**  
New York, NY

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

### **Asbestos Fiber Analysis**

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

---

2019-07-01 through 2020-06-30

Effective Dates



  
For the National Voluntary Laboratory Accreditation Program

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



**Expires 12:01 AM April 01, 2020  
Issued April 01, 2019**

**CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE**

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

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

**NY Lab Id No: 11480**

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

**Miscellaneous**

<b>Asbestos in Friable Material</b>	<b>Item 198.1 of Manual EPA 800/M4/82/020</b>
<b>Asbestos in Non-Friable Material-PLM</b>	<b>Item 198.6 of Manual (NOB by PLM)</b>
<b>Asbestos in Non-Friable Material-TEM</b>	<b>Item 198.4 of Manual</b>

**Serial No.: 59674**

**Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (818) 485-6570 to verify the laboratory's accreditation status.**