



Allen Township Supervisors

4714 Indian Trail Road
Northampton, Pennsylvania 18067

Dale Hassler, Chairman
Gary Behler, Vice Chairman
Bruce Frack
Gerald Montanari, Sr.
Carl Edwards

Stan Wojciechowski, PE, CME
B. Lincoln Treadwell, Jr., Esq.
Ilene M. Eckhart, Manager

January 5, 2021

The Express Times

ATTENTION:LEGAL ADVERTISING

Dear Sir or Madam:

Please advertise the following in your newspaper on Friday, January 8th and Wednesday, January 13th, 2021.

An affidavit is requested along with the invoice.

INVITATION TO BIDDERS ALLEN TOWNSHIP DEMOLITION OF STRUCTURES

Notice is hereby given that Allen Township will receive sealed bids for the demolition of existing structures, removal and disposal of unusable waste materials, and the filling/restoration of post-demolition/disturbed areas. Said bids will be accepted at the Allen Township Municipal Office, located at 4714 Indian Trail Road, Northampton, PA 18067 until 1:00 PM prevailing time on Thursday, January 28th, 2021. All timely bids will then be opened and read aloud at 1:00 PM, prevailing time, January 28th, 2021 by a representative of the Township, at the Allen Township Municipal Office. Any bid received after the deadline will not be opened. Complete sets of the bidding documents, including specifications, reports and drawings may be obtained at the Allen Township Municipal Office (at the aforementioned address) or on the Allen Township website: www.allentownship.org.

Bids must be accompanied by a bid bond with a corporate surety authorized to do business in Pennsylvania, in accordance with the project specifications in the amount of 10% of the total bid amount. A Performance Bond in the amount of 100% of the contract shall be furnished by the successful bidder as detailed in the Instructions to Bidders. Bid packages are to be clearly marked "Bid for Structures Demo Allen Township". No bidder may withdraw their bid within (60) days after the date of the bid opening or later if permitted by law. The Township reserves the right to reject any and all bids or take whatever steps in its sole discretion it deems necessary to best serve the citizens and taxpayers of the municipality.

Ilene M. Eckhart
Manager
Allen Township

Respectfully,

A handwritten signature in blue ink, consisting of a large loop followed by a series of connected strokes that end in a long, horizontal flourish.

Ilene M. Eckhart

PROJECT SPECIFICATIONS

BID SECURITY, BONDING AND INSURANCE REQUIREMENTS:

I. BID SECURITY

A. Each Bid shall be accompanied by a bid security in the form and the amount of 10% of the bid if so stipulated in the Instructions to Bidders. See attached sample bid bond and performance bond form for minimum guidance as to the acceptable form of the bid bond to be provided. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

B. The form of the Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

C. The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

II. BONDING

A. The Bidder shall furnish bonds in 100% of the contract value covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

B. The cost of furnishing such bonds stipulated in the Bidding Documents shall be included in the Bid.

C. If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

III. TIME OF DELIVERY AND FORM OF BONDS

A. The Bidder shall deliver the required bonds to the Owner not later than ten days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with the bid requirements.

B. The bonds shall be dated on or after the date of the Contract.

C. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

III. INSURANCE REQUIREMENTS

A. The successful bidder, prior to commencing work, shall provide at his own expense, the following insurance to the Owner, evidenced by certificates of insurance. Each certificate shall require that notice be given, thirty (30) days prior to cancellation or material change in the policies, to Allen Township. All policies shall name Allen Township, its officers, agents, employees as additional insured. This coverage shall be reflected on the Certificates of Insurance.

Nothing contained in this section shall be construed as limiting the extent of the vendor's responsibility for payment of damages resulting from his operations under the contract.

B. Workers' Compensation including Occupational Disease and Employer's Liability Insurance.

1. Statutory – Amounts and coverage as required by Pennsylvania Workmen's Compensation and Occupational Disease Laws.

2. Employer's Liability – Bodily Injury by:

Accident \$100,000 each

Disease \$500,000 minimum policy limit

Disease \$100,000 each employee

3. Liability – The vendor shall maintain a Commercial General Liability Insurance Policy, using an occurrence form of coverage. The required coverage forms are:

Comprehensive

Premises - Operation

Contractual Insurance

Independent Contractor

The General Liability Policy shall have a minimum limit of liability of \$1,000,000 per occurrence.

Automobile Liability coverage with minimum combined single limits of \$1,000,000 per occurrence.

The Contractor shall obtain total minimum coverage limits of \$2,000,000 per occurrence. The additional limits above the General Liability and Automobile Liability policies (required above) may be provided by Excess and/or Umbrella Liability policies.

OBSERVANCE OF LAWS AND REGULATIONS. The contractor shall observe all laws and regulations pertaining to his work, including regulations of the Department of Labor and Industry, the Department of Environmental Resources, the applicable local laws or ordinances, and shall furnish as required any permits, licenses and certificates and pay any fees incidental thereto. The Contractor agrees to save harmless and fully indemnify Allen Township from all damages, costs or expenses for infringement of any patent rights as a result of use on the project of patented articles.

INSPECTION AND CHANGES. All work will be subject to inspection and acceptance by Allen Township. Allen Township will conduct a final inspection of the project site. Allen Township shall have the right to make changes in the quantities or character of the work involved. Adjustments to the contract amount to be on the unit price and/or lump sum price.

TEMPORARY SERVICES AND JOB CONDITIONS. The contractor shall be responsible for providing temporary facilities necessary to execute and protect his work. The contractor shall accept all conditions as found by him upon examination of the site. He shall cooperate in the arrangements of his work as necessary to least affect the administration or operations of present buildings, and shall keep the site clean at all times. If such modifications materially increase the unit cost of work, the increased expense will be paid by Allen Township following execution of a Change Order in a dollar amount determined by Allen Township, in its sole discretion, to be fair and reasonable. If such modifications diminish the unit cost of the work, the amount of said diminution may be retained or withheld by the Allen Township. No consequent loss of anticipated profit on work not executed will be paid to the Contractor.

LABOR REQUIREMENTS. Contractor shall complete and submit the attached non-collusion affidavit, non-discrimination sexual harassment affidavit, EEO ADA statement, and e-verify with the bid submission package.

PAYMENT TERMS. Payment will be made upon satisfactory completion of items listed on the Proposal Form. If after substantial completion of work, final completion thereof is materially delayed through no fault of the Contractor, Allen Township, may without terminating the Contract, make payment for that portion of the work completed and accepted. Upon completion, final approval and acceptance of work, the Contractor, will be paid the total amount of the Contract, subject to any authorized additions to or deductions from the Contract amount.

CONTRACT TERM. The Contract shall commence upon delivery of purchase order to Contractor. This date is estimated to be fifteen days from the bid opening (January 28, 2021 at 1 PM). On-site work should start around February 15, 2021. If weather or other conditions beyond the control of the contractor cause a delay, Allen Township will consider a time extension for completion of the project.

TEMPORARY SERVICES AND JOB CONDITIONS. The Contractor shall be responsible for providing temporary facilities necessary to execute and protect his work. The Contractor shall accept all conditions as found by him upon examination of the site.

EXCISE TAXES, PENNSYLVANIA SALES TAX. It is further understood Allen Township is exempt from all Excise Taxes. This also applies with reference to the Pennsylvania Sales Tax, however, the Contractor remains liable for the payment of Sale and Use Tax on all materials and fixtures which he purchases or uses for the purpose of fulfilling this contract, irrespective of the fact that the work is being performed for a governmental instrumentality.



AIA®

Document A310™ – 2010

SAMPLE BID BOND
FORM

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT: \$

PROJECT:

(Name, location or address, and Project number, if any)

Example

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of ,

(Contractor as Principal) (Seal)

(Witness)

(Title)

(Surety) (Seal)

(Witness)

(Title)



AIA Document A312™ – 2010

SAMPLE PERFORMANCE BOND
FORM

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place
of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

NON-COLLUSION AFFIDAVIT

Bid Proposal For: _____

State of _____:
:S.S.

County of _____:

I _____ state that I am _____ of
 {NAME} {TITLE}

_____ and that I am authorized to make this
 {NAME OF FIRM}

affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I STATE THAT:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____, its affiliates, subsidiaries, officers, directors
{NAME OF FIRM}
and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

that the above representations are material and important, and will be relied on by _____ in awarding the contract(s) for which
{NAME OF PUBLIC ENTITY}

(Signed) _____

This _____ Day of _____, 20_____

004519 - 2

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. § § 1661 et seq. governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the Owner, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Owner may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Contractor Signature: _____

Contractor Name: _____

Date: _____

Project Name: _____

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

AMERICAN WITH DISABILITIES ACT

Equal Opportunity for Individuals with Disabilities:

The Contractor and the Owner do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this Contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or Subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all **suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise** out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results **in an award of damages against the Owner or if the Owner incurs any expense to cure a violation of the ADA** which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the Contractor pursuant to this Contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this Paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and Subcontractors for any claim which may arise out of their performance of the Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they/he construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this **Agreement or otherwise at law**.

066200 E-verify Act and Form

On July 5, 2012, Gov. Corbett signed into law the Public Works Employment Verification Act (S.B. 637) which takes effect January 1, 2013.

The Act requires all public works contractors and subcontractors in Pennsylvania to use E-Verify to verify the employment eligibility of new employees and applies to projects with an estimated cost in excess of \$25,000 that are funded by the Commonwealth, or its political subdivisions, authorities, or agencies. E-Verify is an internet-based system that compares information from an employee's Form I-9, Employment Eligibility Verification, to data from the U.S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility.

(5) "Public work" means construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body where the estimated cost of the total project is in excess of twenty-five thousand dollars (\$25,000), but shall not include work performed under a rehabilitation or manpower training program.

Under the Act, a contractor must submit a verification form signed under penalty of perjury and acknowledging its compliance with the Act as a precondition of being awarded a public works contract. Subcontractors must submit the form prior to commencing work on the public works project. In addition, contractors must include in their subcontracts information about the requirements of the Act. The Department of General Services (DGS) will create the verification form and is also charged with enforcement of the Act through complaint-based as well as random audits.

A contractor or subcontractor violates the Act by failing either to use E-Verify or to provide the verification form. Sanctions for failure to use E-Verify range from a warning letter (to be posted on the DGS website) for a first violation to a one year debarment for a third and subsequent violation. A willful violation of the Act will result in a 3-year debarment. Civil penalties for failure to use the form or for false statements on the form range from \$250 to \$1,000 for each violation.

The Act provides significant protection for whistleblowers. If an employee of a contractor or subcontractor is retaliated against for instigating or cooperating in an investigation, the employee can bring suit (which must be brought within 180 days from the date the employee knew of the retaliation) to obtain reinstatement of employment and to collect three times lost wages, along with an award of attorney's fees and costs.

A contractor or subcontractor who relies in good faith on E-Verify has immunity from sanctions and shall have no liability to any individual who is not hired or is discharged from employment. Good faith is shown by a federal agency's written acknowledgment of the use of E-Verify. Contractors are not liable for violations by subcontractors.

Information on E-Verify can be found:

<http://www.uscis.gov/portal/site/uscis> and searching for e-verify.

PA DGS regulations can be found:

<http://www.pabulletin.com/secure/data/vol42/42-52/2525.html>

An electronic version of the verification form can be found at:

http://www.dgs.state.pa.us/portal/server.pt/community/construction_and_public_works/1235/public_works_employment_verification/1357211

TECHNICAL SPECIFICATIONS

The following stipulations, specifications and description of work are defined and described as Technical Specifications and it is understood and agreed that everything herein contained is hereby made part of the contract. Wherever any feature of the work is not fully set forth in these Technical Specifications, it must be understood that the same shall be governed by the rules of the best prevailing practice for that class of work, as determined by the Township's Representative.

These Technical Specifications and any drawings, maps and/or plans forming a part thereof will cover the furnishing of all labor, technical assistance, equipment, tools and materials necessary to perform the design and construction work, as required under this contract.

DRAWINGS

The following drawing is included:

1 of 1 Location Map, Site Plan, Notes and Photos

SPECIFICATIONS

The following specification sections are included:

Section 1 - Summary of Work

Section 2 - Building Demolition

Section 3 - Disposal of Interior Items

Section 4 - Demolition of Concrete Floor Slab

Section 5 - PennDOT 2RC Select Granular Material Placement and Compaction

TECHNICAL SPECIFICATION SECTION 1 - SUMMARY OF WORK

1.1 — SCOPE OF PROJECT

The intent of this project is to demolish and remove a 2-story stone building (on a stone foundation) measuring 41' x 30' (BUILDING #1) and 1-story brick outbuilding (on a concrete slab) measuring 25' x 20' (BUILDING #2) located at 614 W. 27th Street, Allen Township, Northampton County. The work consists of demolition of the building, disposal of the building components and debris as specified herein, including disposal of interior items. Minor site grading and clean-up is also required.

1.2 — WORK AREA

The site address is 614 W. 27th Street, Northampton, PA. The structures to be demolished are located on a relatively level area accessible by stone road. The property is owned by Allen Township. A location map is provided.

1.3 — WORK HOURS

The work hours at the project site are during regular Allen Township business hours which are Monday through Friday, 7:00AM to 6:00 PM. Work during different hours must have prior written approval by Allen Township. Requests for different working hours must be submitted in writing two days in advance.

1.4 — ACCESS TO WORK AREA

Access to the work area(s) will be directly from a stone road which connects to a public road. The Contractor will be required to cross an active railroad line. The Contractor must keep the Township access road clear; parking of vehicles and equipment on the road or in the vicinity of the railroad line is prohibited. The Contractor shall keep the area accessible for Allen Township Public Works operations.

1.5 — PERMITS, LAWS AND REGULATIONS

The Contractor shall procure and pay for all permits, licenses, inspections, conveniences, or other approvals necessary for the execution of the contract.

The Township has completed the removal of asbestos from the structures to be demolished. See ATTACHMENT A for all documentation.

The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property, the maintaining of surface passageways, guard fences, and/or other protective facilities.

All applicable Federal and State laws and regulations, municipal ordinances and rules and regulations of all authorities, having jurisdiction over construction of the project shall apply to the contract throughout, and they shall be deemed to be included in the contract as a part, thereof, the same as though herein written out in full.

All regulations of the Occupational Safety and Health Act are in effect on this contract. It will be the Contractor's responsibility to make himself aware of all appropriate County, State and Federal regulations that apply to this contract.

Any violations incurred from improper execution of the above provisions shall be paid for by the Contractor. Loss of time on the project from such violations will not be tolerated.

TECHNICAL SPECIFICATION SECTION 2 — BUILDING DEMOLITION

2.1 — SCOPE

The work included in this section consists of the dismantling and disposal of the materials of the structures.

2.2 — PROCEDURE

A — General — The Contractor shall inspect the building to determine the stability of the structure and formulate a plan to demolish the structure in a safe manner.

Allen Township shall arrange for disconnection of the electric and phone lines from the building before the demolition project begins. The Contractor shall locate the water line and sewer line that connect to the building. The Contractor shall cut these lines approximately five feet away from the outside of the building, plug the ends of these lines, and mark the locations with a stake that extends at least 36-inches above the finished ground.

B — Demolition — Furnish all labor, equipment and materials necessary to demolish the structures completely and remove the building components from the site, unless specified otherwise herein. The building can be simply knocked down and removed or disassembled piece by piece. All building components are considered property of the Contractor and can be salvaged and sold by the Contractor to offset the costs of the project.

Blasting or burning for demolition is not permitted.

C — Disposal — All demolished building materials are to be removed from the site, unless specified otherwise herein. The Contractor is encouraged to salvage and recycle any of the building materials. Building materials that cannot be salvaged or recycled shall be legally disposed of. The Contractor shall adhere to all DEP solid waste disposal regulations. The Contractor shall maintain copies of all landfill receipts and a list identifying items which were claimed as salvage.

Burning demolished building components or litter on-site for disposal is not permitted. The Contractor is permitted to salvage any components of the building for his own use.

D — Site Conditions — All debris, equipment and material shall be removed from the site, with the exception of suitable stone material which comprises the building walls and the foundation, which shall be used for subgrade fill. The Contractor shall leave the building demolition site in a clean and natural condition. The finished grade shall match the existing site contours. Refer to Section 4 of the Technical Specifications for requirements on preservation of the concrete floor slab of BUILDING #2.

2.3 — MEASUREMENT AND PAYMENT

Payment for building demolition shall be included in the lump sum bid for the project.

TECHNICAL SPECIFICATION SECTION 3 — DISPOSAL OF INTERIOR ITEMS

3.1 — SCOPE

The work included in this section consists of removing and disposing of interior items in the building.

3.2 — PROCEDURE

Remove and dispose of the items contained in the building. These items include but are not limited to the following;

- Bathroom Fixtures
- Electrical Fixtures
- Mechanical Equipment (furnace, water heater)
- Scrap Metal
- Wooden work benches
- Scrap lumber

The Contractor can salvage and keep these items. If the Contractor does not want these items, all items are to be disposed of according to DEP regulations. The Contractor shall maintain copies of all landfill receipts and a list identifying items which were claimed as salvage..

3.3 — MEASUREMENT AND PAYMENT

Payment for disposal of interior items shall be included in the lump sum bid for the project.

TECHNICAL SPECIFICATION SECTION 4 — PRESERVATION OF CONCRETE FLOOR SLAB BUILDING #2

4.1 — SCOPE AND PROCEDURE

The work included in this section consists of demolition and disposal of roof and walls of Building #2 **with the exception of the concrete floor slab which comprises the outbuilding floor/foundation.** The contractor shall carefully remove the roof, walls, and any other debris of Building #2 and carefully preserve the concrete slab floor of this structure. The concrete floor shall serve as a small level parking slab in the future.

Grade all areas of the former footprint of BUILDING #1 to that of former BUILDING #2 so that there is a relatively smooth transition of clean stone and earth to fill any voids and make the surface relatively smooth for vehicles, while carefully keeping the concrete slab floor of BUILDING #2 intact.

4.2 — MEASUREMENT AND PAYMENT

Payment for preservation of concrete slab shall be included in the lump sum bid for the project.

TECHNICAL SPECIFICATION SECTION 5 - PennDOT 2RC SELECT GRANULAR MATERIAL PLACEMENT AND COMPACTION

5.1 - SCOPE

This work is performing the finished grading, post demolition. Grade all areas of the former footprint of BUILDING #1 to that of former BUILDING #2 so that there is a relatively smooth transition of clean stone and earth to fill any voids and make the surface relatively smooth for vehicles, while carefully keeping the concrete slab floor of BUILDING #2 intact.

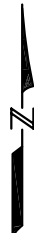
5.2 - PROCEDURE

The slab, footings and basement walls may be left in place and backfilled with stone materials from raised BUILDING #1 and PennDOT 2RC Select Granular Material. The 2RC material will be provided to the jobsite by the Township and stockpiled for use.

Mix suitable stone from the demolition of Building 1, as specified in Section 2.2.D, with 2RC Select Granular Material in 12" loose thickness (maximum) and compact with a trench roller compactor or similar. Proofroll the final pavement with a loaded triaxle dump truck and eliminate any soft areas. The finished surface of the removed building footprint should be flat and level. Grade as necessary to remove any ruts and high spots.

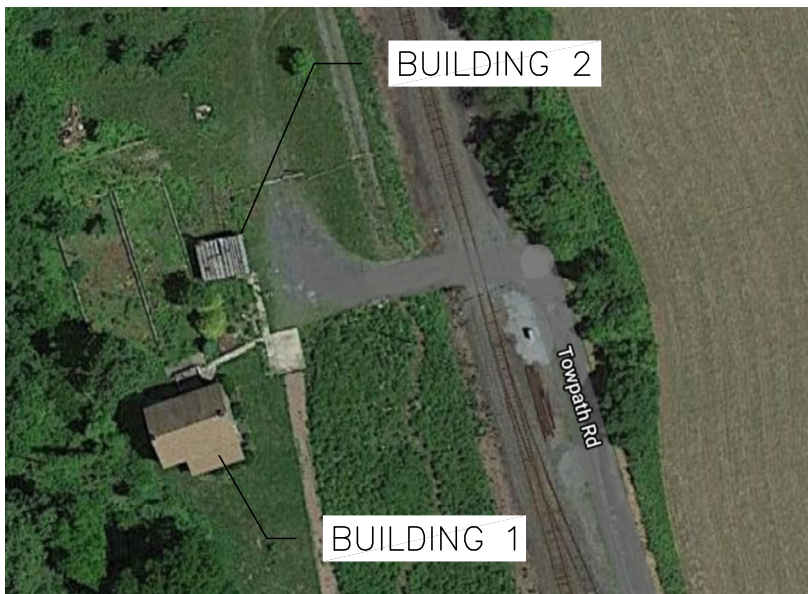
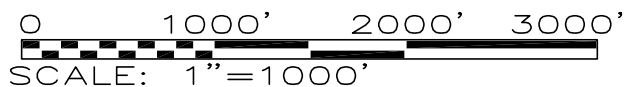
5.3 — MEASUREMENT AND PAYMENT

Payment for spreading and compaction of PennDOT 2RC shall be included in the lump sum bid for the project. Cost for this item shall include any and all necessary coordination with the Township to confirm the amount and delivery date/time of the 2RC material.



KEY MAP

SCALE: 1"=1000'



SCALE: 1"=200'



LOCATION MAP

ALLEN TOWNSHIP
NORTHAMPTON COUNTY, PA

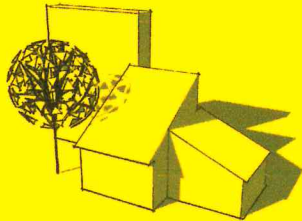
JOB NUMBER: 362117.019

DATE: 12/21/20

SCALE: AS NOTED

DRAWN BY: EJY

SHEET: LM-1



**UNIFORM CONSTRUCTION CODE
BUILDING PERMIT
PA UCC 403.42a/403.62a**

BASE ENGINEERING INC. - # A00009

Submission Date 12-9-2020 Permit Date 12-9-2020

Township/Municipality/Jurisdiction Allen Township Permit/Tracking #: 20-AT-101

Property Location 614 W. 27th Street, Northampton, PA - Building #1

Project Description Demolition of 41' x 30' 2-story stone building (stone foundation)

Applicant (if different from Owner) Allen Township

Applicant Address 4714 Indian Trail Road, Northampton, PA

Owner Name Allen Township

Address 4714 Indian Trail Rd., Northampton, PA Phone #: 610-262-7012

Total Project Building Cost NP (Provide for all commercial projects)

Final Inspection Date _____ Final Approval Date _____

Fee; Inspections NO CHARGE - Includes Plan Review and Inspections

Applicable Codes & Editions 2015 IBC

Use Group B Construction Type VB Fire Suppression N/A

Notes: _____

Permit Includes:

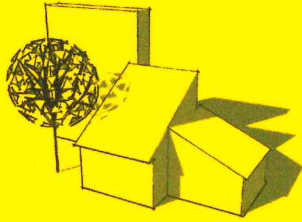
Building ☒

THIS PERMIT SHALL BE POSTED IN A VISIBLE LOCATION ONSITE UNTIL CERTIFICATE OF
OCCUPANCY IS ISSUED.

PERMIT INVALID AFTER 180 DAYS IF WORK NOT STARTED

Cindy L. Witman

Cindy L. Witman, Building Code Official



**UNIFORM CONSTRUCTION CODE
BUILDING PERMIT
PA UCC 403.42a/403.62a**

BASE ENGINEERING INC. - # A00009

Submission Date 12-9-2020 Permit Date 12-9-2020
Township/Municipality/Jurisdiction Allen Township Permit/Tracking #: 20-AT-101
Property Location 614 W. 27th Street, Northampton, PA - Building #2
Project Description Demolition of 25' x 20' 1-story brick outbuilding (excluding the concrete slab of this building)
Applicant (if different from Owner) Allen Township
Applicant Address 4714 Indian Trail Road, Northampton, PA
Owner Name Allen Township
Address 4714 Indian Trail Rd., Northampton, PA Phone #: 610-262-7012
Total Project Building Cost NP (Provide for all commercial projects)
Final Inspection Date _____ Final Approval Date _____
Fee; Inspections NO CHARGE - Includes Plan Review and Inspections
Applicable Codes & Editions 2015 IBC
Use Group B Construction Type VB Fire Suppression N/A
Notes: _____

Permit Includes:

Building ☒

THIS PERMIT SHALL BE POSTED IN A VISIBLE LOCATION ONSITE UNTIL CERTIFICATE OF
OCCUPANCY IS ISSUED

PERMIT INVALID AFTER 180 DAYS IF WORK NOT STARTED

Cindy L. Witman

Cindy L. Witman, Building Code Official



**ALM Abatement
Services, LLC**

From: ALM Abatement Service, LLC
P. O. Box 459
Coopersburg, PA 18036
(484) 955-5868
(484) 214-0204 fax
dennis@almabatement.com

LETTER OF TRANSMITTAL

Date: September 29, 2020

To: Ilene Eckhart, Manager
Allen Township
4714 Indian Trail Road
Northampton, PA 18067

WE ARE SENDIND YOU VIA:

- ☒ Regular Mail
- ☐ Overnight
- ☐ Fax
- ☐ Hand Delivery
- ☐ Email
- ☐ _____

TRANSMITTED AS CHECKED BELOW:

- | | |
|---|---|
| <input type="checkbox"/> For Your Records | <input type="checkbox"/> Reports |
| <input type="checkbox"/> For Approval | <input type="checkbox"/> Contracts |
| <input type="checkbox"/> As Requested | <input type="checkbox"/> Insurance Cert. |
| <input type="checkbox"/> For Review | <input checked="" type="checkbox"/> Manifests |
| <input type="checkbox"/> Your Signature | <input type="checkbox"/> 10 Day Notice |
| <input type="checkbox"/> Final | <input type="checkbox"/> Licenses |
| <input type="checkbox"/> _____ | <input type="checkbox"/> Release |

Date	Copies	Description

Remarks:

**Asbestos Abatement
Abandoned Residence
614 W. 27th Street
Northampton, PA 18067
Manifest No. 529612**

Copies: File

D.J. Bincarosky

Dennis J. Bincarosky, Partner

SERVICE TRANSPORT GROUP, INC. 394290

47

301 OXFORD VALLEY ROAD, SUITE 803B, YARDLEY, PA 19067

PHONE: (267) 399-9411

No 529612

WASTE SHIPMENT RECORD

S.T.G. # 80796

GENERATOR

1. Material Origin Site Abandoned Residence 614 W. 27th STREET Northampton, PA 18067	Generator: Name/Address Allentownship 4714 Indian Trail Road Northampton, PA 18067 Irene Eckhart, Manager	Generator: Phone # 610-262-7012
2. Removal Contractor: Name/Address ALM Abatement Services, LLC 3178 Old Bethlehem Pike Coopersburg, PA 18036	Contractor: Phone # 610-301-5189	
3. Responsible Agency: Name/Address U.S. EPA 1650 Arch ST. Fl. #2 Philadelphia, PA 19103	4. US DOT Class - FRIABLE ASBESTOS ONLY NA2212, Asbestos, 9, PG III, RQ	
5. Description of Materials Specify Friable or <u>Non-Friable</u>	Containers No. 6 Type <u>Barrels</u>	Total Quantity (yd³) 2 yd ³
IF Friable (enter required information)	1 <u>DRUMS</u>	
IF Non-Friable (check one): <input checked="" type="checkbox"/> Category I <input type="checkbox"/> Category II		
6. Special Handling Instructions 24-hour emergency spill response no. 800-424-9300		
7. Generator Certification: This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transport by highway according to the applicable regulations of the Department of Transportation, US E.P.A., and any other state government agency. I certify that the foregoing is true and correct to the best of my knowledge. If the waste shipment is not as I stated, I accept the RETURN of the COMPLETE LOAD to the generator's service location at the generator's expense.		

Printed/Typed Name & Title Kyle Sheckler Partner	Signature 	Date 6/15/2020
--	----------------------	--------------------------

TRANSPORTER

8. Transporter 1 (Acknowledgement of Receipt of Materials) If blank, see Transporter 2 or 3 below.		
Company Name & Address ALM Abatement Services, LLC 3178 Old Bethlehem Pike Coopersburg, PA 18036	Signature: Printed Name: Kyle Sheckler Title: Partner	Telephone No. 610-301-5189 Date: 6/15/2020

9. Transporter 2 (Acknowledgement of Receipt of Materials) If Transporter 1 & 2 are blank, Transporter 3 serves as sole transporter.		
Company Name & Address	Signature: _____ Printed Name: _____ Title: _____	Telephone No. _____ Date: _____

DISPOSAL SITE

10. Transporter 3 (Acknowledgement of Receipt of Materials)		
Company Name & Address Service Transport Group, Inc. 301 Oxford Valley Road, Suite 803B Yardley, PA 19067	Signature: Printed Name: M. Solomon Title: DRIVER	Telephone No. 267-399-9411 Date: 9-8-20

11. Discrepancy Indication Space:			
12. Waste Disposal Site Owner or Operator's Certification (Receipt of above Waste except as noted in 11)			
Waste Disposal Site (Check One) Alliance Landfill <input type="checkbox"/> 398 S. Keyser Ave. Taylor, PA 18517-1009 570-562-1600 Permit No. 100933	Minerva Landfill <input checked="" type="checkbox"/> 8955 Minerva Rd. Waynesburg, OH 44688 330-866-3435 Permit No. P0104984	STG USE ONLY Signature: Printed Name: M. Solomon Title: _____	Date: 9/9/20

ASBESTOS INSPECTION REPORT

ALM Project #J-20034



Property: Abandoned Residence
614 W. 27th Street
Northampton, PA 18067

Prepared for: Allen Township
4714 Indian Trail Road
Northampton, PA 18047

Date: March 18, 2020

A.L.M. Abatement Services, LLC

May 18, 2020

Ms. Ilene Eckhart, Township Manager
Allen Township
4714 Indian Trail Road
Northampton, PA 18067

Re: Pre-Demolition Asbestos Inspection
Former Single Family Residence
614 W. 27th Street, Northampton PA 18067
ALM Project Number J-20034

Dear Mr. Logan:

ALM Abatement Services, LLC was contracted by Allen Township to perform an inspection for the presence of asbestos containing materials in a former single family residence located at 614 W. 27th Street Northampton, PA 18067. The inspection was performed on Wednesday, May 13, 2020 as a prerequisite to the complete demolition of the structure. The inspection was completed by Dennis J. Bincarosky, who is licensed (#02859) and certified by the Commonwealth of Pennsylvania to perform inspections for the presence and condition of asbestos containing materials. A copy of Mr. Bincarosky's license is attached to this report.

Background

The building inspection was performed for both friable and non-friable types of asbestos containing building materials. An asbestos containing material (ACM) is any building material that contains more than 1% of asbestos fibers by weight. Friable materials are defined as any asbestos containing material that, when dry, can be pulverized to dust with hand pressure. Friable asbestos materials must be abated prior to the demolition of a structure. Examples of friable asbestos materials are pipe insulation, boiler insulations, and acoustical plaster.

A non-friable type of asbestos material cannot normally be crumbled with hand pressure. Non-friable asbestos materials can remain in a building that is being demolished. This is allowed as long as the material is in good condition prior to the start of the work, and the material will not become damaged as a part of the demolition process. Typically, non-friable materials such as roofing felts, floor tiles, gasket materials, and adhesives are the types of building materials that do not become friable during a demolition. A certain class of non-friable materials such as transite sheeting is the exception. Transite sheeting will very likely become friable and must be abated prior to demolition.

Please note, all demolition debris that contains a non-friable asbestos material must be disposed of in a landfill that is regulated to accept these types of wastes. Also, the EPA's NESHAP regulations require that water must be sprayed onto the structure during all demolition and waste loading in order to minimize dust.

Property Description:

The inspected property is an abandoned single family residence that is approximately 28' wide by 36' long by 3 stories high. The house was constructed using gray stone with interior wood framing. The house has a full basement and an unfinished walk-up attic. The roof is covered with asphalt shingles. The exterior soffit, fascia and trim are painted wood. The interior walls and ceilings throughout the 1st and 2nd floors are plaster. Several rooms have textured or popcorn finishes on the walls or ceiling. The flooring throughout is mix of carpet, linoleum, wood tongue & groove beneath newer plank flooring. 9" x 9" floor tile with black adhesive was observed on the concrete floor in the basement. Heat was provided using an oil burning radiant system that is located in the basement. No suspect insulations were observed on any of the heat or water piping.

Potential Asbestos Materials:

Below is the list of the potential asbestos building materials that were observed during the on-site inspection of the residence:

- Exterior Window Glazing
- Plaster
- Textured Finish on Plaster
- Popcorn Finish on Plaster Ceilings
- Linoleum (White Flowers with Red Background)
- Linoleum (Gray)
- Linoleum (Blue)
- Linoleum (White)
- 9" x 9" Floor Tile (Basement)
- Floor Tile Adhesive (Black on Concrete)
- 9" x 9" Floor Tile (Front Porch)
- Tar Paper (Below Flooring on Front Porch)

A total of 21 samples of the suspicious materials were collected and submitted for analysis using Polarized Light Microscopy - EPA 600/R-93/116 (PLM). The sample analysis was performed by AmeriSci Richmond, 13635 Genito Road, Midlothian, VA 23112. The analytical results are attached to this report.

Results:

9" x 9" Floor Tile in Basement: Sample No. 1 was taken of the 9" x 9" floor tile that is located in the basement. The tile was found to contain approximately 2% asbestos fibers and must be considered an asbestos containing material. Approximately 480 square feet of the asbestos tile is present. The floor tile will need to be abated if the basement concreted floor is going to be broken up and used as backfill.

Page 3 of 3
ALM Job No. J-20034
May 18, 2020

Please note, it is possible that a new potential asbestos material may be uncovered during the demolition. Please stop all demolition and contact our office if any new suspect materials are discovered. Feel free to contact our office at any time if you have any questions or you are in need of any additional services.

Sincerely,
ALM Abatement Services



Dennis J. Bincarosky
Partner

Laboratory Sampling Results



AmeriSci Richmond

13635 GENITO ROAD
MIDLOTHIAN, VA 23112
TEL: (804) 763-1200 • FAX: (804) 763-1800

May 15, 2020

ALM Abatement Services
Attn: Dennis Bincarosky
3178 Old Bethlehem Pike
Coopersburg, PA 18036

RE: ALM Abatement Services
Job Number 120051386
P.O. #J-20034
J-20034; *ALLEN TWP.*, 614 W 27th Street, Northampton, PA

Dear Dennis Bincarosky:

Enclosed are the results for PLM asbestos analysis of the following ALM Abatement Services samples received at AmeriSci on Thursday, May 14, 2020, for a 48 hour turnaround:

01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21

The 21 samples contained in zip lock bag were shipped to AmeriSci via Fed Ex 8147 2829 7259 B. These samples were prepared and analyzed according to EPA PLM Method (EPA 600/R-93/116 Section 2.2). The required analytical information, analysis results, analyst signature and laboratory identification are contained in the PLM Bulk Asbestos Report. If TEM analysis was requested for selected samples the gravimetric reduction data (by Sec 2.3) and TEM Asbestos % (by Sec 2.5) are included in Table 1 along with a summary of Asbestos % by PLM for all samples analyzed.

This report relates ONLY to the sample analysis expressed as % asbestos. AmeriSci assumes no responsibility for customer supplied data such as "sample type", "location", or "area sampled". This report must not be used to claim product endorsement by AmeriSci, NVLAP or any agency of the U. S. Government. The National Institute of Standards and Technology accreditation requirements mandate that this report must not be reproduced, except in full, without the written approval of the laboratory. This report may contain specific data not covered by NVLAP or ELAP accreditations, if so identified in relevant footnotes.

AmeriSci appreciates this opportunity to serve your organization. Please contact us for any further assistance or with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Brian Keith".

T. Brian Keith

Laboratory Director

Authorized Signatory

**AmeriSci Richmond**

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

PLM Bulk Asbestos Report

ALM Abatement Services
Attn: Dennis Bincarosky
3178 Old Bethlehem Pike

Coopersburg, PA 18036

Date Received 05/14/20 AmeriSci Job # 120051386

Date Examined 05/15/20 P.O. #

Page 1 of 6

RE: J-20034; ALLEN TWR, 614 W 27th Street, Northampton,
PA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
01 Bulk Mater Location: Basement, 9" x 9" Analyst Description: Gray, Homogeneous, Non-Fibrous, 5/13/2020 Asbestos Types: Chrysotile 2.0 % Other Material: Non-fibrous 98 %	120051386-01	Yes	2 % (by CVES) by Gordon T. Saleeby on 05/15/20
02 Location: Basement, Black, On Concrete Floor; Mastic Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %	120051386-02	No	NAD (by CVES) by Gordon T. Saleeby on 05/15/20
03 Location: 1st Floor, Hallway, Blue w/ Black Backing; Linoleum Analyst Description: Blue, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 60 %, Synthetic fibers 5 %, Non-fibrous 35 %	120051386-03	No	NAD (by CVES) by Gordon T. Saleeby on 05/15/20
04 Location: Fire Place Room, White; Linoleum Analyst Description: White, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 35 %, Synthetic fibers 5 %, Non-fibrous 60 %	120051386-04	No	NAD (by CVES) by Gordon T. Saleeby on 05/15/20
05 Location: Fire Place Room, Black on Wood; Tar Paper Analyst Description: Black, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 80 %, Synthetic fibers 15 %, Non-fibrous 5 %	120051386-05	No	NAD (by CVES) by Gordon T. Saleeby on 05/15/20

Client Name: ALM Abatement Services

PLM Bulk Asbestos Report

J-20034; ALLEN TWP., 614 W 27th Street, Northampton, PA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
06	120051386-06.1	No	NAD
Location: Fire Place Room, with Textured Coating; Plaster			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: White, Homogeneous, Non-Fibrous, Textured Material			
Asbestos Types:			
Other Material: Cellulose 10 %, Non-fibrous 90 %			
06	120051386-06.2	No	NAD
Location: Fire Place Room, with Textured Coating; Plaster			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: Off White, Homogeneous, Non-Fibrous, Skim Coat (Plaster)			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
06	120051386-06.3	No	NAD
Location: Fire Place Room, with Textured Coating; Plaster			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: Off-White/Lt.Gray, Homogeneous, Non-Fibrous, Base Coat (Plaster)			
Asbestos Types:			
Other Material: Animal hair 2 %, Non-fibrous 98 %			
07	120051386-07.1	No	NAD
Location: Kitchen, Wall, with Textured Coating; Plaster			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: White, Homogeneous, Fibrous, Textured Material			
Asbestos Types:			
Other Material: Cellulose 10 %, Non-fibrous 90 %			
07	120051386-07.2	No	NAD
Location: Kitchen, Wall, with Textured Coating; Plaster			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: Lt. Tan, Heterogeneous, Non-Fibrous, Skim Coat (Plaster)			
Asbestos Types:			
Other Material: Animal hair Trace, Non-fibrous 100 %			
07	120051386-07.3	No	NAD
Location: Kitchen, Wall, with Textured Coating; Plaster			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: Lt. Brown, Homogeneous, Non-Fibrous, Cementitious, Base Coat (Plaster)			
Asbestos Types:			
Other Material: Animal hair 2 %, Non-fibrous 98 %			

Client Name: ALM Abatement Services

PLM Bulk Asbestos Report

J-20034; ALLEN TWP., 614 W 27th Street, Northampton, PA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
08	120051386-08	No	NAD
Location: Kitchen, Ceiling; Popcorn Texturing			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
09	120051386-09	No	NAD
Location: Living Room, Ceiling; Popcorn Texturing			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
10	120051386-10.1	No	NAD
Location: Hallway, Wall, Smooth Finish; Plaster			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: White, Homogeneous, Non-Fibrous, Skim Coat (Plaster)			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
10	120051386-10.2	No	NAD
Location: Hallway, Wall, Smooth Finish; Plaster			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: Brown, Heterogeneous, Non-Fibrous, Base Coat (Plaster)			
Asbestos Types:			
Other Material: Animal hair 2 %, Non-fibrous 98 %			
11	120051386-11	No	NAD
Location: Bedroom #4, White Flower, w/Black Backing; Linoleum			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: Gray/Red, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 60 %, Synthetic fibers 10 %, Non-fibrous 30 %			
12	120051386-12	No	NAD
Location: Bedroom #3, Lt. Gray, w/Black Backing; Linoleum			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: Lt. Gray/White, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 60 %, Synthetic fibers 10 %, Non-fibrous 30 %			

PLM Bulk Asbestos Report

J-20034; ALLEN TWP ; 614 W 27th Street, Northampton, PA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
13	120051386-13	No	NAD
Location: Attic, Grey with Gray Backing; Linoleum			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: Blue, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 50 %, Synthetic fibers 10 %, Non-fibrous 40 %			
14	120051386-14.1	No	NAD
Location: Bedroom #3, Smooth Finish; Plaster			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: Off White, Heterogeneous, Non-Fibrous, Skim Coat (Plaster)			
Asbestos Types:			
Other Material: Animal hair Trace, Non-fibrous 100 %			
14	120051386-14.2	No	NAD
Location: Bedroom #3, Smooth Finish; Plaster			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: Lt. Brown, Homogeneous, Non-Fibrous, Cementitious, Base Coat (Plaster)			
Asbestos Types:			
Other Material: Animal hair 2 %, Non-fibrous 98 %			
15	120051386-15	No	NAD
Location: Wood Framed Windows, Exterior Side; Glazing			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: Gray/White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Fibrous Talc Trace, Non-fibrous 100 %			
16	120051386-16.1	No	NAD
Location: Bedroom #2, Wall, Smooth Finish; Plaster			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: Off White, Homogeneous, Non-Fibrous, Skim Coat (Plaster)			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
16	120051386-16.2	No	NAD
Location: Bedroom #2, Wall, Smooth Finish; Plaster			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: Brown, Homogeneous, Non-Fibrous, Base Coat (Plaster)			
Asbestos Types:			
Other Material: Animal hair 2 %, Non-fibrous 98 %			

Client Name: ALM Abatement Services

PLM Bulk Asbestos Report

J-20034; ALLEN TWP; 614 W 27th Street, Northampton, PA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
17	120051386-17.1	No	NAD
Location: Bedroom, #1, Ceiling, w/Textured Coating; Plaster			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: White, Homogeneous, Non-Fibrous, Textured Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
17	120051386-17.2	No	NAD
Location: Bedroom, #1, Ceiling, w/Textured Coating; Plaster			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: White, Heterogeneous, Non-Fibrous, Skim Coat (Plaster)			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
17	120051386-17.3	No	NAD
Location: Bedroom, #1, Ceiling, w/Textured Coating; Plaster			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: Brown, Homogeneous, Non-Fibrous, Base Coat (Plaster)			
Asbestos Types:			
Other Material: Animal hair 2 %, Non-fibrous 98 %			
18	120051386-18.1	No	NAD
Location: Living Room, Wall, Smooth Finish; Plaster			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: White, Homogeneous, Non-Fibrous, Skim Coat (Plaster)			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
18	120051386-18.2	No	NAD
Location: Living Room, Wall, Smooth Finish; Plaster			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Base Coat (Plaster)			
Asbestos Types:			
Other Material: Animal hair 2 %, Non-fibrous 98 %			
19	120051386-19	No	NAD
Location: Living Room, Ceiling; Popcorn Texturing			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

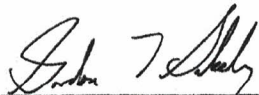
PLM Bulk Asbestos Report

J-20034; ALLEN TWP; 614 W 27th Street, Northampton, PA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
20	120051386-20	No	NAD
Location: Porch, 9" x 9" Green, with Black Backing; Floor Tile (thin)			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: Green, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 50 %, Synthetic fibers 10 %, Non-fibrous 40 %			
21	120051386-21	No	NAD
Location: Porch, Black, on Concrete; Tar Paper			(by CVES) by Gordon T. Saleeby on 05/15/20
Analyst Description: Brown/Black, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Cellulose 65 %, Synthetic fibers 15 %, Non-fibrous 20 %			

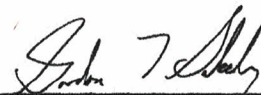
Reporting Notes:

Analyzed by: Gordon T. Saleeby



Date: 5/15/2020

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 101904-0) 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, 146, 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.

Relinquished By: D.J. Bincarsky Date/Time: 5/13/20 VIA
 Received By: FLD-EX Date/Time: _____
 Relinquished By: _____ Date/Time: _____
 Received By: _____ Date/Time: _____

BULK CHAIN OF CUSTODY
 AMERISCI RICHMOND
 13635 GENITO ROAD
 MIDLOTHIAN, VA 23112
 TOLL FREE: (800) 476-5227
 PHONE: (804) 763-1200
 FAX: (804) 763-1800
 WWW.AMERISCI.COM

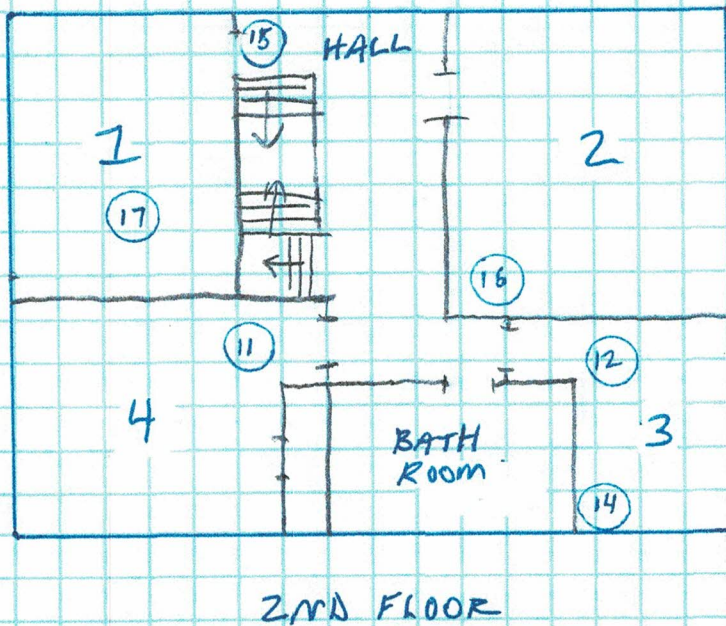
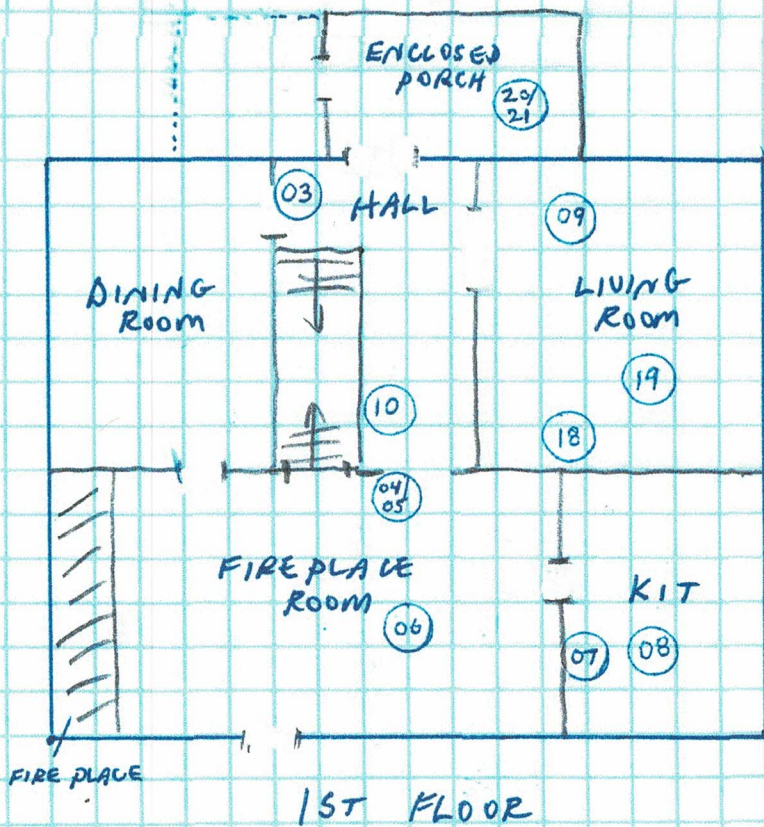


Company: **ALM Abatement Services, LLC** Project: ALLEN TOWNSHIP AmerisCi #: 120051386
 Street Address: P. O. Box 459 Proj Mgr: Dennis Bincarsky Proj #: J-20034
 City: Coopersburg State: PA Zip: 18036 Proj Address: 614 W. 27th Street Proj State: Northampton, PA
 Phone: 484-955-5868 Cell: N/A Analysis: ☒ PLM; ☐ Positive Stop; ☐ TEM; ☐ NY ELAP PLM/TEM w/ NOB Prep.
 Fax Results? ☐ Y ☐ N Fax #: 484-214-0204 ASTM Dust ☐ (Microvac) ☐ (Wipe); ☐ Qualitative; ☐ NY ELAP 198.8 Vermiculite
 Email Results? ☒ Y ☐ N Email: dennis@almabatement.com Turnaround Time: 48 hr Material Type: ☒ Bulk ☐ Dust ☐ Water
 Results to: Dennis Bincarsky Sampled By: D.J. Bincarsky Date Sampled: May 13 2020
 Special Instructions or Comments: _____

Predemo Inspection of the former Single Family Residence

Lab ID	Field ID	Location	Sample Description (dust area)	Homogenous Area
	01	Basement, 9" x 9", Gray	Floor Tile	
	02	Basement, Black, On Concrete Floor	Mastic	
	03	1st Floor, Hallway, Blue w/ Black Backing	Linoleum	
	04	Fire Place Room, White	Linoleum	
	05	Fire Place Room, Black on Wood	Tar Paper	
	06	Fire Place Room, with Textured Coating	Plaster	
	07	Kitchen, Wall, with Textured Coating	Plaster	
	08	Kitchen, Ceiling	Popcorn Texturing	
	09	Living Room, Ceiling	Popcorn Texturing	
	10	Hallway, Wall, Smooth Finish	Plaster	
	11	Bedroom #4, White Flower, w/Black Backing	Linoleum	
	12	Bedroom #3, Lt. Gray, w/Black Backing	Linoleum	
	13	Attic, Gray with Gray Backing	Linoleum	RECEIVED
	14	Bedroom #3, Smooth Finish	Plaster	
	15	Wood Framed Windows, Exterior Side	Glazing	MAY 14 2020
	16	Bedroom #2, Wall, Smooth Finish	Plaster	By <u>Y</u>
	17	Bedroom, #1, Ceiling, w/Textured Coating	Plaster	

Sample Locations



SAMPLE LOCATIONS

ALLEN TOWNSHIP
ABANDONED RESIDENCE
614 W. 27TH STREET
NORTHAMPTON PA 18067

Photograph



View of Asbestos Containing Floor Tile in Basement

Asbestos Building Inspector's License

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF LABOR AND INDUSTRY
ASBESTOS OCCUPATIONS CERTIFICATION

DENNIS J BINCAROSKY
3178 OLD BETHLEHEM PIKE
COOPERSBURG PA 18036

Birthdate: 8/8/1969	Certification Number: 002859
Sex: M	Class: INSPECTOR
Eye Color: BLU	Issue Date: 3/31/2020
Height: 5 Ft 0 In	Expiration Date: 3/4/2021

INSTRUCTIONS:

Congratulations! Your Asbestos Occupations Certification Application has been processed.

This form is valid as a temporary Asbestos Occupations Certification for up to 60 days from the re-opening of PennDOT locations. You must carry it on your person or have it accessible while on a jobsite. Once PennDOT and L&I re-open, your official bar-code letter will be mailed to the address listed above.

Check the printed information on this form. If an error has been made in printing or if you do not receive your bar code letter within 60 days of PennDOT and L&I re-opening, notify the Bureau of Occupational and Industrial Safety IMMEDIATELY at 717-772-3396 or CALBOIS@pa.gov. Do NOT make any corrections on this form.

For more information on the PA Asbestos certification program, visit www.dli.pa.gov. For information on PennDOT's photo licensing centers, visit www.dmv.pa.gov.