



INVITATION TO BID: DEMOLITION OF TWO RESIDENTIAL STRUCTURES IN THE CITY OF PITTSTON BY DURYEА BOROUGH / NORTHEAST PA LAND BANK ADMINISTERED BY THE CITY OF PITTSTON RDA

BACKGROUND:

The North East Pa Land Bank has acquired 2 vacant and blighted residential structures that pose a threat to neighborhood health and safety. The best course of action to combat neighborhood blight is to demolish the structures which are infeasible to rehabilitate. The Redevelopment Authority of the City of Pittston and Duryea Borough on behalf of the North East Pennsylvania Land Bank, respectively, is soliciting demolition bids from contractors for this work. The work requires adhering to all environmental regulations as set forth by the Clean Air Act, as amended, 42 U.S.C. 1857 et.seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15.

PROPOSAL SUBMITTAL PROCESS

Invitations to bid can be obtained via e-mail request to sbonacci@pittstonrda.com or are available for download on the City of Pittston Redevelopment Authority website at pittstonrda.com. Bids are due in hard copy form to the **Redevelopment Authority of the City of Pittston by 3:00PM October 14, 2024**. Bids should be sealed in envelopes marked with *"Demolition Proposal."* All bids will be opened and publicly read at 3:00PM at the Redevelopment Authority Offices located at 35 Broad St Suite 202 Pittston PA 18640. A pre-bid conference will not be held for this project. Questions regarding this Invitation to Bid can be directed to Shannon Bonacci, Deputy Director of the Pittston RDA at sbonacci@pittstonrda.com.

PROPOSAL REQUIREMENTS

Proposals must include:

- 1) Firm's experience & qualifications statement
- 2) Price on a per unit basis
- 3) All required attachments: bid bonds, non-collusion form, non-discrimination form

All proposals must be from licensed contractors who have experience with demolition projects of a similar scope and size. Contractors will be required to submit a performance bond, and a payment bond in the amount of 10% of the total contract price, bid qualifications statement, non-collusion affidavit, and non-discrimination form.

Bids shall be on a unit price basis. The lowest, most qualified bidder will be awarded the project. Any bids over \$25,000 will require PA Prevailing Wages, please see attached wage rates applicable to this project.

Site visits are a requirement of the project. Contractors must visit project locations to investigate conditions and evaluate the means and methods of construction required to fulfill the obligations of the work scope, environmental considerations, and safety precautions required for the job.

Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs. The successful bidder will be required to furnish insurance listing the City of Pittston and Commonwealth Financing Authority as Additional Insureds.

PROJECT SCOPE & TIMELINE

There are two separate projects and each will be awarded separately.

Project 1: 273 North Main St Pittston, PA 18640

This project consists of the demolition of a residential structure located at 273 North Main Street in Pittston. The attached environmental report outlines the hazardous materials located at the site. Bidders are responsible for working with certified hazardous materials companies to properly dispose of asbestos and lead-contaminated items at the site, following instructions from LaBella as indicated on the report. Properties will be subject to environmental monitoring and should be included in the bid price.



Project 2: 160 Butler Street Pittston, PA 18640

Project 2 consists of the demolition of a residential structure located at 160 Butler Street in Pittston. A “Do Not Enter” letter is attached to the bid package indicating the unsafe nature of the residence. Contractors are required to assume that asbestos and lead-contaminated items are at the site and are further required to properly handle and dispose of items in accordance with all environmental regulations. Properties will be subject to environmental monitoring and should be included in the bid price.



Both project sites include:

- Disconnection and termination of existing utilities
- Erosion and sediment controls
- Maintenance and protection of traffic
- Backfill, seeding, and stabilization of the site
- Removal and disposal of waste including asbestos and lead materials, and related work

Project Timeline:

Work should commence within 30 days of the Notice to Proceed date. Contractors will be issued a 65-day contract in order to complete the work required at both locations. Final completion will be expected at the 75-day mark.

PROPOSAL EVALUATION

Bids will be evaluated based on the lowest, most qualified response. The Pittston City Redevelopment Authority reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work. Proposals will be awarded within 30 days upon receipt of a successful bid.

ATTACHMENTS

Non-Collusion Affidavit

Non-Discrimination Form

Bid Bond

Qualifications Statement

PA Prevailing Wage Rates

Environmental Report 273 N Main St

Environmental Do Not Enter Letter 160 Butler St

SECTION 004519 – NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I _____, being first duly sworn, deposes and says that:
(Print Name)

(1) I am _____ of
(Title)
_____, the Bidder that has submitted the
(Name of Firm)
attached bid;

(2) I am fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantages against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title)

Subscribed and sworn to before me
This ____ day of _____, 20____.

(Title)

My Commission Expires _____

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE (Grants)

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lit places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as

required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

- 8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- 9. The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 10. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Signature

Date

Print

Company Name



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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: I:==JNone

CJ

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 tenn 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

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

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Payment 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: *c=)None* See Section 18

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 Payment 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 to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 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.

§ 16.4 **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.

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

§ 17 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.

§ 18 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

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm:

Address:

2. SUBMITTED TO:

3. SUBMITTED FOR:

Owner:

Project Name:

TYPE OF WORK:

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Title:

Phone:

Email:

5. AFFILIATED COMPANIES:

Name: _____
Address: _____

6. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner: _____
Doing Business As: _____
Date of Organization: _____

PARTNERSHIP

Date of Organization: _____
Type of Partnership: _____
Name of General Partner(s): _____

CORPORATION

State of Organization: _____
Date of Organization: _____
Executive Officers:
- President: _____
- Vice President(s): _____

- Treasurer: _____
- Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

JOINT VENTURE

State of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

Bonding Agent: _____

Address: _____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

Account Manager: _____

Phone: _____

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE
LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever defaulted on or failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever defaulted on or failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture) within the past seven (7) years, been involved in any judgments, claims, disputes or litigation?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture) within the past seven (7) years, made claims, made requests for extra compensation, made requests for additional compensation and/or similar claims/requests?

YES NO

If YES, attach as an Attachment details of the top ten (10) such projects including Project Owner's contact information, list of the claims/requests including a description, a dollar amount and the original contract price for the project. The ranking of the top ten (10) projects shall be based on the dollar amount of the claims/requests.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: _____

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20__

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES: _____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person Name: Address: Telephone:	Design Engineer Name: Company: Telephone:	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

-Make Additional copies of sheet if necessary

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

-Make Additional copies of sheet if necessary

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person Name: Address: Telephone:	Design Engineer Name: Company: Telephone:	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

-Make Additional copies of sheet if necessary

The Bureau of Labor Law Compliance updated its Pennsylvania Building Journeyman Laborer Notes to clarify existing tasks performed throughout the Commonwealth. The "Building Laborer Notes" link on the Bureau's website provides a list of those tasks that should be read in conformity with custom and usage of the construction industry in the geographic region in which they are utilized.

Project Name: Two Residential Structures Demo
General Description: Project to demolish two residential structures and restore sites
Project Locality: Pittston City
Awarding Agency: Pittston City
Contract Award Date: 10/15/2024
Serial Number: 24-08408
Project Classification: Residential - *FOR RESIDENTIAL USE ONLY*
Determination Date: 9/17/2024
County: Luzerne
Assigned Field Office: Scranton
Field Office Phone Number: (570)963-4577
Toll Free Phone Number: (877)214-3962

Residential *FOR RESIDENTIAL USE ONLY*

Find:

Search returned 14 record(s)

<u>Contractor Craft</u>	<u>Hourly Rate</u>	<u>Fringe Benefits</u>	<u>Total</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Bricklayer	\$16.10	\$1.00	\$17.10	02/17/2012	
Carpenter (Including Drywall Hanging)	\$15.46	\$3.75	\$19.21	02/28/2012	
Cement Mason/Concrete Finisher	\$30.10	\$8.38	\$38.48	02/17/2012	
Electricians	\$20.41	\$14.10	\$34.51	06/01/2019	
Elevator Mechanic	\$41.33	\$21.79	\$63.12	02/17/2012	
laborer	\$18.12	\$19.53	\$37.65	05/01/2021	
Laborer, Unskilled (Including Brick Mason Tenders)	\$10.93	\$3.43	\$14.36	02/17/2012	
Plumber/Pipefitter	\$30.78	\$14.59	\$45.37	06/01/2019	
Plumbers and Steamfitters	\$44.74	\$21.82	\$66.56	12/01/2020	
Plumbers and Steamfitters	\$35.27	\$16.61	\$51.88	12/01/2023	
Power Equipment Operators (Backhoe, Bulldozer, Loader, and Roller)	\$29.06	\$16.78	\$45.84	02/17/2012	
Power Equipment Operators (Pavers)	\$15.11	\$9.26	\$24.37	02/17/2012	
Roofers	\$28.50	\$20.87	\$49.37	05/01/2019	
Sheet Metal Worker HVAC Duct Work	\$28.93	\$18.29	\$47.22	02/17/2012	

**Bureau of Labor Law Compliance
Labor & Industry Building
Room 1301
651 Boas Street
Harrisburg PA 17121
(717)705-5969
Email: [LI](#), [SLMR-LLC](#)**

Section 7, Item H.



June 4, 2024

Mr. Joe Chacke
Pittston City Redevelopment Authority
35 Broad Street - Pittston City Hall, Suite 200
Pittston, PA 18640

Re: Summary of the Pre-Demolition Hazardous Materials Inspection
Pittston City Redevelopment Authority
273 N. Main Street
Pittston, PA 18640
February 20 - 21, 2024

Summary:

On May 2nd & 8th, 2024, LaBella Associates was at 273 N. Main Street, Pittston, Pennsylvania to perform a hazardous materials inspection prior to upcoming demolition of the facility. A thorough inspection was attempted to determine whether suspect building components contain asbestos, and a hazardous building products inspection (i.e. fluorescent light tubes, ballasts, thermostats, lead paint, etc...) for disposal requirements.

The limits of the inspection were defined by Brian Poplarchick, Project Manager, LaBella Associates and Joe Chacke, Executive Director, Pittston City Redevelopment Authority. As requested, LaBella Associates conducted a hazardous materials inspection. The inspector and a representative from the Pittston City Redevelopment Authority determined the building to be unsafe to traverse. The inspection was limited to the building exterior, 2nd floor and 3rd floor. They attempted to collect samples in areas with safe access. Primary building materials consisted of wood, brick, concrete, stone, block, drywall, and plaster. Requested sampling can be found below:

The inspection / testing focused on the following materials:

- Asbestos-Containing Materials
- Lead-Based Paint
- Visual Inspection for Hazardous Materials: Light bulbs, ballasts, mercury thermostats, etc.

ASBESTOS-CONTAINING MATERIALS INSPECTION

ASBESTOS INSPECTION METHODS & ANALYTICAL METHODOLOGY:

The inspection was performed by Walt Rehrig (PA Asbestos Inspector #002872).

The inspection process included:

- Inspecting the building to identify any "suspected" asbestos-containing materials that were previously not identified or considered suspect. The inspection included noting locations and assessing the condition of each "suspected" or previously known asbestos-containing material.



- Collecting representative samples from "suspected" asbestos-containing materials in order to identify the presence of asbestos. Materials sampled as part of the inspection included linoleum & associated mastics/adhesives, floor tiles & associated mastics/adhesives, sheetrock & associated joint compounds, plaster, ceiling tiles, cove base & associated mastics/adhesives, window glazing, door caulk, wall adhesive pucks and sink undercoating.
- Making a descriptive notation of sample locations in the sampling log and on drawings in order to locate the sites at future dates.

SUSPECT ASBESTOS-CONTAINING BUILDING MATERIAL INSPECTION FINDINGS

Analytical results for this project can be found in the table below. A licensed PA Asbestos inspector performed the inspection and submission of samples with corresponding chain of custody documents.

The inspection was limited by unsafe structural integrity within the building. Sample collection was limited to areas of the 2nd & 3rd floor.

Schneider Laboratories Global Inc. Accredited Analytical results, associated chains of custody provided by LaBella Associates and sample location descriptions for PLM samples can be found in the appendices, attached hereto.

273 N. Main Street Pittston, PA

Pre-Demolition Asbestos Survey Results

Date: May 2nd & 8th, 2024

SAMPLE #	MATERIAL	LOCATION	QUANTITIES	% ASBESTOS
001 TO 002	12" X 12" CEILING TILE	273 N. MAIN STREET - 2 ND FLR. KITCHEN	---	NONE DETECTED
003	12" X 12" FLOOR TILE (GREEN)	273 N. MAIN STREET - 2 ND FLR. KITCHEN	---	NONE DETECTED
004	SHEETGOODS (SMALL SQUARES/MULTICOLOR)	273 N. MAIN STREET - 2 ND FLR. KITCHEN	---	NONE DETECTED
005	12" X 12" FLOOR TILE (GREEN)	273 N. MAIN STREET - 2 ND FLR. KITCHEN	---	NONE DETECTED
006	SHEETGOODS (SMALL SQUARES/MULTICOLOR)	273 N. MAIN STREET - 2 ND FLR. KITCHEN	---	NONE DETECTED
007	12" X 12" FLOOR TILE (WHITE)	273 N. MAIN STREET - 2 ND FLR. BATHROOM	---	NONE DETECTED
008	YELLOW ADHESIVE	273 N. MAIN STREET - 2 ND FLR. BATHROOM	---	NONE DETECTED
009	12" X 12" FLOOR TILE (WHITE)	273 N. MAIN STREET - 2 ND FLR. BATHROOM	---	NONE DETECTED



010	YELLOW ADHESIVE	273 N. MAIN STREET – 2 ND FLR. BATHROOM	---	NONE DETECTED
011	WALL PLASTER – WHITE COAT	273 N. MAIN STREET – 2 ND FLR. APARTMENT	---	NONE DETECTED
012	WALL PLASTER – BROWN COAT	273 N. MAIN STREET – 2 ND FLR. APARTMENT	---	NONE DETECTED
013	WALL PLASTER – WHITE COAT	273 N. MAIN STREET – 2 ND FLR. APARTMENT	---	NONE DETECTED
014	WALL PLASTER – BROWN COAT	273 N. MAIN STREET – 2 ND FLR. APARTMENT	---	NONE DETECTED
015	TEXTURED WALL COATING (PAINTED YELLOW)	273 N. MAIN STREET – 2 ND FLR. APARTMENT	---	NONE DETECTED
016	SHEETROCK WALL	273 N. MAIN STREET – 2 ND FLR. APARTMENT	---	NONE DETECTED
017	TEXTURED WALL COATING (PAINTED GREEN)	273 N. MAIN STREET – 2 ND FLR. APARTMENT	---	NONE DETECTED
018	TEXTURED WALL COATING (PAINTED YELLOW)	273 N. MAIN STREET – 2 ND FLR. APARTMENT	---	NONE DETECTED
019	SHEETROCK - WALL	273 N. MAIN STREET – 2 ND FLR. APARTMENT	---	NONE DETECTED
020	TEXTURED WALL COATING (PAINTED GREEN)	273 N. MAIN STREET – 2 ND FLR. APARTMENT	---	NONE DETECTED
021	JOINT COMPOUND - CEILING	273 N. MAIN STREET – 3 RD FLR. APARTMENT	---	NONE DETECTED
022	JOINT COMPOUND - CEILING	273 N. MAIN STREET – 3 RD FLR. APARTMENT	---	NONE DETECTED
023	CEILING PLASTER	273 N. MAIN STREET – 3 RD FLR. APT. BATHROOM	---	NONE DETECTED
024	CEILING PLASTER	273 N. MAIN STREET – 3 RD FLR. APT. BATHROOM	---	NONE DETECTED
025	12" X 12" FLOOR TILE (GREEN)	273 N. MAIN STREET – 3 RD FLR. APT. BATHROOM	---	NONE DETECTED
026	YELLOW ADHESIVE	273 N. MAIN STREET – 3 RD FLR. APT. BATHROOM	---	NONE DETECTED
027	12" X 12" FLOOR TILE (GREEN)	273 N. MAIN STREET – 3 RD FLR. APT. STAIR LANDING	---	NONE DETECTED
028	YELLOW ADHESIVE	273 N. MAIN STREET – 3 RD FLR. APT. STAIR LANDING	---	NONE DETECTED



029	12" X 12" CEILING TILE	273 N. MAIN STREET – 3 RD FLR. APARTMENT	--	NONE DETECTED
030	JOINT COMPOUND - CEILING	273 N. MAIN STREET – 3 RD FLR. APARTMENT	--	NONE DETECTED
031	JOINT COMPOUND - CEILING	273 N. MAIN STREET – 3 RD FLR. APARTMENT	--	NONE DETECTED
032	CEILING PLASTER	273 N. MAIN STREET – 3 RD FLR. APT. STAIRWELL	--	NONE DETECTED
033	CEILING PLASTER	273 N. MAIN STREET – 3 RD FLR. APT. STAIRWELL	--	<1% CHRYSOTILE

Notes:

None Detected : Non-Asbestos
SF: Square Feet
LF: Linear Feet
(+/-): Estimate Based Off Limited Dimensions
PACM: Presumed Asbestos Containing Material
PTP: Previously Tested Positive
TSI: Thermal System Insulation

Additional Notes:

RACM: Regulated Asbestos Containing Material – Friable manufactured asbestos material (ACM) or a Category I non friable ACM that has or will become friable or is subjected to sanding, grinding, cutting, or abrading OR Category II non friable ACM that has a high probability of becoming crumbled, pulverized, or reduced to a powder by the forces expected to act on the material in the course of demolition or renovation operations. RACM should be removed prior to repair, renovation or demolition.

Thirty-three (33) multi-layer samples of suspect asbestos-containing materials were collected and submitted for analysis to Schneider Laboratories Global Inc. in Richmond, Virginia for analysis via Polarized Light Microscopy. A total of thirty-nine (39) sample layers were analyzed.

Asbestos is present if the material analyzed is greater than one percent (>1%) by weight. This stipulation is outlined in the EPA Publication EPA 500/5-85-024, Section 2.2.2.2.

LEAD-BASED PAINT INSPECTION FINDINGS

See below for each sample's analytical result for the project listed above. For the lead inspection, a total of five (5) paint chip samples were collected and analyzed by Schneider Laboratories Global, Inc. Paint chip samples were differentiated based on location, surface color, and layers of different colors applied.

Again, lead paint chip sampling was limited by unsafe structural integrity within the building. Samples were collected where possible on the 2nd and 3rd floor.

Any highlighted paint samples, associated locations, components and substrates that have lead concentrations above 0.5% lead in weight are found to be lead-containing.



Analytical results, chain of custody, sample location descriptions, and plotted sample locations for the lead paint samples can be found in the appendices.

2182720.109 273 N. Main Street Pittston, PA Pre-Demolition Lead in Paint Chips Results Date: May 2nd & 8th, 2024

Sample #	Location	Paint Color	Lead in Paint by Weight
001	273 N. Main Street : Apartment B Cabinet	White	<0.00303%
002	273 N. Main Street : Apartment B/C Wood Door Trim	White	9.16%
003	273 N. Main Street : Apartment C Stairwell Steps	Brown	7.72%
004	273 N. Main Street : Apartment C Wood Trim Base	White	0.586%
005	273 N. Main Street : Apartment C Textured Wall	Gray	0.00507%

Note: Samples with a < were found to be below the laboratory/method reporting limit. It is recommended that water is used during the demolition to eliminate the release of dust and ambient lead air sampling around the demolition site be performed to show due diligence.

Hazardous Materials Inspection Findings (HMI):

Additional hazardous materials / conditions observed during the visual inspection can be found below:

273 N. Main Street Pittston, PA Pre-Demolition Hazardous Materials Inspection May 2nd & 8th, 2024

Material	Description	Quantity	Recommendation
Electrical Meters	Miscellaneous Appliance	+/- 3	Dispose/Recycle following all federal, state and local regulations

***** The hazardous materials inspection was limited to the building exterior and sections of the 2nd & 3rd floor due to unsafe building conditions.**

Discussion:

ACM: All asbestos-containing materials noted that will be impacted by renovation work must be removed and disposed of by a licensed asbestos-abatement contractor. Proper notification must also be submitted to the Pennsylvania Department of Environmental Protection, the Pennsylvania Department of Labor & Industry and the Environmental Protection Agency prior to performing any asbestos abatement, renovations or building demolition.

During work/perimeter indoor air quality testing for the duration of the project, to ensure proper contractor engineering controls, followed by clearance testing to verify the completeness of contractor work, including visual inspection and air sample collection/analysis following completed asbestos abatement activities.



Written notification to the PA DEP, EPA, and PA DOLI of demolition/renovation is required a minimum of ten (10) working days prior to demolition in accordance with the NESHAP requirements of the Clean Air Act. The notification must include a description of procedures to be followed if unexpected asbestos is found or previously non-friable ACM becomes friable.

Lead: Any renovation work (such as smashing, drilling, sanding, or other) that impacts lead-containing paint in a manner that could cause airborne exposure to lead, must be performed by trained personnel in regulated areas, per OSHA's Lead in Construction Standard (29 CFR 1926.62).

Waste materials must be subjected to Toxic Characteristic Leaching Procedure testing to determine if they must be disposed as hazardous or residual waste.

Because the paint contains lead the removal or stabilization will need to be done in accordance with OSHA's "Lead In Construction Standard", 29 CFR 1926.62. These procedures will satisfy other metals exposure to workers. Paint waste will have to be disposed of accordingly, likely as a hazardous waste due to the metals concentration and the waste stream being strictly paint chips.

(HMI): Dispose or reuse accordingly for any additional building components identified during the inspection that will be impacted by upcoming demolition. Refer to the table provided above for recommendations of each material.

The US EPA, OSHA and US DOT have standard requirements, such as:

<u>Handling:</u>	All hazardous/universal waste is to be properly packaged, labeled and segregated.
<u>Recordkeeping:</u>	Retain hazardous/universal waste manifests for a minimum of three (3) years.
<u>Qualifications:</u>	Ensuring outside contractors have US EPA OSHA HAZWOPER training prior to performing any work.

A certified asbestos abatement supervisor should be onsite to oversee the demolition and identify/remove any asbestos or other hazardous materials not identified during the inspection. The inspection was limited by unsafe building conditions.

Findings and recommendations for the assessment are based on what was observed at the time of inspection. Attached at the end of this report is the ACM analytical data, LBP analytical data and associated chain of custodies, building floor plans, and data collected while onsite.

In the event you have any questions or require additional information, please contact directly at (570) 342-3101.

Respectfully submitted,

LaBella Associates

Ryan McGrady
Environmental Scientist

APPENDIX A :

LEAD BASED PAINT ANALYTICAL DATA



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Labella Associates (1126)
Address: 300 State Street
Rochester, NY 14614-1098

Order #: 563049

Matrix Paint
Received 05/09/24
Analyzed 05/10/24
Reported 05/10/24

Attn:
Project: Pittston Re-Development
Location: 273 N Main St
Number: 2182720.109

PO Number: 2182720.109

Sample ID	Cust. Sample ID	Location	Sample Date	Weight			
Parameter		Method		Total µg	% / Wt.	Conc.	RL*
563049-001	01	Apt B Kitchen Cab Wht	05/08/24	331 mg			
Lead		EPA 7000B		<10.0 µg	<0.00303 %	<30.3 mg/kg	30.2 mg/kg
563049-002	02	Apt B/C Door Wood Trim	05/08/24	342 mg			
Lead		EPA 7000B		31300 µg	9.16 %	91600 mg/kg	2920 mg/kg
563049-003	03	Apt C Stairwell Steps Brw	05/08/24	323 mg			
Lead		EPA 7000B		24900 µg	7.72 %	77200 mg/kg	3100 mg/kg
563049-004	04	Apt C Wood Trim Base Wht	05/08/24	315 mg			
Lead		EPA 7000B		1850 µg	0.586 %	5860 mg/kg	159 mg/kg
563049-005	05	Apt C Walls Gry Paint	05/08/24	302 mg			
Lead		EPA 7000B		15.3 µg	0.00507 %	50.7 mg/kg	33.1 mg/kg

Analyst: SAJ
563049-05/10/24 04:27 PM

Reviewed By: **Ben Wood**
Laboratory Director

Federal Lead Paint Statute as of 4/1/24

Location	Level	Unit
Lead in paint by wt.	0.50	%
Lead in paint PPM	5000	mg/kg

Minimum reporting limit: 10.0 µg. *RL indicates Reporting Limit. All internal QC parameters were met. Unusual sample conditions, if any, are described. Do not reproduce this report except in full. Values are reported to three significant figures. PPM = mg/kg | PPB = µg/kg. The test results apply to the sample as received. AIHA LAP, LLC accredited for Lead (Lab ID 100527).



SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
www.slabinc.com • info@slabinc.com

S 5
563049

V:5631563049

gbenu
Federal Express

5/9/2024 4:54:54 PM
817287190304

Submitting Co.	Labella Associates, Inc.	State of Collection	PA	Cont. Required	<input type="checkbox"/> YES <input type="checkbox"/> NO
1000 Dunham Drive Suite B		Apt. #	1126	Phone	
Dunmore PA, 18512		Email	bpoplarchick@labella.pc.com		
Project Name	PHston Re-development	PO #	218 2720.109		
Project Location	273 N. Main St.	Special Instructions:			
Project Number	218 2720.109				
Collected By	W. Rehrig				

Turn/Around Time*	Matrix	Tests/Analytes (select ALL that Apply) Blank spaces are for additional analytes			
<input type="checkbox"/> 2 Hour*	<input type="checkbox"/> Air	Asbestos in Bulk	Metals Total	TCLP	Microbiology
<input type="checkbox"/> Same day*	<input checked="" type="checkbox"/> Paint	<input type="checkbox"/> PLM	<input checked="" type="checkbox"/> Lead	<input type="checkbox"/> Lead	<input type="checkbox"/> BACT (MPN/PA)
<input type="checkbox"/> 1 business day	<input type="checkbox"/> Soil	<input type="checkbox"/> PLM Qualitative	<input type="checkbox"/> RCRA 8 Metals	<input type="checkbox"/> RCRA 8 Metals	<input type="checkbox"/> Mold Direct Exam
<input type="checkbox"/> 2 business days	<input type="checkbox"/> Wipe	<input type="checkbox"/> 400 Point Count	<input type="checkbox"/> Chromium VI	<input type="checkbox"/> Full TCLP	<input type="checkbox"/> Allergens
<input checked="" type="checkbox"/> 3 business days	<input type="checkbox"/> Bulk	<input type="checkbox"/> 1000 Point Count	<input type="checkbox"/> Mercury	(w/ organics 10 Day)	
<input type="checkbox"/> 5 business days	<input type="checkbox"/> Waste Water	<input type="checkbox"/> Gravimetric Prep	<input type="checkbox"/>		
* not available for all tests	<input type="checkbox"/> Ground Water	Asbestos in Air	Gravimetric	Miscellaneous	Sub-Contract
** past 3 PM the TAT will begin next business day	<input type="checkbox"/> Drinking Water	<input type="checkbox"/> PCM	<input type="checkbox"/> Total Dust NIOSH 0500	<input type="checkbox"/> Silica FTIR (7602)!	<input type="checkbox"/> TEM Chatfield
Please schedule rush tests in advance	<input type="checkbox"/> TSP / PM10	<input type="checkbox"/> PCM-B Rules	<input type="checkbox"/> Resp. Dust NIOSH 0600	<input type="checkbox"/>	<input type="checkbox"/> TEM AHERA
	<input type="checkbox"/>				<input type="checkbox"/> TEM 7402
					<input type="checkbox"/> Silica XRD (7500)

Sample #	Date Sampled	Time Sampled	Sample Identification (Employee, Bldg, Material, Type ¹)	Wipe Area	Time Start	Time Stop	Flow Rate Start	Flow Rate Stop	Total Air ⁴
01	5/8	AM	Apt. B Kitchen cabinets / white Paint						
02			Apt. B/c door wood trim / white Paint						
03			Apt. C stairwell steps / Brown Paint						
04			Apt. C wood trim Base / white Paint						
05			Apt. C WALLS / gray Paint texture						

For Aqueous and Solid samples ensure enough sample is sent for duplicate and spike analysis

Type: A=Area, B=Blank, P=Personal, E=Excursion ²Beginning/End of Sample Period ³Liters/Minute ⁴Volume in Liters [time in min x flow in L/min]

Relinquished By: W. Rehrig Signature: W. Rehrig Date/Time: 5/8/24 AM

ALL SHADED FIELDS MUST BE FILLED TO AVOID DELAYS

APPENDIX B :

ASBESTOS CONTAINING MATERIALS ANALYTICAL DATA



Analysis Report

Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

Customer: Labella Associates (1126)
Address: 300 State Street
Rochester, NY 14614-1098

Order #: 562615

Attn:

Received 05/07/24
Analyzed 05/09/24
Reported 05/09/24

Project: Pittston Re-Development Auth.
Location: 273 N. Main St. Pittson PA
Number: 2182720.109

PO Number: 2182720.109

Method: EPA 600/R-93/116 & 40 CFR App. E Sub. E Pt. 763

PLM Analysis

Sample ID	Collected	Cust. ID	Location	Asbestos Fibers	Other Materials
562615-001	05/02/24	01	2nd FL Kitchen		
Layer 1:	Ceiling Tile			No Asbestos Detected	85% CELLULOSE FIBER
	White/Tan, Fibrous				15% NON FIBROUS MATERIAL
562615-002	05/02/24	02	2nd FL Kitchen		
Layer 1:	Ceiling Tile			No Asbestos Detected	15% CELLULOSE FIBER
	White/Tan, Fibrous				85% NON FIBROUS MATERIAL
562615-003	05/02/24	03	2nd FL Kitchen		
Layer 1:	Floor Tile			No Asbestos Detected	100% NON FIBROUS MATERIAL
	Green, Organically Bound				
Layer 2:	Mastic			No Asbestos Detected	100% NON FIBROUS MATERIAL
	Clear, Soft				
562615-004	05/02/24	04	2nd FL Kitchen		
Layer 1:	Sheet Flooring			No Asbestos Detected	20% CELLULOSE FIBER
	Beige, Org.Bound/Fibrous				5% MINERAL/GLASS WOOL
					75% NON FIBROUS MATERIAL
	Sample was inhomogenous, subsamples of each component were analyzed separately.				
Layer 2:	Mastic			No Asbestos Detected	100% NON FIBROUS MATERIAL
	Beige/White, Soft				
562615-005	05/02/24	05	2nd FL Kitchen		
Layer 1:	Floor Tile			No Asbestos Detected	100% NON FIBROUS MATERIAL
	Green, Organically Bound				
Layer 2:	Mastic			No Asbestos Detected	100% NON FIBROUS MATERIAL
	Clear, Soft				

Reporting Limit: 1% Gravimetrically Reduced Reporting Limit: 0.01% PLM analysis is based on Visual Estimation and NESHAP recommends that any friable sample with an asbestos content less than 10 percent be verified by Point Count or TEM Analysis. The EPA recommends that any attic loose fill vermiculite should be treated as asbestos containing material. This report must not be reproduced except in full with the approval of the laboratory. The test results apply to the sample as received.

Project: Pittston Re-Development Auth.
 Location: 273 N. Main St. Pittston PA
 Number: 2182720.109

PO Number: 2182720.109

Method: EPA 600/R-93/116 & 40 CFR App. E Sub. E Pt. 763

PLM Analysis

Sample ID	Collected	Cust. ID	Location	Asbestos Fibers	Other Materials
562615-006	05/02/24	06	2nd FL Kitchen		
Layer 1:	Sheet Flooring Tan/Green, Org.Bound/Fibrous			No Asbestos Detected	20% CELLULOSE FIBER 5% MINERAL/GLASS WOOL 75% NON FIBROUS MATERIAL
Sample was inhomogenous, subsamples of each component were analyzed separately.					
Layer 2:	Mastic Beige/White, Soft			No Asbestos Detected	100% NON FIBROUS MATERIAL
Layer 3:	Flooring Multi-Colored, Organically Bound			No Asbestos Detected	15% CELLULOSE FIBER 85% NON FIBROUS MATERIAL
562615-007	05/02/24	07	2nd FL Bathroom		
Layer 1:	Floor Tile White, Organically Bound			No Asbestos Detected	100% NON FIBROUS MATERIAL
562615-008	05/02/24	08	2nd FL Bathroom		
Layer 1:	Adhesive Yellow, Brittle			No Asbestos Detected	100% NON FIBROUS MATERIAL
562615-009	05/02/24	09	2nd FL Bathroom		
Layer 1:	Floor Tile White, Organically Bound			No Asbestos Detected	100% NON FIBROUS MATERIAL
562615-010	05/02/24	10	273 N. Main St. Pittston		
Layer 1:	Adhesive Yellow, Brittle			No Asbestos Detected	100% NON FIBROUS MATERIAL
562615-011	05/02/24	11	2nd FL Apt		
Layer 1:	White Coat White, Granular			No Asbestos Detected	100% NON FIBROUS MATERIAL
562615-012	05/02/24	12	2nd FL Apt		
Layer 1:	Brown Coat Brown/Gray, Granular			No Asbestos Detected	5% ANIMAL HAIR 3% CELLULOSE FIBER 92% NON FIBROUS MATERIAL
562615-013	05/02/24	13	2nd FL Apt		
Layer 1:	White Coat White, Granular			No Asbestos Detected	100% NON FIBROUS MATERIAL

Reporting Limit: 1% Gravimetrically Reduced Reporting Limit: 0.01% PLM analysis is based on Visual Estimation and NESHP recommends that any friable sample with an asbestos content less than 10 percent be verified by Point Count or TEM Analysis. The EPA recommends that any attic loose fill vermiculite should be treated as asbestos containing material. This report must not be reproduced except in full with the approval of the laboratory. The test results apply to the sample as received.

Project: Pittston Re-Development Auth.
 Location: 273 N. Main St. Pittson PA
 Number: 2182720.109

PO Number: 2182720.109

Method: EPA 600/R-93/116 & 40 CFR App. E Sub. E Pt. 763

PLM Analysis

Sample ID	Collected	Cust. ID	Location	Asbestos Fibers	Other Materials
562615-014	05/02/24	14	2nd FL Apt	No Asbestos Detected	5% ANIMAL HAIR 3% CELLULOSE FIBER 92% NON FIBROUS MATERIAL
Layer 1: Brown Coat Brown/Gray, Granular					
562615-015	05/02/24	15	2nd FL Apt	No Asbestos Detected	100% NON FIBROUS MATERIAL
Layer 1: Textured Material White, Granular					
562615-016	05/02/24	16	2nd FL Apt	No Asbestos Detected	5% CELLULOSE FIBER 95% NON FIBROUS MATERIAL
Layer 1: Sheetrock White, Granular					
562615-017	05/02/24	17	2nd FL Apt	No Asbestos Detected	100% NON FIBROUS MATERIAL
Layer 1: Textured Material White, Granular					
562615-018	05/02/24	18	2nd FL Apt	No Asbestos Detected	100% NON FIBROUS MATERIAL
Layer 1: Textured Material White, Granular					
562615-019	05/02/24	19	2nd FL Apt	No Asbestos Detected	5% CELLULOSE FIBER 95% NON FIBROUS MATERIAL
Layer 1: Sheetrock White, Granular					
Layer 2: Textured Material White, Granular					
562615-020	05/02/24	20	2nd FL Apt	No Asbestos Detected	100% NON FIBROUS MATERIAL
Layer 1: Textured Material White, Granular					
562615-021	05/02/24	21	3rd FL Apt	No Asbestos Detected	100% NON FIBROUS MATERIAL
Layer 1: Joint Compound White, Granular					
562615-022	05/02/24	22	3rd FL Apt	No Asbestos Detected	100% NON FIBROUS MATERIAL
Layer 1: Joint Compound White, Granular					

Reporting Limit: 1% Gravimetrically Reduced Reporting Limit: 0.01% PLM analysis is based on Visual Estimation and NESHAP recommends that any friable sample with an asbestos content less than 10 percent be verified by Point Count or TEM Analysis. The EPA recommends that any attic loose fill vermiculite should be treated as asbestos containing material. This report must not be reproduced except in full with the approval of the laboratory. The test results apply to the sample as received.

Project: Pittston Re-Development Auth.
 Location: 273 N. Main St. Pittston PA
 Number: 2182720.109

PO Number: 2182720.109

Method: EPA 600/R-93/116 & 40 CFR App. E Sub. E Pt. 763

PLM Analysis

Sample ID	Collected	Cust. ID	Location	Asbestos Fibers	Other Materials
562615-023	05/02/24	23	3rd FL Apt Bedroom		
Layer 1:	Plaster			No Asbestos Detected	2% ANIMAL HAIR
	Gray, Granular				98% NON FIBROUS MATERIAL
562615-024	05/02/24	24	3rd FL Apt Bedroom		
Layer 1:	Plaster			No Asbestos Detected	2% CELLULOSE FIBER
	Gray, Granular				98% NON FIBROUS MATERIAL
562615-025	05/02/24	25	3rd FL Apt Bathroom		
Layer 1:	Floor Tile			No Asbestos Detected	100% NON FIBROUS MATERIAL
	Green, Organically Bound				
562615-026	05/02/24	26	3rd FL Apt Bathroom		
Layer 1:	Adhesive			No Asbestos Detected	2% CELLULOSE FIBER
	Yellow, Brittle				98% NON FIBROUS MATERIAL
562615-027	05/02/24	27	3rd FL Apt Stair Landing		
Layer 1:	Floor Tile			No Asbestos Detected	100% NON FIBROUS MATERIAL
	Green, Organically Bound				
562615-028	05/02/24	28	3rd FL Apt Stair Landing		
Layer 1:	Adhesive			No Asbestos Detected	2% CELLULOSE FIBER
	Clear, Soft				98% NON FIBROUS MATERIAL
	No yellow adhesive found.				
562615-029	05/02/24	29	3rd FL Apt		
Layer 1:	Ceiling Tile			No Asbestos Detected	90% CELLULOSE FIBER
	Tan, Fibrous				10% NON FIBROUS MATERIAL
562615-030	05/02/24	30	3rd FL Apt		
Layer 1:	Joint Compound			No Asbestos Detected	100% NON FIBROUS MATERIAL
	White, Granular				
562615-031	05/02/24	31	3rd FL Apt		
Layer 1:	Joint Compound			No Asbestos Detected	100% NON FIBROUS MATERIAL
	White, Granular				
562615-032	05/02/24	32	3rd FL Apt Stairwell		
Layer 1:	Plaster			No Asbestos Detected	2% ANIMAL HAIR
	Gray, Granular				98% NON FIBROUS MATERIAL

Reporting Limit: 1% Gravimetrically Reduced Reporting Limit: 0.01% PLM analysis is based on Visual Estimation and NESHAP recommends that any friable sample with an asbestos content less than 10 percent be verified by Point Count or TEM Analysis. The EPA recommends that any attic loose fill vermiculite should be treated as asbestos containing material. This report must not be reproduced except in full with the approval of the laboratory. The test results apply to the sample as received.

Project: Pittston Re-Development Auth.
Location: 273 N. Main St. Pittson PA
Number: 2182720.109

PO Number: 2182720.109

Method: EPA 600/R-93/116 & 40 CFR App. E Sub. E Pt. 763

PLM Analysis

Sample ID	Collected	Cust. ID	Location	Asbestos Fibers	Other Materials
562615-033	05/02/24	33	3rd FL Apt Stairwell	<1% CHRYSOTILE	2% ANIMAL HAIR 98% NON FIBROUS MATERIAL
Layer 1: Plaster Gray, Granular					

EPA Regulatory Limit: 1%
Total layers analyzed on order: 39

562615-05/09/24 05:54 PM



Analyst Michael Alers



Reviewed By: Mohammed Hashim
Microscopy Supervisor/Analyst

Reporting Limit: 1% Gravimetrically Reduced Reporting Limit: 0.01% PLM analysis is based on Visual Estimation and NESHAP recommends that any friable sample with an asbestos content less than 10 percent be verified by Point Count or TEM Analysis. The EPA recommends that any attic loose fill vermiculite should be treated as asbestos containing material. This report must not be reproduced except in full with the approval of the laboratory. The test results apply to the sample as received.



SCHNEIDER LABORATORIES GLOBAL, INC.

2512 West Cary Street, Richmond, Virginia 23220-5117
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475
www.slabinc.com • info@slabinc.com

S 33

562615

V:5621562615

ssilva 5/7/2024 10:13:45 AM
Federal Express 816272859113

Submitting Co: Labella Associates, Inc.
1000 Dunham Drive Suite B
Dunmore PA. 18512
Project Name: Pittston Re-development Auth.
Project Location: 273 N. Main St. Pittston PA.
Project Number: 218 2720.109
Collected By: W. Rehrig

Turn Around Time: 3 business days
Matrix: Bulk
Tests/Analytes: Asbestos in Bulk (PLM), Metals Total, TCLP, Microbiology, Sub-Contract (TEM Chatfield, TEM AHERA, TEM 7402, Silica XRD (7500))

Table with 10 rows and 8 columns: Sample #, Date Sampled, Time Sampled, Sample Identification, Area, Time Start/Stop, Flow Rate Start/Stop, Total Air. Contains data for samples 01-10.

For Aqueous and Solid samples ensure enough sample is sent for duplicate and spike analysis
Type: A=Area, B=Blank, P=Personal, E=Excursion
Relinquished By: W. Rehrig
Signature: W. Rehrig
Date/Time: 5/3/24
ALL SHADED FIELDS MUST BE FILLED TO AVOID DELAYS

Chain-of-Custody documentation continued internally

Page 1 of 2



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2182720.109

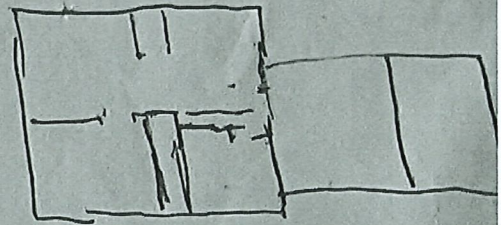
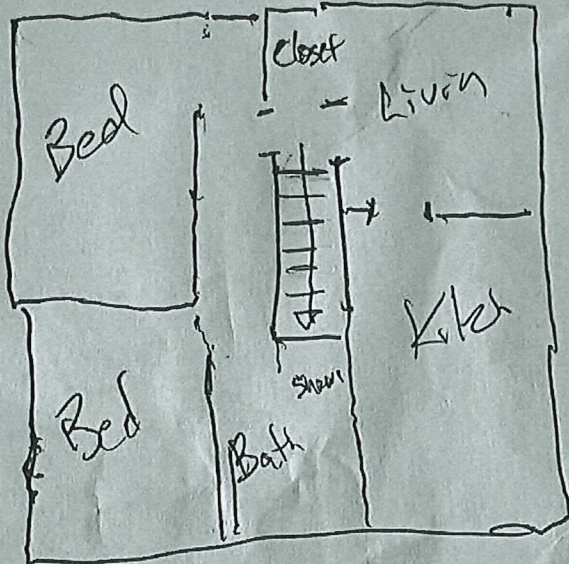
Sample #	Sample Description	Volume/Area (Air) HA #((Bulk))	Date/Time Sampled
11	2 nd fl. Apt. WALL / white COAT Plaster	Bulk	5/2/24
12	2 nd fl. Apt. WALL / Brown COAT Plaster		
13	2 nd fl. Apt. WALL / white COAT Plaster		
14	2 nd fl. Apt. WALL / Brown COAT Plaster		
15	2 nd fl. Apt. WALL / Textured Material Painted Yellow		
16	2 nd fl. Apt. WALL / Sheetrock		
17	2 nd fl. Apt. WALL / Textured Material Painted Greenish		
18	2 nd fl. Apt. WALL / Textured Material Painted Yellow		
19	2 nd fl. Apt. WALL / Sheetrock		
20	2 nd fl. Apt. WALL / Textured Material Painted Greenish		
21	3 rd fl. Apt. Ceiling / Joint Compound		
22	3 rd fl. Apt. Ceiling / Joint Compound		
23	3 rd fl. Apt. Bedroom Ceiling / Plaster		
24	3 rd fl. Apt. Bedroom Ceiling / Plaster		
25	3 rd fl. Apt. Bathroom / 12"x12" fl. tile / Green		
26	3 rd fl. Apt. Bathroom / Yellow Adhesive		
27	3 rd fl. Apt. Stairwell Landing / 12"x12" fl. tile / Green		
28	3 rd fl. Apt. Stairwell Landing / Yellow Adhesive		
29	3 rd fl. Apt. ceiling / 1'x1' ceiling tiles		
30	3 rd fl. Apt. ceiling / Joint Compound		
31	3 rd fl. Apt. WALL / Joint Compound		
32	3 rd fl. Apt. Stairwell ceiling / Plaster		
33	3 rd fl. Apt. Stairwell ceiling / Plaster		

*Comments/Special Instructions:

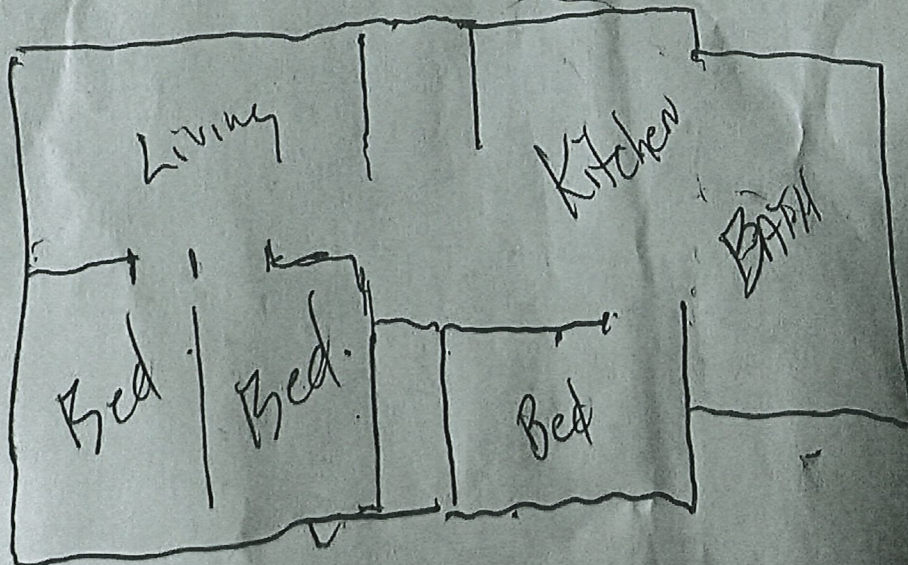
APPENDIX C :
BUILDING LAYOUT

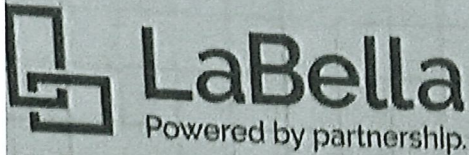
273 N. Main
Pittsston

Apcc



Apf B





Powered by partnership.

1000 Dunham Drive, Suite B, Dunmore, PA 18512
670-342-3101 phone | 670-487-1901 fax
labellapc.com

PROJECT 273 N. Main Street Pottstown Pa.

PROJECT NO. _____ SHEET _____ OF _____

BY _____ DATE _____

SUBJECT _____ CHKD _____ DATE _____

Exterior
~~Aluminum~~ Siding over wood
Aluminum

Apt. A

Apt. B

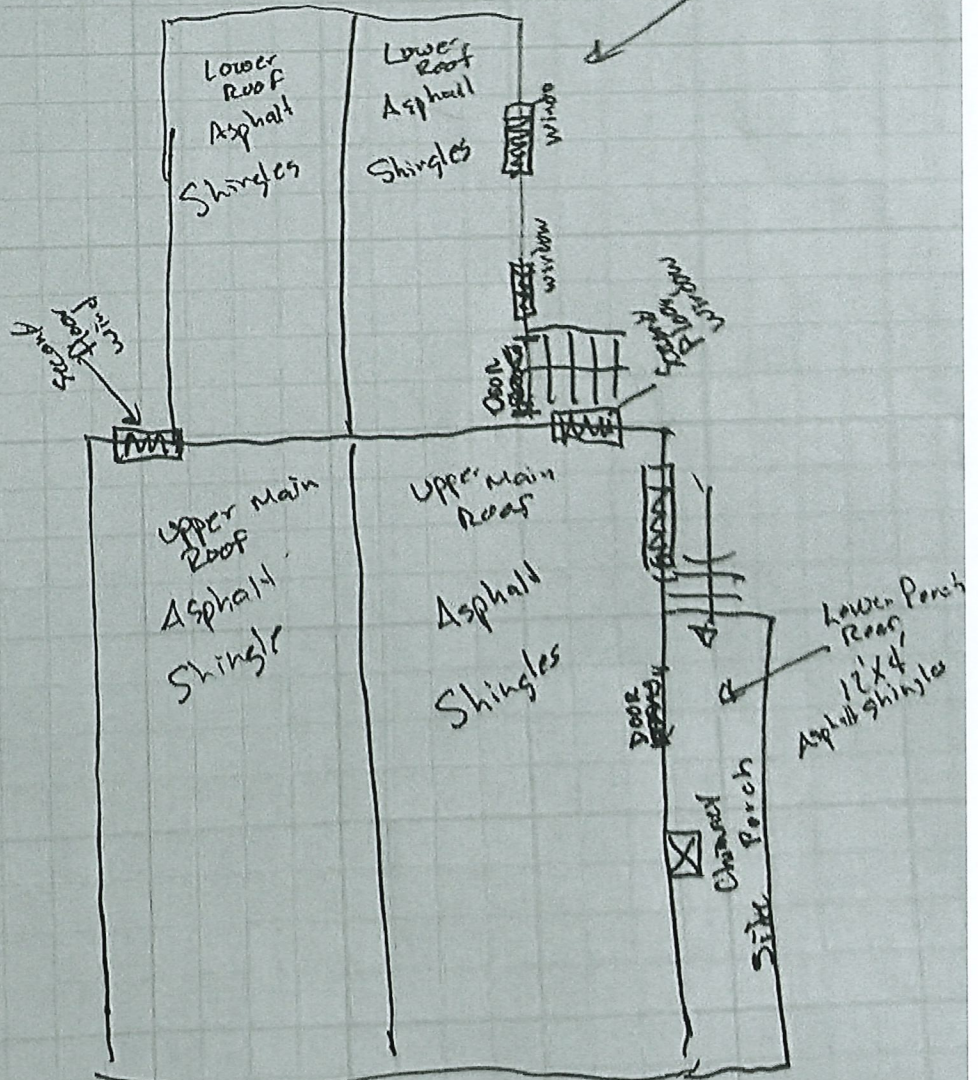
Apt. C

Man House or
Stone walls

Rear Section on
Cinder Block

Front

(8) windows



Most windows
are gone

APPENDIX D :
LICENSES/CERTIFICATIONS

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF LABOR AND INDUSTRY
ASBESTOS OCCUPATIONS CERTIFICATION

WALTER C REHRIG
133 MILLWAY ST
LEHIGHTON PA 18235



Birthdate:	06/01/63	Certification Number:	002872
Sex:	M	Class:	INSPECTOR
Eyes:	BRN	Issue Date:	10/05/25
Height:	6 02	Expiration Date:	09/12/24

INSTRUCTIONS

To receive an Asbestos Occupations Certification Photo Identification card, take this form and a second form of PHOTO IDENTIFICATION to any PennDOT photo license center. To find a PennDOT location near you, visit PennDOT's website at www.dmv.pa.gov or call 1-800-932-4600.

Check the printed information on this form. If an error has been made in printing, notify the Bureau of Occupational & Industrial Safety IMMEDIATELY at (717) 772-3396. Do NOT make any corrections on this form.

This form is valid as a temporary Asbestos Occupations Certification for 30 days from the ISSUE DATE. After 30 days, the form is not valid as an Asbestos Occupations Certification, but it may be used to process a Photo Identification Card until the EXPIRATION DATE.



City of Pittston

35 Broad Street, Pittston, PA 18640
Phone: (570) 654-0513 Fax: (570) 602-8246



Section 7, Item H.

NORTH EAST PENNSYLVANIA LAND BANK
35 BROAD ST
PITTSBURGH, PA 18640

September 13, 2024

Dear NORTH EAST PENNSYLVANIA LAND BANK,

I am writing this letter to you in regards to a property located at 160 Butler Street in Pittston City. This property is in violation of Several Sections of the International Property Maintenance Code ("IPMC") which has been adopted by the City of Pittston. This property has been deemed "**Condemned**" due to the current conditions. Due to clear and present danger to the health and safety of the general public it is necessary to demolish the structure immediately to prevent injury to the general public. This property is in such a deteriorated state it has been deemed unsafe to enter. **NO ONE IS PERMITTED TO ENTER THIS STRUCTURE.**

SECTION 108 UNSAFE STRUCTURES AND EQUIPMENT

108.1 General. When a structure or equipment is found by the *code official* to be unsafe, or when a structure is found unfit for human *occupancy*, or is found unlawful, such structure shall be *condemned* pursuant to the provisions of this code.

108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

108.1.3 Structure unfit for human occupancy. A structure is unfit for human *occupancy* whenever the *code official* finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the *occupants* of the structure or to the public.

108.2 Closing of vacant structures. If the structure is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to post a placard of condemnation on the *premises* and order the structure closed up so as not to be an attractive nuisance. Upon failure of the *owner* to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

SECTION 110

DEMOLITION

1 General. The *code official* shall order the *owner* of any *premises* upon which is located any structure, which in the *code official* judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the *code official* shall order the *owner* to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless *approved* by the building official.

SECTION 302

EXTERIOR PROPERTY AREAS

302.1 Sanitation. All *exterior property* and *premises* shall be maintained in a clean, safe and sanitary condition. The *occupant* shall keep that part of the *exterior property* which such *occupant* occupies or controls in a clean and sanitary condition.

SECTION 304

EXTERIOR STRUCTURE

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The *anchorage* of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight;
5. Structural members that have evidence of *deterioration* or that are not capable of safely supporting all nominal loads and load effects;
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
7. Exterior walls that are not *anchored* to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;

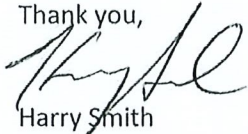
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of *deterioration*, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;

9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of *deterioration* or fatigue, are not properly *anchored* or are incapable of supporting all nominal loads and resisting all load effects.

Please be advised that pursuant to Section 106.3 of the City of Pittston IPMC, any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. Further, any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate." Section 106.3

You have the right to appeal this notice to the Building and Property Maintenance Code Appeals Board by filing a written application for appeal within twenty (20) days of this letter. More information about filing an appeal can be found at <https://www.pittstoncity.org/pittston-city-boards-commissions/building-property-maintenance-code-appeals-board/>.

Thank you,



Harry Smith
Pittston City
Code Official.

