

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103

IN RE:	)	
	)	
Madonna Enterprises, Inc.	)	RESPONDENT'S ANSWER TO
610 3 <sup>rd</sup> St.	)	ADMINISTRATIVE COMPLAINT
Port Carbon, PA 17965,	)	FOR HEARING
	)	
and	)	
	)	
Whitehall Township	)	Docket No. CAA-03-2014-0092
3219 MacArthur Rd.	)	
Whitehall, PA 18052,	)	
	)	
<b>Respondents,</b>	)	
	)	
896 3 <sup>rd</sup> St.	)	
Whitehall, PA 18052	)	
	)	
<b>Facility.</b>	)	

**RESPONDENT, WHITEHALL TOWNSHIP'S, PREHEARING EXCHANGE**

**I. Respondent, Whitehall Township's, Initial Prehearing Exchange**

Pursuant to 40 C.R.F. § 22.19(a) of the Consolidated Rules of Practice, and in accordance with the Prehearing Order, Respondent, Whitehall Township, submits the following Prehearing Exchange:

**A. Names of all Proposed Witnesses**

1. Mr. Richard Ponak  
Employee/Agent of EPA  
As of cross examination

2. Edward D. Hozza, Jr.  
Mayor of Whitehall Township  
3219 MacArthur Road  
Whitehall, PA 18052  
Fact witness relative to need for project, bidding process and finances

Edward Hozza is the Mayor of Whitehall Township and can speak to the scope of the project, knowledge of the township, the bidding process, permitting process, and good faith efforts of the township.

3. Jack D. Meyers  
Deputy Mayor of Whitehall Township and Right to Know Officer  
3219 MacArthur Road  
Whitehall, PA 18052  
Fact witness relative to need for project, bidding process, permitting process and finances

Jack D. Meyers is the Deputy Mayor of Whitehall Township and can speak to the scope of the project, knowledge of the township, the bidding process, permitting process, and good faith efforts of the township. Mr. Meyers also had direct interaction with the representatives of the EPA.

4. David I Shields, President  
Keystone Code Consulting and Enforcement  
PO Box 391  
Bethlehem, PA 18016-0391  
Fact/Expert witness on permitting for the demolition

Mr. Shields is the President of Keystone Code Consulting and

Enforcement and his entity was responsible for review and approval of permits.

**B. List of Proposed Exhibits:**

1. Township of Whitehall, Lehigh County, Pennsylvania  
Specifications for Demolition Project for 896 Third Street
2. Bid Proposal/Signature Page of Madonna Enterprises
3. May 1, 2013 Purchase Order and executed copy of the Contract with  
Madonna Enterprises for Demolition of 896 Third Street Property
4. Overall Intersection Plan – showing subject property

5. Building Application for Plan Examination and Building Permit with attachments.
6. Copies of all bids submitted for project

**C. Statement of Preferred City or County**

As the alleged violation occurred in Whitehall Township, Lehigh County, Respondent requests that a hearing be held in or about Lehigh County, Pennsylvania. It is believed, and therefore averred, that most of not all witnesses will be of this area. In addition, no translation services will be necessary for Respondent's witnesses.

It is believed that the hearing can be concluded within one (1) to two (2) days.

**D. Affirmative Defenses of Respondent and Narrative Statements:**

- 1) Affirmative Defenses two (2), five (5), and six (6).

Respondent acted in good faith and with a reasonable belief that his actions were lawful at all times and places mentioned in Complaint's Complaint. In addition, any alleged failure to comply with laws and regulations, or any compliance delay, was wholly or partially attributable to causes beyond the responsible control of the Respondent herein, and civil penalties, if any, should be reduced to the absolute or relative proportions. Township of Whitehall sought contractors for the demolition of 896 Third Street as part of a public bidding process. The specifications for the demolition were released in February 2013, and a public notice to all bidders was advertised on February 28, 2013 and March 7, 2013. All potential bidders were provided with detailed instructions. As part of the process, each bid was required to be accompanied with a bid bond as well as the successful bidder was required to furnish a performance and labor and materialmen's bond. Prospective bidders were notified that should a prospective bidder find a discrepancy or omission in the specifications or instructions, such potential bidder could request written clarification.

The bidding documentation was clear in its requirement that all contractors comply with all local, state, and Federal Laws and regulations. Potential bidders were notified of their obligation to comply with all governing laws and regulations, including all applicable, local, state and federal laws pertaining to environmental protection and restoration of disturbed areas. The contractor was also responsible for and required to obtain any and all licenses or permits required for the work, including, but not limited to, a Whitehall Township business privilege license, a building demolition permit and PA DEP permit. Section 2.5 furthermore clearly stated "before proceeding with this work, the contractor shall secure all necessary permits and licenses, including, but not limited to, a Whitehall Township Business License, State (PA DEP asbestos abatement certification) and local permits. The Township of Whitehall permit fees will be waived, but the contractor is responsible for all permits. In addition, the contractor is responsible for all sub-

contractors on site to secure their own necessary permits and licenses as applicable.” The requirement for Madonna Enterprises to notify the EPA of the demolition was clear.

The contract also notified all contractors bidding that it would be the contractor’s responsibility to properly work with and dispose of any found asbestos. Section 2.9 of the bid further provided “contractor is responsible for removal and disposal of any asbestos, material, if found in the process of completing this work. Contractors shall abide by all Township, State, Federal laws, OSHA and DEP requirements regarding asbestos abatement and disposal in regard to the public and worker’s health and safety.” In addition, Section 2.10.1 explains the obligations of the contractor with regard to demolition of 896 Third Street, Whitehall, PA. The obligations of this section clearly included the obligation of Madonna to have a worker on site overseeing the process at all times, and removal and disposal of all debris and waste on the property in an approved manner. Section 5.0 further described the demolition process.

On May 1, 2013, Whitehall Township entered into a signed contract for the demolition of 896 Third Street property with Madonna Enterprises, Inc. (Contract bears the date of April 23, 2013.) As part of this process, Whitehall Township ensured that Madonna had a Certificate of Authority, a Bond, and obtained a copy of the Notice to DPA for asbestos abatement and demolition. It was the understanding of the Township that in fact such notification had in fact been provided by Madonna as indicated. Only upon such information did the Township have the building permit issued. In addition, the Township engaged the assistance of Keystone Code Consulting and Enforcement in reviewing the demolition permit request to ensure that all laws and regulations were met.

Thereafter, upon notification by the EPA of a violation, the Township worked diligently to the best of its ability to ensure no further violations were on-going. However, it had engaged the services of what it believed to have been a qualified, licensed and bonded demolition company to perform the services.

- a) Affirmative Defenses two and five are both as a defense and mitigation of penalty.
- b) Affirmative Defenses one, three, four, and seven are withdrawn.

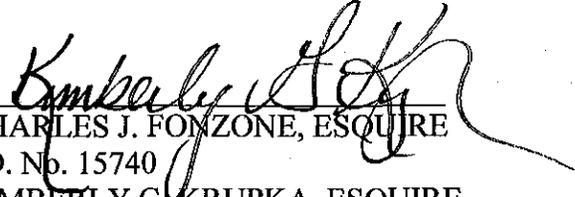
Respondent adopts the above statement as its narrative explaining its assertions in the Answer and why the penalty should be reduced.

Respectfully submitted,

GROSS MCGINLEY, LLP

Date: 1/2/15

By:

  
CHARLES J. FOMZONE, ESQUIRE  
I.D. No. 15740  
KIMBERLY G. KRUPKA, ESQUIRE  
I.D. No. 83071  
33 South Seventh Street  
P.O. Box 4060  
Allentown, PA 18105-4060  
(610) 820-5450 – telephone  
(610) 820-6006 – facsimile

**CERTIFICATE OF SERVICE**

I hereby certify that, on the date below, the attached Respondent's Prehearing Exchange was served upon the persons listed in the manner indicated.

**Original and one copy via hand-delivery**

Sybil Anderson, Headquarters Hearing Clerk

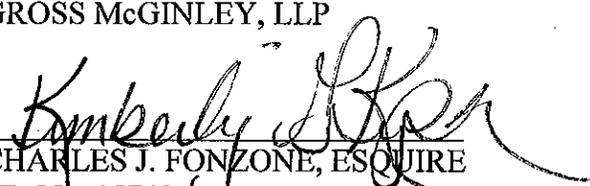
**One copy via Federal Express**

M. Lisa Buschmann, Administrative Law Judge

**Copy by Federal Express**

Jennifer J. Nearhood  
Assistant Regional Counsel  
U.S. EPA, Region III (3RC50)  
1650 Arch Street  
Philadelphia, PA 19103

GROSS MCGINLEY, LLP

By: 

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I.D. No. 15740  
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(610) 820-5450 – telephone  
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Date: January 2, 2015

**TOWNSHIP OF WHITEHALL  
LEHIGH COUNTY, PENNSYLVANIA**

**TOWNSHIP OF WHITEHALL  
3219 MacArthur Road  
Whitehall, PA 18052-2900  
Telephone: (610) 437-5524  
FAX: (610) 437-6963**

**SPECIFICATIONS**

**FOR**

**DEMOLITION PROJECT  
896 THIRD STREET**

**CONTRACT NO. 13-03**

**EDWARD D. HOZZA, JR.  
Mayor**

**JOHN D. MEYERS  
Deputy Mayor**

**JOHN F. RACKUS  
Bureau Chief of Public Works**

**MARY ANN MILLER, CPPO  
Purchasing Agent**

**FEBRUARY 2013**



**TABLE OF CONTENTS**

Notice to Bidders . . . . .	--
Instructions to Bidders . . . . .	IB-1 to IB-7
Information & Conditions . . . . .	IC-1 to IC-6
Keystone Code Consulting & Enforcement Demolition Utility Sign Off Form	--
Drawings . . . . .	--
Proposal/Signature Page . . . . .	--
No Bid Reply Form . . . . .	--
Contractor's Qualifications . . . . .	--
Copy of Agreement . . . . .	--

DIRECT INQUIRIES TO: TECHNICAL QUESTIONS - J. RACKUS (610) 437-5524 (Ext. 140)  
BIDDING PROCEDURES - M. MILLER " " " (Ext. 136)

YOUR BID PACKAGE MUST INCLUDE: PROPOSAL/SIGNATURE PAGE  
QUALIFICATIONS FORM (2 copies)  
CASHIER'S CHECK OR A BID BOND IN THE  
AMOUNT OF AT LEAST 10% OF BID

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

TOWNSHIP OF WHITEHALL

NOTICE TO BIDDERS

The Township of Whitehall is soliciting sealed bids until March 20, 2013 (Wednesday) at 3:00 p.m. for:

Contract No. 13-03 "DEMOLITION PROJECT". Bids will be opened March 21, 2013 (Thursday) at 3:00 p.m.

Forms can be obtained at the Municipal Building, 3219 MacArthur Road, Whitehall, PA 18052 or fax request to (610) 437-6963.

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MARY ANN MILLER, CPPO  
Purchasing Agent

MM/mkd

LEGAL AD:

February 28, 2013

March 7, 2013

**INSTRUCTIONS TO BIDDERS**

**AWARD CRITERIA**

After all bids submitted have been properly evaluated and compared and any adjustments have been made via Unit Price bids, the Township reserves the right to reject any and all bids or any part of a bid without making an explanation to anyone. The Township may consider the qualifications and experience of Bidders and proposed Subcontractors and Suppliers when evaluating bids. The Township may also consider all aspects of any proposed substitutions by Bidders of materials and equipment specified and the effect of such substitutions on the operating costs, maintenance requirements, performance and guarantees associated with the work. If the contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder whose evaluation by the Township indicates to the Township that the award will be in the best interests of the project. Upon receipt of notice that the Township intends to award the Contract, the successful Bidder will promptly provide the required Surety Contract Bonds.

**BID PREPARATION**

Bid proposals must be written in ink or typewritten and shall be submitted on the forms issued. Unsigned bids will not be accepted. No bid may be considered if received after the time shown in Notice to Bidders. Contractors are expected to examine all instructions, specifications, drawings, sites, installations, etc. Failure to do so will be at the Contractor's risk. Erasures or other changes must be initialed by the person signing the bid.

ALL BID PROPOSALS SHALL BE SUBMITTED TO THE TOWNSHIP OF WHITEHALL, 3219 MACARTHUR ROAD, WHITEHALL, PA 18052, IN A SEALED ENVELOPE WITH THE "BID NAME" AND "NUMBER" PROMINENTLY MARKED ON THE OUTSIDE OF THE ENVELOPE.

**BID SECURITY FOR EXECUTION OF CONTRACT**

Each bid must be accompanied with a cashier's check or a bid bond signed by a surety company authorized to do business in Pennsylvania made payable to Whitehall Township in an amount equal to at least 10% of the respective bid. When computing amount of bid, DO NOT deduct for trade-ins or cash discounts (if offered). This cashier's check or bid bond shall insure the execution of the Contract. The cashier's check of unsuccessful bidders will be returned upon formal acceptance of bids by the successful low bidder.

In the event that the successful bidder fails to execute the contract, Whitehall Township shall retain the security by the successful bidder, and Whitehall Township may then enter into a contract with the next lowest responsible bidder.

**BIDDER ELIGIBILITY**

Bids will only be accepted from manufacturers, authorized distributors, dealers or Contractors who are actively engaged in the sale, manufacture or type of construction of the item(s) called for in the bid.

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Township upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Township or had failed to perform faithfully any previous contract with the Township.

**BIDS BINDING 60 DAYS**

Unless otherwise specified all formal bids submitted shall be binding for sixty (60) calendar days following bid opening date.

**BONDS**

Within twenty (20) days of the Award of Contract, the successful bidder shall furnish: Performance and Labor and Materialman's Bonds satisfactory to the Township guaranteeing the completion of the entire project in accordance with the Contract documents in the amount of one-hundred percent (100%) of the contract price.

**CLARIFICATION OF INSTRUCTIONS**

Should a prospective bidder find a discrepancy in, or omission in, the Specifications or Instructions to Bidders, or should be in doubt as to the meaning of any term contained therein, he/she shall notify in writing the Purchasing Agent of the Township who will clarify any discrepancies by sending written instructions to all bidders. The envelope

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

containing written request for clarification should be clearly marked (hand written) with the words "CLARIFICATION" and the bid name. All requests for clarification must be received by the Township at least five days before the bid opening.

**CLEANUP**

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work he shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up at the completion of the work, the Township may do so and the cost thereof shall be charged to the Contractor.

**COMPLIANCE**

Any STEEL PRODUCTS used in the construction, alternating, repair or maintenance of municipal governments of a permanent or temporary nature shall be produced in the United States ("Steel Product Procurement Act 1984-144").

Any CEMENT PRODUCTS used in the construction, alteration, or maintenance of municipal improvements of a permanent or temporary nature shall be produced in the United States (House Bill 1174-Printer's No. 1322).

**CONTRACT CHANGE**

Contract time for this project shall be as delineated in the Specifications. Any extensions for, or reductions to that time shall be by written change order only. Such extensions or reductions must be requested by the Contractor in writing and MUST be approved by the Township.

**CONTRACTOR TREATMENT OF PUBLIC**

Contractor shall use its best efforts to ensure that its work force is courteous to members of the public encountered during work under this contract. In the event of violation of this provision, the Township shall in its discretion have the right to require the Contractor to remedy the problem and prevent future violations by disciplining the offending employee or employees up to and including removing the employee from work under this contract until such employee or employees have been removed.

**CONTROL OF WORK**

The sequence of the work to be done shall be at the direction of the Township Agents or representative. He may specify the work sequence to obtain the best results and to protect the Township's interest. The Contractor shall promptly comply with instructions from the Township.

On all questions relating to quantities, the acceptability of materials, equipment, or work, the execution, progress or sequence of work and the interpretation of specifications, the decision of the Township Agents or representative is final and binding, and shall be precedent to any payment under the contract.

All work and material are subject to the inspection and approval of the Township. Any work done without proper inspection will be subject to rejection. Inspection of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the contract.

**DEFECTIVE OR DAMAGED WORK**

Any defective or damaged work found to exist prior to approval of final payment shall be promptly corrected or removed and replaced with non-defective work by the Contractor at no expense to the Township. Upon failure of the Contractor to correct the deficiency within a reasonable time, the Township may correct same and deduct the costs from any monies due the Contractor or bill the Contractor. The Contractor agrees to reimburse the Township in such instance.

**EQUAL EMPLOYMENT**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Contractors will take steps to insure employees are treated during employment without regard to their race, color, religion, sex, age or national origin.

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All bidders shall comply with DER Nondiscrimination Clause. The contractor shall comply with all provisions of the Americans and Disabilities Act P.L. 101-336 (1990) and shall hereby aver that it will not discriminate against any employee or applicant for employment because of disability.

**EXAMINATION OF CONTRACT DOCUMENTS AND VISIT TO SITE**

Before submitting a bid, Bidders shall carefully examine the Contract Documents including the Plans and Specifications, shall visit the site of the work and shall fully inform themselves as to all existing conditions and limitations and shall include in their bid a sum sufficient to cover the cost of all items required by the Contract Documents or which can be determined by a visit to the site.

The Bidder shall make such studies, tests, and investigations and make such test borings along the line of work as he believes necessary to determine the character and nature of the conditions to be encountered. No extra payment will be allowed for rock or other conditions unless otherwise indicated in the Specifications.

The Bidder must consider federal, state and local laws and regulations which may affect the cost, progress, performance and time required to properly complete the work. It is the Bidder's responsibility to promptly notify the Township of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Contract Documents and such other related documents.

Information and data shown or indicated in the Contract Documents and Plans with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to the Township by owners of such Underground Facilities or others, and the township does not assume responsibility for the accuracy or completeness thereof. It is the Contractor's responsibility to comply fully with the provisions of Pennsylvania Law concerning the location and protection of Underground Facilities.

Before submitting a bid, each bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences of procedures of construction to be employed by the Bidder and safety precautions and programs incident thereto or which the Bidder deems necessary to determine its bid for the work.

On request, the Township will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a bid. Said Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.

Submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of the specification that without exception the Bid is premised upon performing the work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction that may be shown on indicated or expressly required by the Contract Documents, that Bidder has given the Township written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by the Architect/Engineer is acceptable to the Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the work.

**F.O.B. POINT** - Bid prices quoted shall be F.O.B. Destination, unload and installation of the material when installation is required.

**GOVERNING LAWS AND REGULATIONS**

The successful Bidder on this Contract will be required to comply with all applicable local, State and Federal laws, including those relating to safety, wage rates, employment, environmental protection and restoration of disturbed areas.

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

If, during the interval between advertisement and the submission of bids, a prospective Bidder shall find any provision which is in conflict with a Federal or State law or regulation or with a law or ordinance of the municipality or other local authority, he shall at once notify the Owner. If the Contract Documents are in error or require clarification, correction or clarification will be made by Addendum to the Contract Documents, copies of which will be sent simultaneously to all prospective bidders.

**GUARANTY**

The Contractor shall guarantee that all the materials used and all the work done under the contract shall fully comply with the requirements of the plans and specifications and the instructions of the Township.

All expenses covering return or replacement of defective or improper merchandise will be assumed by the Contractor. In no instance shall the Contractor refer the Township to any distributor or manufacturer for settlement of any claim arising from defective or improper merchandise. If the Contractor shall fail to replace or repair any defective or improper merchandise within thirty (30) days from date of notice, the Township may make the necessary corrective arrangements and charge the cost to money due the Contractor or bill the Contractor. The Contractor agrees to reimburse the Township in such instance. Samples of any warranties or guarantees which will apply to the goods being offered for sale shall be included as part of the bid.

Any defects in the completed work or any failure of the construction to fully perform or endure the service for which it is intended, which in the opinion of the Township are caused by or due to the use of materials, skill or workmanship not in compliance with the said plans, specifications and instructions, that may appear in the work within a period of eighteen (18) months after acceptance by the Township shall be regarded as prima facie and conclusive evidence that the Contractor has failed to comply with the said specifications, plans and instructions. The Contractor in this event shall at his own expense, at such time and in such manner as the Township may direct, repair or take up and reconstruct any such defective work, in full compliance with the original specifications, plans and instructions. For this purpose the Contractor shall execute and deliver to the Township prior to the completion of the work, and final payment therefore, a Bond equal to ten (10%) percent of the contract amount, with an approved surety, conditioned upon the making of all repairs within said time. The repairs required to be made by the Contractor shall extend only to making good any inherent defects which become manifested in the materials and workmanship under ordinary conditions, and shall not be held to cover any breakage or damage caused by improper use or by accident resulting from circumstances over which the Contractor has no control.

**INVOICING**

Invoices shall be sent in duplicate to: WHITEHALL TOWNSHIP, 3219 MacArthur Road, Whitehall, PA 18052-2900

**LIQUIDATED DAMAGES**

The Township is authorized to deduct and retain out any monies, that may be due or become due to the Contractor under this agreement, the sum of one-hundred (\$100.00) dollars per day, not as a penalty but as liquidated damages for each and every day that the work is not completed beyond the time stipulated in the specifications; provided that due account shall be taken of any authorized adjustment of the completed schedule.

**MAINTAINING RIGHTS-OF-WAY IN USE**

The Contractor, at all times, shall keep streets open to traffic. When approved by the Township, traffic may be detoured over an approved route, providing adequate signing is placed. Adequate barricades, flashers and other traffic control devices in accordance with Penn DOT Publication 203 (67 PA Code, Chapter 203), (Work Zone Traffic Control), and Section 900 of Form 408 of the Penn DOT and all applicable supplements and addenda, shall be supplied by the Contractor, and shall remain in constant use, at Contractor's expense, during this Contract. Adequate ingress and egress shall be provided for all adjacent property owners.

The Contractor shall at all times keep the street and highway gutters open so that storm or other surface waters shall not have their flow obstructed. If, in any case, the material excavated from the trenches must temporarily extend over the gutters, it shall be the duty of the Contractor to plank or bridge over the gutters so that the flow of water is not hindered or diverted. Work at all times shall be so conducted as to cause a minimum of inconvenience to pedestrian and vehicular traffic and to private and public properties along the line of work. It shall be the duty of the Contractor

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

during the progress of the work to maintain crossings, walks, sidewalks and other roadways open to traffic, in a satisfactory condition; and to keep all fire hydrants, water valves, fire alarm boxes and postal boxes accessible for use. Whenever it is necessary to maintain pedestrian traffic over open trenches, timber bridges at least three (3') feet in width and equipped with side railings shall be provided by the Contractor.

When it is necessary to haul the excavated material over Township streets, the Contractor shall provide suitable equipment for this work and the Contractor shall promptly and thoroughly clean up all material dropped on streets and highways outside of the immediate trenching area. The Contractor shall be responsible for locating a site for disposal of said excavated material, which site shall be subject to the approval of the Township, and he shall also obtain written approval from the property owner for said disposal. The Township reserves the right to require the Contractor to dump said materials at any location of its choosing within the Township limits at no additional cost to the Township.

All guardrails, street signs and structures disturbed or altered in any way by the construction activities shall be promptly restored to a condition equal to original.

At all times the Contractor shall keep dust under control by any selected means, such as spraying water over exposed trenches and/or covering backfill surface with lime. All streets used by the Contractor shall be kept in a "dust free" condition.

**NO BID REPLY FORM**

Contractors who will not bid this proposal must complete "NO BID REPLY FORM" and return it to the Township.

**PATENTS**

The Contractor agrees to indemnify and save harmless the Township, and all personnel from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products, or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Township as a necessary requirement in connection with the final execution of any contract in which such patented appliances, products, or processes are used.

**PERFORMANCE**

In case of default by the Contractor, the Township may procure the commodity or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.

**PERMITS**

The Contractor shall be responsible for and shall obtain all licenses or permits that may be required in the prosecution of the work unless otherwise specified. These shall include, but may not be limited to, a Whitehall Township Business Privilege License, Building/Demolition Permit and PA DEP Permits.

**QUANTITIES**

The quantities set forth in the proposal are estimates. Awards may be made for more or less. The Township may make an award for all or some of the items set forth in the Proposal and reserves the right to reject any or all bids.

**REMUNERATION**

The work will be inspected by the Township Agents or representative for acceptance promptly upon receipt of the Contractor's written assertion that the work has been completed.

After acceptance, the Township shall make a final determination of the amount and value of work done, and within a period of thirty (30) days thereafter, the Township will pay the entire sum found to be due.

Neither the Township nor any agent, officer, nor representative thereof, shall be liable for, or be held to pay any money to the Contractor, except as herein provided, and the acceptance by the Contractor of the final payment shall be a release to the Township, its officers, and agents from all claims and liability to the Contractor for anything done or furnished for or relating to the work, or for any act of neglect of the Township or any person relating to or affecting the work.

**SAFETY**

All practices, materials and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or Local Safety or Environmental Codes.

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

**SKILLED LABORERS**

The contractor shall employ only competent and skilled laborers on all parts of the work and shall in his absence have on the ground at all times during the progress of the work, a responsible and qualified superintendent.

**SPECIFICATIONS AND PRODUCT DESCRIPTION**

When brand names, model numbers, trade names, catalog numbers or cuts are listed, they are, unless otherwise specified, included for the purpose of furnishing bidders with information concerning the style, type or kind of article desired and a bidder may offer an article which he certifies to be equal in quality, performance and other essential characteristics. Any available printed material or literature which describes the product being offered for sale shall be included with the bid. The Township shall be the sole judge of suitability of substitutes offered. When a formal numbered specification is referred to in this invitation, no deviation will be permitted and the bidder will be required to furnish articles in conformity with that specification.

**SUB-CONTRACTORS**

No portion of the work shall be sublet without the approval of the Township and no Sub-Contractor shall be employed unless in the opinion of the Township he is reliable, responsible and competent to do the work in accordance with the plans and specifications. The names of all Sub-Contractors proposed to be used shall be submitted in writing to the Engineer before such work is started. Contractor may not award more than 50% of the work unless approved in writing by the Township.

**SUSPENSION OF WORK**

The work may be suspended by the Township when deemed in the best interest of the Township.

**TAXES**

The Township is exempt from State and Federal taxes and the price bid must be net, exclusive of taxes. Where permitted by law, the Contractor may claim an exemption from State Sales Taxes for the purchase of materials, supplies, equipment, or parts needed to complete bid requirements by submitting the appropriate "Request for Exemption" forms to the State. However, he is NOT exempt from the payment of Township Business Privilege Taxes related to this work. (Clarification: Materials purchased for the installation of the water main/sanitary sewer are exempt from State sales tax; storm sewer materials are NOT).

**TERMINATION**

If the Contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Township of Whitehall upon the certification of the Assistant Executive that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor, seven (7) days' written notice, terminate the employment of the Contractor and take possession of premises and finish the work by whatever method he may deem expedient.

In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional administrative services, such excess shall be paid to the Contractor. However, if such expenses shall exceed the unpaid balance, the Contractor shall be liable for payment of the difference to the Township.

**UTILITIES**

It shall be the responsibility of the Contractor to exactly locate, as necessary, and in accordance with Act 172, all existing utilities on the project site and to avoid all unnecessary conflicts therewith. The Township does not guarantee the accuracy of the location of the present subsurface utility installations or structures shown on the plans. Neither does the Township guarantee that all subsurface installations are shown.

Delays may be expected in the performance of the work under contract in order to permit public and private facilities to be relocated, adjusted, reconstructed or to provide such safeguards as are necessary to protect public or private

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

property. No charges or claims for additional compensation shall be made by the Contractor for any delays or hindrances, regardless of duration or extent, caused by the failure of the owners of facilities on, under or over the project to adjust their facilities or to protect public or private property during the progress of any portion of the work embraced in the contract, but the Contractor may be granted an extension of time for the completion of work in accordance with Sections elsewhere herein.

It shall be the responsibility of the Contractor to contact all utility companies, concerning their method of supporting exposed utilities. The Contractor will be required to comply with the requirements of the utility companies for providing temporary and permanent supports for all mains and laterals at no additional cost to the Township.

The Contractor will be held responsible for all damage to facilities and/or drainage structures caused by his operations, and such damage will be repaired at the expense of the Contractor in accordance with applicable utility or Municipal Specifications. Repairs to any utility line may be made by the Contractor or the utility company at the discretion of the utility company, and will not be part of this contract.

**VERIFICATION**

The Contractor shall check and verify all dimensions, utilities, and conditions at the site before proceeding with each phase of the work, including subsurface or latent physical conditions.

**WORK CHANGES**

The Township without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, providing the total amount added or eliminated does not exceed twenty-five (25%) percent of the total contract price. All such changes in the work shall be authorized by change order, and shall be executed under the applicable conditions of the contract documents.

The cost or credit to the Township resulting from a change in the work shall be determined by unit prices stated in the Contract documents or subsequently agreed upon or by mutual acceptance of a lump sum properly itemized.

Should concealed conditions encountered in the performance of the work below the surface of the ground or hidden in existing structures be at variance with the conditions indicated by the contract documents, the contract price shall be equitably adjusted by change order upon claim by either party made within twenty (20) days after the first observance of the conditions.

**INFORMATION & CONDITIONS**

**2.0 INFORMATION AND CONDITIONS**

**2.1 INTENT**

It is the intent of this "Invitation to Bid" to secure a Contractor to raze 896 Third Street, Whitehall, PA per the attached specifications.

**2.2 QUALIFICATIONS**

Proposals will only be accepted from firms actively engaged as demolition contractors. All bidders must submit a properly filled-out "Qualifications Form" with their proposal package.

**2.3 RESPONSIBILITY**

It is mutually understood and agreed that the Contractor bids on this work "as is" and that between the time of bidding and the time of actual possession of the property by the Contractor, the Township will not be responsible for the loss of materials which may have disappeared from the sites of demolition.

**2.4 IDENTIFICATION**

All demolition work shall be performed by employees of the Contractor or by employees of an approved subcontractor. Every employee of the Contractor or subcontractor shall at all time wear on his person, plainly visible, a badge showing the name of the employer and the name of the employee. This information may be typed or plainly written in ink. In order that prompt Township approval may be given to the Contractor's certified payrolls, full cooperation shall be given to the Township's Site Inspector in checking the identities of the employees. No worker shall be allowed to work on the site unless he is properly identified.

**2.5 PERMITS**

2.5.1 Before proceeding with this work, the Contractor shall secure all necessary permits and licenses, including, but not limited to, a Whitehall Township Business License, State (PA DEP Asbestos Abatement Certification) and Local Permits. The Township of Whitehall permit fees will be waived, but the Contractor is responsible for all permits. In addition the Contractor is responsible for all subcontractors on site to secure their own necessary permits and licenses as applicable.

**2.6 NON-OWNED TOWNSHIP PROPERTY**

Where the Contractor enters upon properties not owned or controlled by the Township, he shall obtain permission from the owner thereof and on completion of any work shall leave the property clean and free of debris of any kind and shall repair any damage to property which may have been caused by his work or by his employees.

**2.7 BLASTING**

Blasting shall not be permitted except on prior written permission of the Township for each case, and only after filing the necessary State blasting permits, providing proof of blasting certification/insurance and Township notices of activity with the Fire Chief.

**2.8 BURNING**

Burning of any material whatsoever is prohibited.

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

2.9 ASBESTOS REMOVAL

Contractor is responsible for removal and disposal of any asbestos, material, if found in the process of completing this work scope. Contractor shall abide by all Township, State, Federal Laws, OSHA and DEP requirements regarding Asbestos Abatement and Disposal in regard to the public and worker's health and safety.

2.10 SCOPE OF WORK

The Contractor shall furnish all tools, labor and materials of every nature necessary and required to perform the above-mentioned work in a perfect and thoroughly workmanlike manner agreeable to these specifications, the ordinances of the Township, and under the Pennsylvania Uniform Construction Code.

2.10.1 Demolition of 896 Third Street, Whitehall, PA

Raze entire building and remove accessory structures and all appurtenances such as fencing, sheds, garages.

Fill and grade lot to pre-construction level with clean fill located on lot. Seeding is not required. Basement walls shall be razed.

The retaining wall which exists shall remain in place and is not to be removed. This is to reduce the work involved in finished grading of the site, and to keep it consistent with circumstances which presently exist.

Erosion and sedimentation control around property, and appropriate tire cleaning area.

Remove and dispose of in an approved manner all debris and waste on property.

Grade site and protect adjoining lot.

The demolition site during work hours of Contractor is to have one worker on ground watching demolition site to keep people away from said work area.

The hours Contractor is not working at the site is to have area fenced off from pedestrians.

Whitehall Township shall bear responsibility for the removal of all mature trees on the site. This work shall be completed prior to the razing of the structures.

3.0 UTILITIES

3.1 PROTECTION

3.1.1 Special care will be given so as not to interrupt utility services in the demolition area.

3.2 SEWER LINES

3.2.1 Care shall be used to protect sanitary and storm sewer manholes and intakes.

3.2.2 All sewer, water and gas laterals shall be excavated and plugged at the curb line at the discretion of the Utility Provider. All plugging shall be inspected and approved by the Utility Provider at the time such work is performed before any demolition can start.

4.0 PUBLIC SAFETY

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

4.1 STREETS AND PASSAGEWAYS

- 4.1.1 Curbs, public sidewalks outside the lot line, and street paving are not to be disturbed.
- 4.1.2 The Contractor shall not close or obstruct any streets, sidewalks, alleys or passageways unless specifically authorized. No materials whatsoever shall be placed or stored in streets, alleys or passageways. The Contractor shall conduct his operations so as to interfere as little as possible with the use ordinarily made of any roads, streets, driveways, alleys, sidewalk facilities, etc., near enough to the work to be affected thereby.
- 4.1.3 Special care will be given so as not to block off access to any fire hydrants in the demolition area.

4.2 FREE PASSAGE

- 4.2.1 Demolish structures in such manner as to avoid hazards to persons and property, interference with the use of adjacent property, and interruption of free passage to and from such property.
- 4.2.2 Sidewalk bridges and covered walkways shall be provided where necessary to protect pedestrian traffic.

4.3 ADJACENT BUILDINGS

- 4.3.1 In demolishing any building which abuts or is adjacent to a building or property not to be demolished, the Contractor will exercise special care so as not to damage, destroy or endanger any wall or roof of any abutting or adjoining building. If any roof or wall of any not-to-be-demolished building shall be damaged or made non-weather tight as a result of demolition activities (whether or not such demolition activities shall have been performed negligently), the Contractor shall immediately make such repairs as may be necessary to make such building weather tight.
- 4.3.2 In areas where basement walls of properties, not to be demolished, are exposed, they shall be made weather tight and backfilling shall be compacted three (3') feet from basement line and graded so as run off will move away from building.

4.4 BARRICADES, ETC.

- 4.4.1 The use of barricades on this project will comply with the Township of Whitehall Building Code and/or as required by the Bureau of Public Works.
- 4.4.2 Barricade as directed by the Township, shall be erected and maintained by the Contractor around all operations and all openings in the ground as long as such operations or openings shall, in the opinion of the Township, constitute a hazard or a dangerous condition.

4.5 WELLS, ETC.

Before beginning demolition operations, the Contractor shall pump out and clean, in a sanitary manner, all wells and cesspools within the areas to be cleared, and after disinfecting them as may be required by the Township, shall fill them to adjacent ground level in the manner prescribed for backfilling.

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

4.6 SHRUBBERY

All stumps, and shrubbery shall be removed from the site at the direction of the Township; provided, Township, as noted previously will remove all mature trees.

5.0 DEMOLITION PROCEDURES

5.1 GENERAL

5.1.1 The Township shall determine the sequence of property to be demolished.

5.1.2 Upon "Notice to Proceed" the Contractor, he then may proceed at once with the removal of the structures released to him and perform the work in such order as the Township in its discretion may require. Whitehall Township shall have removed any items that are of use to us. Any remnant items for salvage or scrap sale value shall be possessed by contractor.

5.1.3 A fire hose is to be on the demolition site at all times and when dust occurs; water shall be sprayed onto site to control dust.

5.1.4 All trash, debris, etc., in the demolition area will be removed by the Contractor, and any such material placed in the demolition area during the contract term will be removed by the Contractor with no change in price. (The demolition area is responsibility of Contractor, and it is up to him to police.)

5.1.5 Window and door frames shall not be removed until the demolition work shall have progressed to their elevations in the walls.

5.2 ABOVE GROUND

5.2.1 All masonry walls above ground shall be demolished in small sections. No piece larger than 12" x 24" shall be allowed in the backfill.

5.2.2 All walls and foundations, except party walls of properties not included in the Contract, shall first be removed to the elevation of the present sidewalk and grade of the property outside of the wall or foundation. Party walls between structures to be demolished shall be removed to the level of adjacent walls and made watertight satisfactory to the Township.

5.2.3 Rubbish and demolition items shall be lowered by use of power cranes, hoists, etc., as required by the work. Chutes shall have baffle plates or similar devices to prevent descending materials from attaining dangerous speeds. The act of dropping or free falling the demolition materials to the ground, beyond the building walls, will not be permitted. (See Section 5.4).

5.3 BASEMENT

5.3.1 For the intents and purposes of these specifications, a basement is defined as follows: A Basement is a part of a structure situated no less than three (3') feet below the highest elevation of the immediate surroundings ground level. All floor construction, except concrete or masonry basement floors, shall be removed regardless of elevation or location. All basement partitions, furnaces, heating apparatus, piping, gasoline or oil tanks, miscellaneous fixtures and stairways shall be removed.

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

- 5.3.2 No walls shall be thrown into any cellar until the Township has approved the condition of the cellar, and before all combustible material and metal has been removed. The first floor flooring of each building shall remain intact until the walls are down and no material shall be allowed to collect in the cellar during demolition. No unstable or combustible material will be permitted in the fill, and any material encountered in the demolition which the Contractor proposes to use as fill shall be stored on the ground until the walls are down. Plaster and mortar will not be permitted in the cellar until the cellar is approved for backfilling.
- 5.3.3 After the first floor flooring is removed, remove all partitions, stairways, furnaces, piping and other apparatus and debris from the basements. If the partitions are masonry, they may be broken up and used as backfill. These masonry partitions shall not be broken up until the basement has been inspected and approved for backfilling.
- 5.3.4 When the basements have been approved for backfilling, all basement floors shall be broken up into pieces not larger than three (3') feet in the longest dimension. After the floor is broken up the masonry partitions may be broken up into pieces not larger than two (2') feet in the longest dimensions and used for backfill.

5.4 CHUTES (WHEN USED AT DEMOLITION SITES)

- 5.4.1 Chutes for the removal of materials and debris shall be provided in all such parts of demolition operations that are more than twenty (20') feet above the point where the removal of material is affected.
- 5.4.2 Such chutes shall be completely enclosed. They shall not extend in an unbroken line for more than twenty-five (25') feet, but shall be equipped at intervals of twenty-five (25') feet or less with substantial stops to prevent descending material from attaining dangerous speed.
- 5.4.3 The bottom of each chute shall be equipped with a gate or stop, with suitable means for closing or regulating the flow of material.
- 5.4.4 Chutes, floors, stairways and other places affected shall be sprinkled sufficiently to keep down the dust.

6.0 BACKFILLING

- 6.1 Backfilling and grading must be performed to provide for adequate drainage and the maximum practicable prevention of erosion. In grading and backfilling, the contractor will be guided by existing elevations, using existing streets as gradient guides. No backfilling of any basement or other area may occur until such area is inspected and approved by the Township's representative. Any and all backfilling completed without the Township's permission will be subject to re-opening at Contractor's expense.
- 6.2 Acceptable backfill shall be clay earth material, some broken concrete, masonry and stone from the individual building may be used as specified above and according to inspector's limits. No organic material, paper, glass, wood, or metal may be used for backfill. The approved earth shall not come from the site of demolition, except on prior written approval by the Township. The Contractor shall furnish and place all backfill as specified.
- 6.3 Masonry rubble and gravel or shale materials, shall be placed in horizontal layers not exceeding eight (8") inches, be crushed and fully compacted to form a dense firm and unyielding surface.
- 6.4 The top two (2') feet in backfilled areas will be clean fill (clean fill is fill free from organic material, wood, metal, paper, glass, etc.)

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

7.0 CLEAN-UP

- 7.1 The Contractor shall remove any refuse or other material of any kind upon request by the Township from the sites covered by this contract, including the surface of vacant lots. Upon completion of the work the sites shall be free of debris except material used for backfilling cellars. The Contractor shall not deposit any material, debris, or backfill on any lots not specifically included in this contract or specifically approved by the Township.

8.0 DISPOSAL OF DEMOLITION WASTE MATERIAL AND REFUSE

- 8.1 The Contractor shall dispose of all solid waste, including demolition waste, at a disposal facility as indicated on the Contractor's bid and as approved or permitted by the PA DEP. An alternative disposal site or method shall not be utilized until and unless the disposal site and disposal method is under permit to, or approved by, the PA DEP for managing such solid waste. Failure to comply with this provision may result in the liquidation of the Contractor's performance bond by the Township or the withholding of final payment to the Contractor, or both, of the preceding sanctions. DEP approved permits shall be submitted at time of contract award.
- 8.2 All material and refuse moved to an approved landfill disposal area shall be moved in a safe and sanitary manner, so as not to litter the roadways.
- 8.3 The demolition material and refuse is to be covered at the end of each day's operation. The operation must be accomplished in a safe and sanitary manner, with efficient equipment, and at the demolition contractor's own expense.
- 8.4 Permission and approval must be given by the owner of the landfill, in writing, to the demolition contractor, and a copy must be given to the Township of Whitehall.

9.0 COMPLETION SCHEDULE

- 9.1 Work shall be pursued to completion within 60 days after Notice to Proceed.
- 9.2 If the Contractor ignores a written directive from the Township to begin work at a particular site within five (5) days, or fails to respond on a same day basis to an emergency situation after being verbally notified, the Township reserves the right to have the work performed by others and deduct said costs from the contract.
- 9.3 Working hours will be from 7:30 a.m. until 4:00 p.m., Monday through Friday. NO SATURDAY, SUNDAY, HOLIDAY OR OVERTIME WORK WILL BE PERMITTED WITHOUT PRIOR CONSENT FROM THE TOWNSHIP.

10.0 CONTACT PERSON

In the event of after hour emergencies, the Township requires a contact person and phone number. This information must be provided prior to project start date.

# Keystone Code Consulting and Enforcement

PO Box 391  
Bethlehem, Pennsylvania 18016-0391

Phone 610.866.9663

Fax 610.866.2664

A \_\_\_\_\_

(Office Use Only)

## DEMOLITION UTILITY SIGN OFF FORM

Date Received: \_\_\_\_\_

Permit # \_\_\_\_\_

(Office Use Only)

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

Owner: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

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

Contractor: \_\_\_\_\_ Phone#: \_\_\_\_\_ Email: \_\_\_\_\_

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

Type of Structure: \_\_\_\_\_ Number of Stories \_\_\_\_\_

Square Feet of Structure: \_\_\_\_\_ Dimensions: \_\_\_\_\_

Scheduled Date of Demolition: \_\_\_\_\_ Cost \$: \_\_\_\_\_

Whitehall Township Business License#: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_ Phone #: \_\_\_\_\_

### Utility Sign Off Signatures (Required) (Sign and Print Name)

PPL Electric: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

UGI Gas: \_\_\_\_\_ Date: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

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

Cable Service: \_\_\_\_\_ Date: \_\_\_\_\_

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

Water Service: \_\_\_\_\_ Date: \_\_\_\_\_

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

Sewer Service: \_\_\_\_\_ Date: \_\_\_\_\_

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

## Utility Contact Information

- PA One Call – 1800-242-1776
- PPL Electric – 1-800-342-5775
- UGI Gas – 610-866-0951
- Telephone Service – (Must contact provider)
- Cable Service –
  - ❖ Service Electric – 610-865-9100 \*7 Fax# - 610-865-5031
  - ❖ RCN – 800-746-4726
- Water Service –
  - ❖ Whitehall Water Authority – 610-770-1155 Fax# - 610-770-8964
  - ❖ NBMA Water Authority – 610-267-6711 Fax# - 610-262-6796
- Sewer Service –
  - ❖ Coplay-Whitehall Sewer Authority – 610-437-4461 Fax# - 610-437-0696
  - Whitehall Fire Department – Chief Robert Benner 610-437-5524 (x166)

## NOTES

1. The property must be restored to a grade level that does not allow any hazardous conditions or does not allow water to run off onto neighboring properties.
2. All safety issues must be addressed prior to demolition. (Safety Barriers, traffic control, fire department notification, etc)
3. DEP Approval (if required)

**WORKERS COMPENSATION VERIFICATION FORM**

A. The Applicant is a Contractor within the meaning of the Pennsylvania Workers Compensation Law:

Yes       No

If the answer is "YES", complete Sections B and C below as appropriate.

---

B. **INSURANCE INFORMATION:**

Name of Applicant \_\_\_\_\_

Federal or State Employer Identification No. \_\_\_\_\_

Applicant is a qualified self-insurer for Workers Compensation.

Name of Workers Compensation Insurer \_\_\_\_\_

Workers Compensation Insurance Policy No. \_\_\_\_\_

Policy Expiration Date \_\_\_\_\_

---

C. **EXEMPTION**

Complete Section C if the Applicant is a contractor claiming exemption from providing Workers Compensation Insurance.

The undersigned swears or affirms that he/she is not required to provide Workers Compensation Insurance under the provisions of Pennsylvania's Workers Compensation Law for one of the following reasons, as indicated:

- Contractor with no employees. Contractor prohibited by law from employing any individual to perform work pursuant to this building permit unless contractor provides proof of insurance to the Township.
- Religious exemption under the Workers Compensation Law.

---

Applicant Name - *Please Print Clearly*

---

Address

---

City, State, Zip

---

County

---

Municipality

---

Signature of Applicant

Subscribed and sworn before me this

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

---

Signature of Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL)

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

OFFICE USE ONLY

APPROVAL:

PERMIT APPROVED: \_\_\_\_\_ Date: \_\_\_\_\_

CODE OFFICER: \_\_\_\_\_

Permit #: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Date Expires: \_\_\_\_\_

Permit Fee: \$ \_\_\_\_\_

PA State Fee: \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

**PROPOSAL/SIGNATURE PAGE**

TO: WHITEHALL TOWNSHIP  
3219 MacArthur Road  
Whitehall, PA 18052

DATE: \_\_\_\_\_  
BID NO.: \_\_\_\_\_  
BID NAME: \_\_\_\_\_

The Undersigned having examined the Specifications, Standard Requirements and all other documents and being familiar with the various conditions under which these services and/or supplies are to be used, agrees to furnish all labor, material, tools, equipment and services to furnish the requirements called for in the bid, for the prices stated on Proposal Page.

The Undersigned hereby certify that this proposal is genuine and not sham, collusive, or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein names, and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham bid or any other person, firm or corporation from bidding and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

**TOTAL COST TO RAZE 896 THIRD STREET** \$ \_\_\_\_\_

\_\_\_\_\_  
(Price as expressed in written form)

**NAME OF APPROVED DUMP SITE:** \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Zip Code

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Years in Business \_\_\_\_\_ as ( ) Individual ( ) Partner or ( ) Corporation

Federal I.D.# \_\_\_\_\_ or Social Security # \_\_\_\_\_

(Seal)

**NO BID REPLY FORM**

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

TO: WHITEHALL TOWNSHIP  
3219 MacArthur Road  
Whitehall, PA 18052  
ATTN: Mary Ann Miller, CPPO

DATE: \_\_\_\_\_  
BID NO.: \_\_\_\_\_

To assist us in obtaining good competition on our Request for Bids, we ask that each firm has received an invitation, but does not wish to bid, state their reason(s) below and return to this office. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below, or do not return this form or bonafide bid.

Unfortunately, we must offer a "No Bid" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the bid process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the Township of Whitehall.  
Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Bids are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ We wish to remain on the Bidders' List.

\_\_\_\_\_ We wish to be deleted from the Bidders' List.

**CONTRACTORS QUALIFICATION STATEMENT**

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

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

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATED \_\_\_\_\_

EXPLANATORY

Before any bids are deemed to be properly submitted to the Township of Whitehall, Pennsylvania, it will be required that each and every question herein contained be answered, giving specific, definite and detailed information. An answer must not be evasive, indefinite or general.

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

If the space provided in this form to answer any question is not large enough, the contractor shall add additional sheets or space.

1. How many years has your organization been in business as a contractor under your present name? \_\_\_\_\_

2. Have you ever failed to complete any work awarded to you? If so when, where and why? \_\_\_\_\_  
\_\_\_\_\_

3. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his own name? If so, when, where and why? \_\_\_\_\_  
\_\_\_\_\_

a. Has any officer or partner of your organization been in business under any other corporate organization or partnership which failed to complete a municipal contract: If so, when, where and why? \_\_\_\_\_  
\_\_\_\_\_

4. Have liens or lawsuits of any kind been filed against any of your contracts? Give full details. \_\_\_\_\_  
\_\_\_\_\_

5. If a corporation, state:

a. Date when organized \_\_\_\_\_

b. Under the laws of what state organized \_\_\_\_\_

6. List Surety Companies and Bonding Companies which have heretofore bonded you (give name and address of company and name and amount of contract and amount of bond for the same) within the last five (5) years.

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

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

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

6. (Cont'd.)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

7. List all contracts which you are now performing, or for which you have signed contracts but not started work. (Give names and amounts of contracts and owners).

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

8. State all your banking connections and give banking references:

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

9. The work, if awarded to you will have the personal supervision of whom? \_\_\_\_\_

\_\_\_\_\_

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

THIS AGREEMENT, made and entered into this \_\_\_\_\_, 2013, by and between Whitehall Township, 3219 MacArthur Road, Whitehall, PA 18052, a body corporate and politic, existing under and by virtue of the Laws of the Commonwealth of Pennsylvania, hereinafter referred to as the OWNER, party of the first part,

A  
N  
D

\_\_\_\_\_, a Contractor doing business under the Laws of the Commonwealth of Pennsylvania, with its principal office at Address, hereinafter called the CONTRACTOR, party of the second part.

WHEREAS, the OWNER, pursuant to the authority vested in it by the Acts of Assembly of the Commonwealth of Pennsylvania, did, by advertisement heretofore made in accordance with the provisions of said Acts, invite proposals for the construction of:

**CONTRACT NO. 13-03  
DEMOLITION PROJECT – 896 THIRD STREET**

and

WHEREAS, in accordance with said advertisement and with the documents prepared by the Township and submitted to bidders, the CONTRACTOR submitted to the OWNER a proposal for the construction of the said work, and a contract was duly awarded by the OWNER to the CONTRACTOR for the construction of the work for the prices specified in the proposal, and the same was duly approved by the OWNER; and whereas the Information for Bidders, the Standard Contract Provisions, the Specifications (Standard, Detail and all Addenda), the Contract Plans, the Proposal, and a copy of the Advertisement, and all other Contract Documents are made a pertinent part of this Contract as if incorporated herein. Also included in the enumeration of Contract Documents are the Certification Forms associated with the Community Development Block Grant funding.

CONTRACTOR also agrees to attend the Preconstruction Conference and to complete and fill all information and certifications required by Whitehall Township in connection with the Community Development Block Grant funding for the named project.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the CONTRACTOR agrees to provide and furnish all labor; all necessary tools, plants, machinery, and equipment; all utility and transportation services; and all materials, both expendable and permanent; and, at its own risk and expense, to construct and complete all items of work within the time specified, time being of the essence of this Contract; all in accordance with the Information for Bidders, the Specifications (Standard, Detail and Addenda), the Contract Plans and Detail Drawings as may be furnished or approved by the OWNER, all other Contract Documents, and such instructions as may be issued by the OWNER during the progress of the work, and to complete all items of work therein required to be done within the time specified.

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

CONTRACTOR asserts that he is experienced and able to properly complete the work in accordance with the provisions and schedules contained in the Contract Documents and agrees to provide a resume of his experience and financial responsibility to become a part of this Agreement.

THIS AGREEMENT FURTHER WITNESSETH that the OWNER will pay and the CONTRACTOR will accept, in full consideration for the performance of the CONTRACTOR'S obligation hereunder, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_).

THIS AGREEMENT FURTHER WITNESSETH that the CONTRACTOR, by executing this agreement, declares and asserts that it has read each and every clause in each of the Contract Documents, which are hereby made a part hereof with like force and effect as though recited herein at length, and fully understands the meaning of same, and that, in connection therewith, he has examined the site of the work and fully understands the character of the work to be done under this agreement and agrees to complete the work in the number of days set forth in the Contract Documents.

THIS AGREEMENT FURTHER WITNESSETH that the CONTRACTOR agrees, simultaneously with the execution of this agreement, to deliver to the OWNER a Performance Bond with corporate surety and a Payment Bond in the full amount of the contract price; said corporate surety shall be satisfactory to the OWNER. The CONTRACTOR likewise, simultaneously with the execution of this agreement, shall deliver to the OWNER a Certificate of Insurance satisfactory to the OWNER, certifying that adequate and complete insurance is carried by the CONTRACTOR, in complete accordance with the requirements of the Contract Documents.

THIS AGREEMENT FURTHER WITNESSETH that the CONTRACTOR herein certifies that it is familiar with Act No. 247 of 1972 of the Commonwealth of Pennsylvania which requires that the provisions of Federal and State Statutes, Rules and Regulations dealing with the prevention of Environmental Pollution in the preservation of public natural resources be set forth and hereby acknowledges that it has been advised that certain statutes of the Commonwealth of Pennsylvania and of the United States of America and the rules and regulations of appropriate Bureaus may govern a portion or portions of the work, including, but not being limited to, the Clean Streams Law, the Act of June 22, 1937, P.L. 1987, as amended, 35 P.S. 691.1 et seq., and the regulations promulgated by the Department of Environmental Resources thereunder, and the Act regulating Vehicle Emission Systems being the Act of June 16, 1972, of the Commonwealth of Pennsylvania.

THIS AGREEMENT FURTHER WITNESSETH that the CONTRACTOR further agrees that there shall be no discrimination against any employee, any applicant for such employment, or any other person in carrying out this project because of race, religion, color, national origin, sex or age and that all requirements of the Pennsylvania Human Relations Act (43 P.S. 951, et seq.), 43 P.S. 153, Executive Order 1972-1, and Contract Compliance Regulations (16 PA Code, Ch. 49) as revised and printed in the Pennsylvania Bulletin, Vol. 5, No. 10, Saturday, March 8, 1975, of the Pennsylvania Human Relations Commission are part of this Agreement.

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

IN WITNESS WHEREOF, the OWNER, by virtue of a motion duly passed by its Governing Body, has caused this contract to be signed and executed in the name of the OWNER and for the OWNER and the corporate seal of the OWNER to be affixed hereto and attested to by its Secretary, and the CONTRACTOR has caused this instrument to be executed the day and year first above written.

(Owner)

By: \_\_\_\_\_  
(Signature)

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

ATTEST:

\_\_\_\_\_

(SEAL)

(Contractor)

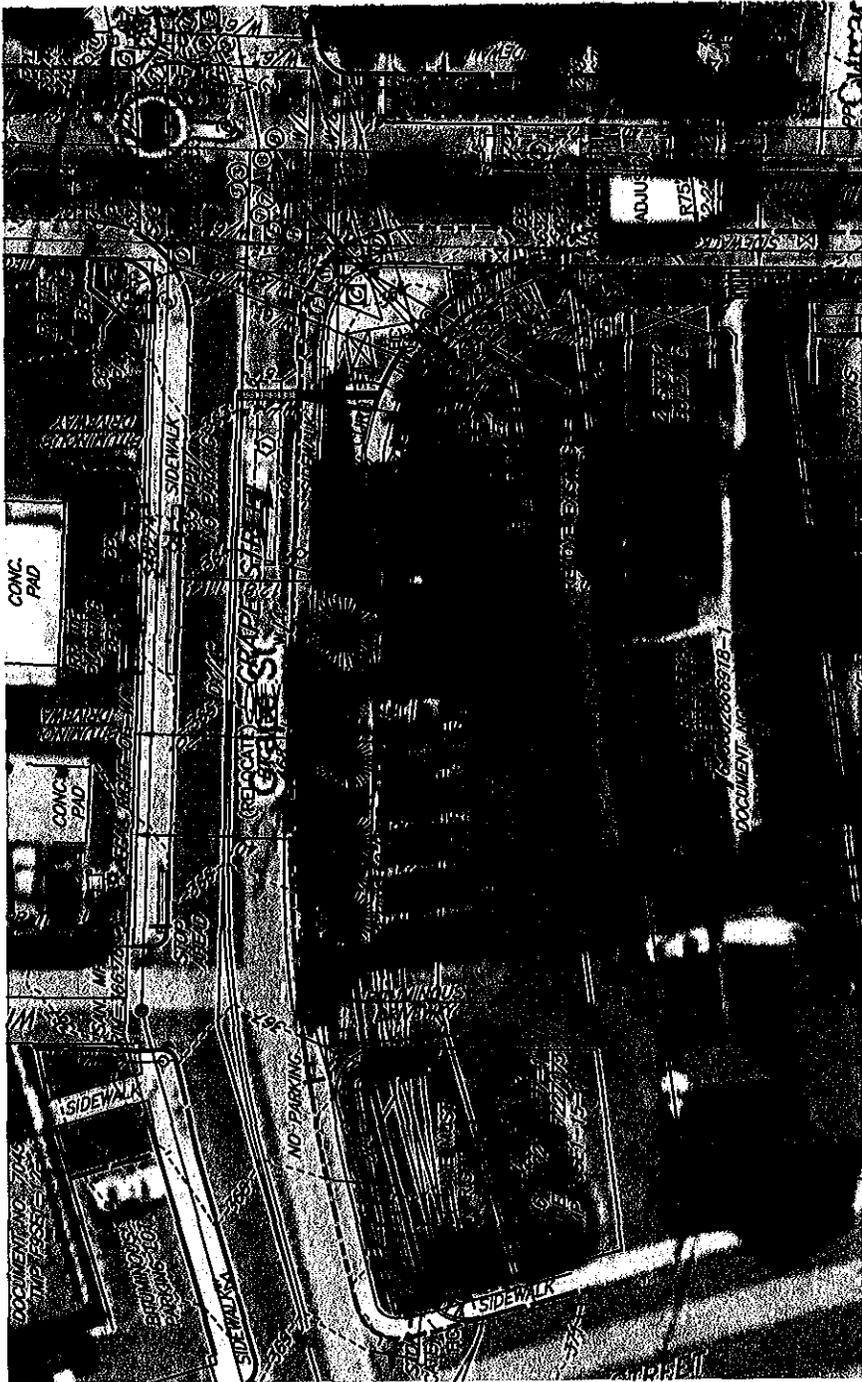
By: \_\_\_\_\_  
(Signature)

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

WITNESS/ATTEST:

\_\_\_\_\_

(SEAL)



PROPOSAL/SIGNATURE PAGE

TO: WHITEHALL TOWNSHIP  
3219 MacArthur Road  
Whitehall, PA 18052

DATE: \_\_\_\_\_  
BID NO.: \_\_\_\_\_  
BID NAME: \_\_\_\_\_

The Undersigned having examined the Specifications, Standard Requirements and all other documents and being familiar with the various conditions under which these services and/or supplies are to be used, agrees to furnish all labor, material, tools, equipment and services to furnish the requirements called for in the bid, for the prices stated on Proposal Page.

The Undersigned hereby certify that this proposal is genuine and not sham, collusive, or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein names, and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham bid or any other person, firm or corporation from bidding and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

TOTAL COST TO RAZE 896 THIRD STREET

\$15,500.00

fifteen thousand five hundred dollars  
(Price as expressed in written form)

NAME OF APPROVED DUMP SITE Commonwealth Environmental

Company Name Maconna Ent Inc

Address 610 3rd St

Port Carbon PA 17965  
Zip Code

Signature [Signature]

Print Name Vincent Maconna

Title President

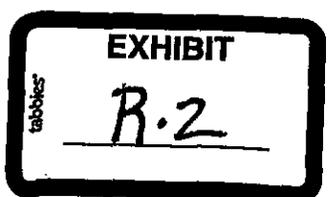
Phone 570 573 8137 Fax 570 622 5621

Years in Business 10 as ( ) Individual ( ) Partner or (X) Corporation

Federal I.D.# 20-8308933 or Social Security # \_\_\_\_\_

(Seal)

NO BID REPLY FORM



CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

NAME: Masonna Ent Inc  
ADDRESS 6010 3<sup>rd</sup> St Port Carbon PA 17965  
TELEPHONE 610 513 8787 DATED 3/1/13

EXPLANATORY

Before any bids are deemed to be properly submitted to the Township of Whitehall, Pennsylvania, it will be required that each and every question herein contained be answered, giving specific, definite and detailed information. An answer must not be evasive, indefinite or general.

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

If the space provided in this form to answer any question is not large enough, the contractor shall add additional sheets or space.

1. How many years has your organization been in business as a contractor under your present name? 10

2. Have you ever failed to complete any work awarded to you? If so when, where and why? No

3. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his own name? If so, when, where and why? No

a. Has any officer or partner of your organization been in business under any other corporate organization or partnership which failed to complete a municipal contract: If so, when, where and why? No

4. Have liens or lawsuits of any kind been filed against any of your contracts? Give full details. No

5. If a corporation, state:

a. Date when organized 2001

b. Under the laws of what state organized Pennsylvania

6. List Surety Companies and Bonding Companies which have heretofore bonded you (give name and address of company and name and amount of contract and amount of bond for the same) within the last five (5) years.

Western Surety \$ 140,000

Western Surety \$ 79,800

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

6. (Cont'd.)

Western Surety	\$ 89,900
Western Surety	\$ 18,800
Western Surety	\$ 74,000
Western Surety	\$ 15,100
Western Surety	\$ 20,000

7. List all contracts which you are now performing, or for which you have signed contracts but not started work. (Give names and amounts of contracts and owners).

Miller Bros Const. - Demo of Cathey's Lumber  
Shenandoah County - Demo of Single Structure home  
City of Shenandoah - Demo + clean up of Hazardous site

8. State all your banking connections and give banking references:

First National Bank - 570 622-0970

9. The work, if awarded to you will have the personal supervision of whom? Vincent Manna



# TOWNSHIP OF WHITEHALL



## BOARD OF COMMISSIONERS

LINDA K. SNYDER, *President*  
PHILIP M. GINDER, *Vice President*  
PAUL F. GEISSINGER, *Secretary*  
DENNIS C. HOWER  
CLAIR D. HUNSBERGER  
GERARD F. PALAGONIA  
THOMAS SLONAKER

## ADMINISTRATION

EDWARD D. HOZZA, Jr., *Mayor*  
JOHN D. MEYERS, *Deputy Mayor*  
KEYSTONE CONSULTING ENGINEERS, INC.  
*Consulting Engineers*  
CHARLES J. FONZONE, ESQ., *Solicitor*  
Diane Hunsicker, *Treasurer*

May 1, 2013

Madonna Enterprises, Inc.  
610 3<sup>rd</sup> Street  
Port Carbon, PA 17965  
Attn: Mr. Vincent Madonna

RE: Contract No. 13-03  
Contract for: Demolition of 896 Third St. Property

Dear Mr. Madonna:

Enclosed for your file is a Purchase Order and executed copy of the above-referenced Contract. Since you have provided the Township with the necessary documents, we are returning your Bid Bond in the amount of ten percent of the total amount bid, which you used as security.

If you have any questions concerning the above, please feel free to contact this office.

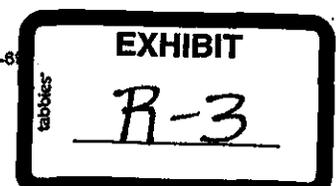
Sincerely,

Mary Ann Miller, CPPO  
Purchasing Agent

MM/mkd

Enclosure

Cc: Edward D. Hozza, Mayor  
John D. Meyers, Deputy Mayor  
John F. Rackus, Bureau Chief of Public Works  
Diane Hunsicker, Treasurer  
Brian Corrigan, Finance Officer  
Diane Lindeman, Accounts Payable Clerk  
File - w/attach.





**TOWNSHIP OF WHITEHALL**  
 3219 MacARTHUR ROAD  
 WHITEHALL, PA 18052  
 (610) 437-5524 • FAX (610) 437-6963

**PURCHASE ORDER NO.**

20130426

April 30, 2013

PW

**FOR PROMPT INVOICE PAYMENT**  
 OUR ORDER NUMBER MUST APPEAR ON ALL CORRESPONDENCE, INVOICES AND PACKAGES. NOTIFY US IMMEDIATELY IF UNABLE TO SHIP COMPLETE ORDER BY DATE SPECIFIED.

**VENDOR**  
 Madonna Enterprises, Inc.  
 610 Third St.  
 Port Carbon, Pa 17965  
 Vincent Madonna  
 570-573-2787

**SHIP TO**

ORDER DATE:	BUYER:	REQ. NO.	REQ. DATE		
TERMS:	F.O.B.	DESC.			
ITEM NO.	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

This Purchase Order is being issued to  
 raze 896 Third Street, Whitehall, Pa  
 per bid specifications 13-03

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$
	54-57002			TOTAL \$ 15,500.00
				DEMO 896 THIRD ST. PROP.

**APPROVED BY**

*Mary Ann Miller*  
 AUTHORIZED SIGNATURE

WHITE - VENDOR

YELLOW - PURCHASING

PINK - ACCOUNTING

GREEN - REQUISITION

**CONTRACT (No. 13-03)**

THIS CONTRACT made this 03 day of April, 2013, by and between Madonna Enterprises Inc., hereinafter referred to as the "Contractor"), and THE TOWNSHIP OF WHITEHALL, a Pennsylvania home rule charter municipality and municipal corporation (hereinafter referred to as the "Township").

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises contained herein, and intending to be legally bound, do hereby agree as follows:

1. This Contract relates to the work, materials, and/or equipment described in the Instructions to Bidders and Specifications prepared by the Township, dated March 2013, and identified as:

**"DEMOLITION PROJECT 896 THIRD STREET"**

2. When used herein, the term "Contract" shall include, when applicable and unless expressly excluded hereby, this contract document, the Notice to Bidders, Instructions to Bidders, Specifications, Drawings, Plans, Terms, Conditions, Contractor's Proposal, Contractor's Performance Bond, and Contractor's Labor and Materialmen's Payment Bond related hereto, and any addenda thereto. Said documents are hereby expressly incorporated herein by reference.

3. The Contractor shall perform all the work and deliver all materials and equipment necessary to fully and completely comply with this Contract.

4. In exchange for full and complete compliance with this Contract by the Contractor and upon acceptance by the Township of the work, materials, and equipment specified in this Contract (collectively referred to herein as the "Work"), the Township shall pay the total Contract price of Fifteen Thousand, Five Hundred 00/100 Dollars (\$15,500.00) in accordance with the schedule of payments, if any, set forth in this Contract.

5. The Contractor shall only employ first class workers duly skilled in the type of labor they are employed to perform with respect to the work to be performed under this Contract.

6. The Contractor agrees:

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

(b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, national origin, ancestry, or gender;

(c) That the contractor shall comply with all provisions of the Americans and Disabilities Act P.L. 101-336 (1990) and shall hereby aver that it will not discriminate against any employee or applicant for employment because of disability.

(d) That there may be deducted from the amount payable to the Contractor under this Contract a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract; and

(e) That the contract may be cancelled or terminated by the Township and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this paragraph.

7. The Contractor agrees to furnish within the prescribed time all bonds and certificates of insurance required by this Contract or applicable laws or regulations. The Contractor agrees that no work shall be performed and no materials or equipment shall be furnished under this Contract until said bonds and certificates are received and accepted by the Township.

8. The Contractor shall comply with all federal, state, and local laws, ordinances, and regulations which may pertain to the Work and the contractor shall be responsible to have knowledge of all applicable federal, state, and local laws, ordinances and regulations. Specifically, the contractor shall comply with all applicable minimum or prevailing wage requirements, whether federal or state, by paying his workers no less than the minimum wage rates required with respect to the Work.

9. If this Contract entails any work involving the employment of labor, the Contractor agrees to accept the provisions of the Pennsylvania Workmen's Compensation Act insofar as the Work is concerned and contractor will insure its liability thereunder or file with the Township a certificate of exemption from insurance from the Bureau of Workmen's Compensation. The Contractor shall not sign this Contract until it has furnished to the Township, to the extent required by this paragraph, proof of its acceptance of the Workmen's Compensation Act and proof that it has insured its liability thereunder or filed the appropriate certificate of exemption with the Township. If the Contractor shall sign this Contract in violation of the preceding sentence, this Contract shall be void and of no force or effect against the Township until the required proof is presented to the Township, and Township shall be deemed to have not signed this Contract until such time.

10. Upon the breach or anticipatory breach of any one or more of the terms of this Contract by the Contractor, the Township shall have the right to assert any remedy available at law or in equity therefore, and shall not be confined solely to those remedies, which may be specifically provided in this Contract. The Township's remedies shall include, but not be limited to: (a) withholding from the Contractor as much of the accrued payments or advances as the Township may consider necessary to cover any consequential damages caused in whole or in part by the acts, omissions, or threatened acts or omissions of the Contractor, his agents or assigns, after written notice thereof to the Contractor; (b) termination of this Contract; (c) completion of this Contract by the Township or by any of its agents, employees, or designated independent contractors (whether designated by the Township or any bonding company); (d) suit for damages for breach of contract; (e) suit upon the bond(s), if any, provided by the Contractor; (f) any other legal or equitable remedy which the law would provide the Township for the enforcement of, or for the Contractor's breach of, any of the provisions of this Contract. The remedies available to the Township shall be cumulative so that if the Township pursues one remedy against the Contractor with respect to any breach or anticipatory breach, the Township shall not be excluded from pursuing any other available remedies for such breach.

11. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

12. The invalidity or unenforceability of any particular provision of this Contract shall not affect the validity or enforceability of the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

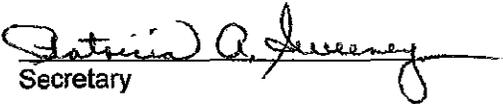
13. Indulgences extended by the Township to the Contractor shall not be construed as a waiver of any breach by the Contractor, nor shall any waiver of one breach be construed as a waiver of any rights or remedies with respect to any subsequent breach.

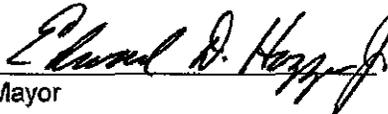
14. This Contract shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first above written, intending to be legally bound.

Attest:

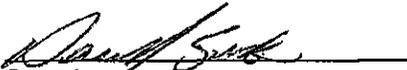
TOWNSHIP OF WHITEHALL

  
Secretary

By:   
Mayor

Attest:

(Contractor)  
By: 

  
Secretary



# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

BOND # 71389876

**KNOW ALL MEN BY THESE PRESENTS**, that we **MADONNA ENTERPRISES**

610 Third St. Port Carbon, PA 17965

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **Western Surety Company**

101 South Phillips Avenue Sioux Falls, SD 57192

a corporation duly organized under the laws of the State of SD

as Surety, hereinafter called the Surety, are held and firmly bound unto **Township Of Whitehall**

3219 Macarthur Rd. Whitehall, PA 18052

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

**Ten Percent of Amount Bid**-----Dollars ( \$ 10.00% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **DEMOLITION**

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

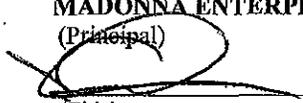
Signed and sealed this 19th day of March 2013

  
\_\_\_\_\_  
(Witness)

**MADONNA ENTERPRISES**

(Principal)

(Seal)

  
\_\_\_\_\_  
(Title)

**Western Surety Company**

(Surety)

(Seal)

  
\_\_\_\_\_  
Christopher J. Ruck, Attorney In Fact

AIA DOCUMENT A310 BID BOND AIA © FEBRUARY 1970 ED THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W. WASHINGTON, D.C. 20006

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**WESTERN SURETY COMPANY**  
**Sioux Falls, South Dakota**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2011**

ASSETS

Bonds	\$1,403,423,957
Stocks	22,726,363
Cash and short-term investments	66,852,340
Uncollected premiums and agents' balances	34,207,619
Funds held by or deposited with reinsured companies	13,980,081
Net deferred tax asset	25,802,839
Investment income due and accrued	17,647,175
Other assets	2,489,406
<b>Total Assets</b>	<u><u>\$1,587,129,780</u></u>

LIABILITIES AND SURPLUS

Losses	\$296,352,421
Loss adjustment expense	82,551,462
Contingent and other commissions payable	5,246,025
Other expense	28,831,919
Taxes, licenses and fees	1,925,642
Federal and foreign income taxes payable	5,637,067
Unearned premiums	247,814,064
Other liabilities	29,286,547
<b>Total Liabilities</b>	<u><u>697,645,147</u></u>

Surplus Account:

Capital paid up	\$4,000,000	
Gross paid in and contributed surplus	176,435,232	
Special Surplus	7,321,616	
Unassigned funds	<u>701,727,785</u>	
Surplus as regards policyholders		<u>\$889,484,633</u>
<b>Total Liabilities and Capital</b>		<u><u>\$1,587,129,780</u></u>



I, Amy M. Smith, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2011, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By Amy M. Smith  
Assistant Vice President

Subscribed and sworn to me this 12th day of March, 2012.

My commission expires: **"OFFICIAL SEAL"**  
**KATHLEEN M. SCHROEDER**  
Notary Public, State of Illinois  
My Commission Expires 08/16/15

Kathleen Schroeder  
Notary Public



COMMONWEALTH OF PENNSYLVANIA  
INSURANCE DEPARTMENT

## CERTIFICATE OF AUTHORITY

Casualty

Effective Date: April 1, 2012

**WESTERN SURETY COMPANY**

**NAIC NO. 13188**

HAS COMPLIED WITH THE REQUIREMENTS OF THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA RELATING TO ADMISSION IN SAID COMMONWEALTH FOR THE PURPOSE OF TRANSACTING INSURANCE BUSINESS IN PENNSYLVANIA AND THAT THE ABOVE NAMED COMPANY IS HEREBY AUTHORIZED TO TRANSACT THE BUSINESS OF:

Fidelity and Surety 40 P.S. s 382(a)(1) Other Liability 40 P.S. s 382(c)(4)

FOR THE YEAR ENDING MARCH 31, 2013, IN ACCORDANCE WITH ITS CHARTER AND IN CONFORMITY WITH THE LAWS OF SAID COMMONWEALTH OF PENNSYLVANIA.



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, THE DATE AND YEAR FIRST ABOVE WRITTEN.

*Michael Consedine*

MICHAEL CONSEDINE  
INSURANCE COMMISSIONER



8/10

WHITEHALL TOWNSHIP DEVELOPMENT OFFICE 3219 MACARTHUR ROAD WHITEHALL, PA 18052

APPLICATION FOR PLAN EXAMINATION AND BUILDING PERMIT

IMPORTANT - Applicant to complete all items in sections: I, II, III, IV, and IX.

I. LOCATION OF BUILDING AT (LOCATION) 890 3rd St. (No.) (STREET) ZONING DISTRICT C1 BETWEEN 3rd & Green St. (CROSS STREET) AND (CROSS STREET) SUBDIVISION LOT BLOCK LOT SIZE

II. TYPE AND COST OF BUILDING - All applicants complete Parts A - D

A. TYPE OF IMPROVEMENT 1 New building 2 Addition... 3 Alteration... 4 Repair... 5 Wrecking... 6 Moving... 7 Foundation only. D. PROPOSED USE - For "Wrecking" most recent use Residential 12 One family 13 Two or more family... 14 Transient hotel... 15 Garage 16 Corport 17 Other - Specify Nonresidential 18 Amusement... 19 Church... 20 Industrial 21 Parking garage 22 Service station... 23 Hospital... 24 Office... 25 Public utility 26 School... 27 Stores... 28 Tanks... 29 Other - Specify also House Demolition

C. COST 10. Cost of improvement... To be installed but not included in the above cost a. Electrical... b. Plumbing... c. Heating, air conditioning... d. Other (elevator, etc.)... 11. TOTAL COST OF IMPROVEMENT \$15,500 - Nonresidential - Describe in detail proposed use of buildings, e.g., food processing plant, machine shop, laundry building at hospital, elementary school, secondary school, college, parochial school, parking garage for department store, rental office building, office building at industrial plant. If use of existing building is being changed, enter proposed use.

III. SELECTED CHARACTERISTICS OF BUILDING - For new buildings and additions, complete Parts E - L; for wrecking, complete only Part J, for all others skip to IV.

E. PRINCIPAL TYPE OF FRAME 30 Masonry... 31 Wood frame 32 Structural steel 33 Reinforced concrete 34 Other - Specify G. TYPE OF SEWAGE DISPOSAL 40 Public or private company 41 Private (septic tank, etc.) H. TYPE OF WATER SUPPLY 42 Public or private company 43 Private (well, cistern) J. DIMENSIONS 48. Number of stories... 49. Total square feet of floor area... 50. Total land area, sq. ft. K. NUMBER OF OFF-STREET PARKING SPACES 51. Enclosed... 52. Outdoors... L. RESIDENTIAL BUILDINGS ONLY 53. Number of bedrooms... 54. Number of bathrooms Full... Partial...

NO 1066-13 STREET 890 3rd Street

EXHIBIT R.5

**IV. IDENTIFICATION - To be completed by all applicants**

Name	Mailing address - Number, street, city, and State	ZIP code	Tel. No.
1. Owner or Lessee <i>Whitehall Exp.</i>	<i>3219 McCarter Rd - Whitehall PA</i>	<i>18050</i>	<i>437 5524</i>
2. Contractor <i>Macone Est Inc</i>	<i>Cato 3<sup>rd</sup> Street Port Carbon PA 17965</i>		<i>570 573-2787</i>
3. Architect or Engineer <i>Vince (570)</i>	<i>573-2787</i>		<i>Applied For</i>

I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and we agree to conform to all applicable laws of this jurisdiction.

Signature of applicant / Contractor <i>[Signature]</i>	Address	Application date
---	---------	------------------

**DO NOT WRITE BELOW THIS LINE**

**V. PLAN REVIEW RECORD - For office use**

Plans Review Required	Check	Plan Review Fee	Date Plans Started	By	Date Plans Approved	By	Notes
BUILDING		\$			<i>8-19-13</i>	<i>[Signature]</i>	
PLUMBING		\$					
MECHANICAL		\$					
ELECTRICAL		\$					
OTHER		\$					

**VI. ADDITIONAL PERMITS REQUIRED OR OTHER JURISDICTION APPROVALS**

Permit or Approval	Check	Date Obtained	Number	By	Permit or Approval	Check	Date Obtained	Number	By
BOILER					PLUMBING				
CURB OR SIDEWALK CUT					ROOFING				
ELEVATOR					SEWER				
ELECTRICAL					SIGN OR BILLBOARD				
FURNACE					STREET GRADES				
GRADING					USE OF PUBLIC AREAS				
OIL BURNER					WRECKING				
OTHER					OTHER				

**VII. VALIDATION**

Building Permit number _____ Building Permit issued <i>M/C</i> _____ Building Permit Fee \$ <i>400</i> _____ Certificate of Occupancy \$ _____ Drain Tile \$ _____ Plan Review Fee \$ _____	<p><i>Cash pay 8/23/13</i></p> <p><i>400</i></p>	<p><b>FOR DEPARTMENT USE ONLY</b></p> Use Group _____ Fire Grading _____ Live Loading _____ Occupancy Load _____
Approved by: <i>Melissa Alvarado</i> <i>[Signature]</i> TITLE		

BUILDING CONSTRUCTED AND INSPECTED UNDER IBC 2009

# BUILDING PERMIT

DEPT. FILE COPY

AMOUNT PAID

VALIDATION

APPLICANT Madonna Enterprises, Inc. DATE August 19, 2013 PERMIT NO. B# 1066-13  
 ADDRESS 610 Third Street, Port Carbon, PA 17965 (NO.) (STREET) (CONTR'S LICENSE)  
 PERMIT TO Demolition of residential structure (TYPE OF IMPROVEMENT) NO. ( ) STORY single family (PROPOSED USE) NUMBER OF DWELLING UNITS

AT (LOCATION) 896 Third Street (NO.) (STREET) ZONING DISTRICT C1  
 BETWEEN Third (GROSS STREET) AND Grape (GROSS STREET)

SUBDIVISION \_\_\_\_\_ LOT \_\_\_\_\_ BLOCK \_\_\_\_\_ LOT SIZE \_\_\_\_\_

BUILDING IS TO BE \_\_\_\_\_ FT. WIDE BY \_\_\_\_\_ FT. LONG BY \_\_\_\_\_ FT. IN HEIGHT AND SHALL CONFORM IN CONSTRUCTION

TO TYPE VB USE GROUP R3 BASEMENT WALLS OR FOUNDATION \_\_\_\_\_ (TYPE)

REMARKS: MUST CONTACT KEYSTONE CODE CONSULTING & ENFORCEMENT FOR INSPECTION: 610-866-9663

AREA OR VOLUME \_\_\_\_\_ ESTIMATED COST \$ 15,500.00 PERMIT FEE \$ 4.00  
 (CUBIC/SQUARE FEET)

OWNER Whitehall Township  
 ADDRESS 3219 MacArthur Rd, Whitehall, PA 18052

*[Signature]*  
 BUILDING DEPT BY *[Signature]* Al Casas

(Affidavit on reverse side of application to be completed by authorized agent of owner)

FORM NO. I.C.C. - BP 2003

Building Code Department  
Whitehall Township  
3219 MacArthur Road  
Whitehall, PA 18052

8/19/2013  
A83515

RE: **896 Third St.**

Workscope: 896 3rd St  
Description: Demolition of residential structure

Building Code Department:

We have received for review the Permit Application and plans for the proposed construction in the noted authority having jurisdiction. This project has been reviewed for compliance with the municipality's adoption of the Pennsylvania Uniform Construction Code and the subsequent code revisions as adopted by the municipality. All code references made in this review are based on the noted edition of the International Code Council code series.

The project has been reviewed for conformance with the following code(s) Code Edition **2009 IBC**

- |   |                                  |                                      |                                  |
|---|----------------------------------|--------------------------------------|----------------------------------|
| <input checked="" type="checkbox"/> IBC | <input type="checkbox"/> IEBC    | <input type="checkbox"/> IPC         | <input type="checkbox"/> NFPA 72 |
| <input type="checkbox"/> IMC            | <input type="checkbox"/> NFPA 13 | <input type="checkbox"/> IFGC        | <input type="checkbox"/> IRC     |
| <input type="checkbox"/> NFPA 70        | <input type="checkbox"/> IECC    | <input type="checkbox"/> ANSI A117.1 | <input type="checkbox"/>         |

The project is  approved as submitted

approved with comments \*

\* comments may be found on plans in red or as an attachment to the approved plans

Approval Comments: See attached demo requirements

Project Code Data:  Provided  Not Provided  Assumed

Use Group: **R3** Construction Type: **VB**

Area: **8000** SF Height: **2 sty** Occupant Load: **NA**

Sprinkler  Yes  No

Plan Examiner:

- David Shields PA UCC # 84  Michael Metzger PA UCC #385  Randy Gillespie PA UCC #812

**MUNICIPAL  
COPY**

PROJECT ADDRESS: **896 Third St.**

MUNICIPALITY: **Whitehall Township**

WORK SCOPE: 896 3rd St

**A83515**

DESCRIPTION: Demolition of residential structure

**COMMERCIAL PROJECT - REQUIRED INSPECTIONS**

- \* Construction work must be inspected in accordance with these instructions.
- \* Request for inspections should be made at least forty-eight (48) hours in advance.
- \* Re-Inspection fees will be charged for all failed inspections.
- \* It shall be the PERMIT APPLICANT'S RESPONSIBILITY to call and arrange the following mandatory inspections. Failure to do so may result in an additional fee.
- \* When calling for inspection, please have the following information: Permit number, Municipality, Street Address, Type of Inspection, and Contact Information.

**Other**

Demo start up

**Final Building**

Any above inspections that apply shall be completed. Smoke detectors, handrails, guardrails, plus exterior landings and steps shall be completed.

# ystone Code Consulting and Enforcement

PO Box 391  
Bethlehem, Pennsylvania 18016-0391

---

Phone 610.866.9663

Fax 610.866.2664

## Demolition Permit Information

Date

Jurisdiction

Project

Address

Demolition shall be in conformance with Chapter 33 of the IBC current edition:

1. Utilities shall be terminated and capped.
2. Protection of the public shall be provided and maintained during demo.
3. Provisions shall be made to prevent the accumulation of water and debris
4. Site shall be restored at end of demo.
5. All work shall be in conformance with approved plans and schedule, and all state and local regulations.

Whitehall Township  
 3219 MacArthur Road  
 Whitehall, PA 18052

August 19, 2013  
  
 A83515

RE: **896 Third St., Whitehall, PA**

Workscope: 896 3rd St  
 Description: Demolition of residential structure

Following is the breakdown of the costs for this project: Square Footage: **0.00**

Permit Fee:	Permit Fee:
Base Fee: \$0.00	Electrical Fee: \$0.00
Square Footage Fee: \$0.00	Plan Review Fee: \$0.00
Energy Fee: \$0.00	Township Fee: \$0.00
Plan Review Fee: \$0.00	State Fee: \$0.00
Sub-Total: \$0.00	<b>Total Electrical: \$0.00</b>
Less PR Fee Paid: \$0.00	Sprinkler Fee: \$0.00
Township Fee: \$0.00	Plan Review Fee: \$0.00
State Fee: \$0.00	Township Fee: \$0.00
<b>Building Permit Fee: \$0.00</b>	State Fee: \$0.00
Plumbing Fee: \$0.00	<b>Total Fire Protection: \$0.00</b>
Plan Review Fee: \$0.00	Demolition \$1,130.00
Township Fee: \$0.00	Plan Review Fee: \$0.00
State Fee: \$0.00	Township Fee: \$20.00
<b>Total Plumbing: \$0.00</b>	State Fee: \$4.00
Water-Sewer Line: \$0.00	<b>Total Other: \$1,154.00</b>
Plan Review Fee: \$0.00	
Township Fee: \$0.00	
State Fee: \$0.00	
<b>Total Plumbing: \$0.00</b>	Plan Review Fee: \$0.00
Mechanical Fee: \$0.00	Township Fee: \$0.00
Plan Review Fee: \$0.00	State Fee: \$0.00
Township Fee: \$0.00	<b>Total Other 2: \$0.00</b>
State Fee: \$0.00	
<b>Total Mechanical: \$0.00</b>	

If you have any questions or need any further information, please let me know. Thank you.

Sincerely,  
 David I. Shields, President

**RECEIVED**  
AUG 15 2013  
WHITEHALL TOWNSHIP  
DEVELOPMENT

Att.

Permit Dept.

2700-FM-AQ0021 Rev. 11/2007



**ASBESTOS ABATEMENT AND DEMOLITION/RENOVATION NOTIFICATION FORM**

<b>For Official Use Only</b>	Date Received 1	Date Received 2
Postmark Date: _____		
Project ID#: _____		
Permit #: _____		
Other #: _____		
Inspector: _____		

NOTICE: This is not a valid asbestos abatement notification for the purposes of the Asbestos Occupations Accreditation and Certification Act unless individuals and contractors have met the certification requirements as set forth in the Asbestos Occupations Accreditation and Certification Act, Act of 1990, P.L. 805, No. 194 (63 P.S. Sections 2101-2112).

**REFER TO THE ATTACHED INSTRUCTIONS FOR INFORMATION AND REQUIREMENTS.**

1.	<b>TYPE OF NOTIFICATION (check one):</b> <input type="checkbox"/> Revision (highlight here, and changes) <input type="checkbox"/> Postponement Date of Initial Notification or, if previously revised, date of last revision: _____	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Phase of Annual Notification <input type="checkbox"/> Cancellation <input type="checkbox"/> Annual Notification
2.	<b>PROJECT LOCATION (check one):</b> <input type="checkbox"/> Allegheny County <input type="checkbox"/> City of Philadelphia <input type="checkbox"/> Other Location in PA (specify county): <u>Lehigh</u>	
3.	<b>For Allegheny County and City of Philadelphia projects only:</b> A. Does this project require a permit? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes is checked, a permit application must be submitted along with this notification and approved prior to the start of the project.) B. For City of Philadelphia projects requiring a permit: Asbestos project inspector: _____ Certification #: _____ Company name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____	
4.	<b>WILL ALTERNATIVE METHODS TO ANY OF THE APPLICABLE REGULATIONS BE USED?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes is checked, approval must be obtained prior to the start of the project. Please contact the appropriate DEP regional office or local government agency (see reverse of Instruction Sheet for contact list).	
5.	<b>TYPE OF OPERATION (check one):</b> <input checked="" type="checkbox"/> Demolition <input type="checkbox"/> Ordered Demolition	<input type="checkbox"/> Abatement prior to Demolition <input type="checkbox"/> Renovation <input type="checkbox"/> Emergency Renovation
6.	<b>FACILITY DESCRIPTION:</b> Job No.: _____ (see instructions) Facility Name: <u>None</u> Street/Rural Address: <u>885 third street</u> City: <u>Whitehall</u> State: <u>PA</u> Zip Code: <u>18052</u> Present use: <u>vacant</u> Prior use: <u>residential structure</u> Will the facility be occupied during the abatement activity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Facility size in square feet: <u>600 sq ft</u> # of floors: <u>2</u> Age in years: <u>25+</u>	
7.	<b>ABATEMENT CONTRACTOR:</b> Company name: <u>Forrester Environmental</u> Allegheny County or City of Philadelphia License # (if applicable): _____ Street/Rural/POB Address: _____ City: <u>Bloomsburg</u> State: <u>PA</u> Zip: _____ Contact: <u>Stan</u> Telephone No. (between 8:00 & 4:30): <u>570-401-0203</u>	

2700-FM-AQ0021 11/2007

8. **DEMOLITION CONTRACTOR:**  
 Company name: Madonna Enterprises Inc.  
 Street/Rural/POB Address: 810 3rd Street  
 City: Port Carbon State: PA Zip: 17965  
 Contact: Vince Telephone No. (between 8:00 & 4:30): 570-873-2787

9. **FACILITY OWNER:**  
 Owner name: Whitehall Township  
 Street/Rural/POB Address: 3210 MacAthur Road  
 City: Whitehall State: PA Zip: 18062  
 Contact: Mary Ann Miller Telephone No. (between 8:00 & 4:30): \_\_\_\_\_

10. **FACILITY INSPECTION (required for renovation and demolition projects):**  
 Building Inspector: Forrester Environmental Certification # 028263  
 Date of inspection: 4-15-13 Is any material assumed to be asbestos?  Yes  No  
 Procedure, including analytical method, if appropriate, used to detect the presence of asbestos material:  
PLM Bulk Samples

Building is ID and in danger of collapse. An asbestos investigator will be on site during demolition. (Philadelphia only)

11. **IS ANY TYPE OF ASBESTOS PRESENT**  Yes  No If Yes, please list in #12

12. **TYPE OF ACM, DESCRIPTION & LOCATION OF MATERIAL, APPROXIMATE AMOUNT OF ACM, TYPE OF ABATEMENT AND FINAL AIR CLEARANCE METHOD.**  
**PROVIDE INFORMATION IN THE SPACES BELOW, THEN CONTINUE ON ANOTHER SHEET, IF NECESSARY, USING THE SAME FORMAT.**

Code *	Description of material	Location of material (room/floor/area)	Amount of ACM	Code **	Code ***	Code ****

Code *	Code **	Code ***	Code ****
Type of ACM	Units	Type of abatement	Final Clearance
FR1 - Friable ACM	LF - Linear ft.	REM - Removal	PCM - Phase contrast microscopy
NF1 - Cat I nonfriable ACM	SF - Square ft.	CAP - Encapsulation	TEM - Transmission electron microscopy
NF2 - Cat II nonfriable ACM	CF - Cubic ft.	CLO - Enclosure	
(Note: Allegheny County treats all ACM as friable)		NON - None	

13. Is this project regulated by NESHAP  Yes  No  
 A project that includes the demolition of any defined "facility" is regulated by NESHAP. A renovation project is also regulated by NESHAP when the amounts of friable ACM, or ACM that may be rendered friable, are as follows: 280 LF or 160 SF or 35 CF.

2700-FM-AQ0021 11/2007

14. OPERATION SCHEDULE(S) (as applicable)

- A. Asbestos abatement: Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
 Daily hours of operation: \_\_\_\_\_ am \_\_\_\_\_ pm to \_\_\_\_\_ am \_\_\_\_\_ pm  
 Days of week (check)  Mo  Tu  We  Th  Fr  Sa  Su
- B. Demolition: Start Date: 4-30-13 Completion Date: 5-30-13  
 Daily hours of operation: 7 am  pm to 5 am  pm  
 Days of week (check)  Mo  Tu  We  Th  Fr  Sa  Su
- C. Renovation: Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
 Daily hours of operation: \_\_\_\_\_ am \_\_\_\_\_ pm to \_\_\_\_\_ am \_\_\_\_\_ pm  
 Days of week (check)  Mo  Tu  We  Th  Fr  Sa  Su

COMMENTS:

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

15. DESCRIPTION OF PLANNED DEMOLITION OR RENOVATION WORK:

Demolish and dispose of property

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

16. DESCRIPTION OF WORK PRACTICES AND ENGINEERING CONTROLS TO BE USED TO REMOVE ACM AND TO PREVENT EMISSIONS OF ASBESTOS AT THE DEMOLITION AND RENOVATION SITE:

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

17. WASTE TRANSPORTER(S)

- A. Transporter #1 name: Madonna Enterprises Inc.  
 Street/Rural Address: 610 3rd Street  
 City: Port Carbon State: PA Zip: 17965  
 Contact: Vince Telephone: 670-573-2787
- B. Transporter #2 name: \_\_\_\_\_  
 Street/Rural Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

2700-FM-AQ0021 11/2007

18. WASTE DISPOSAL SITE(S): (any asbestos containing material)

- A. Landfill name: Commonwealth Environmental Systems DEP permit #: \_\_\_\_\_  
 Street/Rural Address: Route 25 Hegins  
 City: Hegins State: PA Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: 570-895-3580
- B. Landfill name: \_\_\_\_\_ DEP permit #: \_\_\_\_\_  
 Street/Rural Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

19. AIR MONITORING FIRM(S)

- A. Company name/individual: \_\_\_\_\_  
 Street/Rural Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_
- B. Final clearance firm: (if different than 18A) \_\_\_\_\_  
 Street/Rural Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Final clearance firm was hired by (check one)  Contractor  Owner  
 Other Explain \_\_\_\_\_

20. AIR SAMPLE FIRM(S) (City of Philadelphia projects only)

- A. PCM company name/individual: \_\_\_\_\_ Certification #: \_\_\_\_\_  
 Street/Rural Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_
- B. TEM company name: \_\_\_\_\_ Certification #: \_\_\_\_\_  
 Street/Rural Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

21. FOR EMERGENCY RENOVATIONS:

Date of emergency (mm/dd/yy): \_\_\_\_\_ Hour of emergency: \_\_\_\_\_  am  pm

Description of the sudden, unexpected event:

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

Explanation of how the event caused unsafe conditions or would cause equipment damage or an unreasonable financial burden as a consequence of complying with the 10 working day notification requirement:

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

2700-FM-AQ0021 11/2007

22. FOR ORDERED DEMOLITIONS (attach copy of order):

Government agency that ordered: \_\_\_\_\_  
Name of individual who ordered: \_\_\_\_\_ Title: \_\_\_\_\_  
Date of order (mm/dd/yy): \_\_\_\_\_ Date ordered to begin (mm/dd/yy): \_\_\_\_\_

23. DESCRIPTION OF PROCEDURES TO BE FOLLOWED IN THE EVENT THAT UNEXPECTED ASBESTOS IS FOUND OR PREVIOUSLY NONFRIABLE ASBESTOS MATERIAL BECOMES CRUMBLED, PULVERIZED, OR REDUCED TO POWDER:  
Stop working and notify proper authorities

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

24. PENNSYLVANIA CERTIFICATIONS/LICENSES:

Project designer: \_\_\_\_\_ Certification #: \_\_\_\_\_  
Contractor (Individual): \_\_\_\_\_ Certification #: \_\_\_\_\_  
Supervisor: \_\_\_\_\_ Certification #: \_\_\_\_\_  
Contractor (Firm) \_\_\_\_\_ Certification #: \_\_\_\_\_

\*\*\*\*\* SIGN BOTH STATEMENTS \*\*\*\*\*

25. I HEREBY CERTIFY THAT AN INDIVIDUAL TRAINED IN THE PROVISIONS OF 40 CFR PART 61 SUBPART M (if applicable) WILL BE ON-SITE DURING THE DEMOLITION OR RENOVATION AND EVIDENCE THAT THE REQUIRED TRAINING HAS BEEN ACCOMPLISHED BY THIS PERSON WILL BE AVAILABLE FOR INSPECTION DURING ALL WORKING HOURS, AND I CERTIFY THAT ALL WORK WILL BE DONE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL AGENCY RULES AND REGULATIONS.

 \_\_\_\_\_ 4-15-13 \_\_\_\_\_  
(Original Signature of Owner/Operator) (Date)

Printed Name of Owner/Operator: Vincent Madonna Title: President

26. I HEREBY CERTIFY THAT THE FOREGOING STATEMENTS AND THE INFORMATION CONTAINED IN THIS NOTIFICATION FORM ARE TRUE. THIS CERTIFICATION IS MADE SUBJECT TO THE PENALTIES SET FORTH IN 18 PA C.S. §4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

 \_\_\_\_\_ 4-15-13 \_\_\_\_\_  
(Original Signature of Owner/Operator) (Date)

Printed Name of Owner/Operator: Vincent Madonna Title: President

FOR OFFICIAL USE ONLY



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/16/2013

\*THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Gannon Associates 619 N. 8th St. Shamokin PA 17872	CONTACT NAME: <b>Kim Potter</b> PHONE (A/C, No, Ext): <b>570-648-4671</b> E-MAIL ADDRESS: <b>kpotter@gannonassociates.com</b> FAX (A/C, No): <b>570-648-8404</b>
	INSURER(S) AFFORDING COVERAGE INSURER A: <b>Selective Insurance Company</b> INSURER B: <b>Selective Ins Co of America</b> INSURER C: <b>Excelsior Insurance</b> INSURER D: INSURER E: INSURER F:

INSURED: 71756  
Madonna Enterprises, Inc. & Vincent J. Madonna  
610 3rd St.  
Port Carbon PA 17965

COVERAGES CERTIFICATE NUMBER: 1569537279 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			S 2061967	3/9/2013	3/9/2014	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100000 MED EXP (Any one person) \$10000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS - COMP/OP AGG \$2000000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			S 2061967	3/9/2013	3/9/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			S 2061967	3/9/2013	3/9/2014	EACH OCCURRENCE \$1000000 AGGREGATE \$1000000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC8681117	6/1/2013	6/1/2014	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500000 E.L. DISEASE - EA EMPLOYEE \$500000 E.L. DISEASE - POLICY LIMIT \$500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER CANCELLATION

Township of Whitehall 3219 MacArthur Road White Hall PA 18052	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

# Keystone Electrical Inspectors, Inc.

P.O. Box 391  
Bethlehem, PA 18016-0391  
Phone (610) 866-9663 Fax (610) 866-2664

Friday, Aug 30, 2013

Page 9 of 13

## Inspection Status Report Applicant: Whitehall Township Inspections performed between 8/28/2013 and 8/28/2013

Owner	Address	Municipality	Contractor
9	986 Third St. Demo	Whitehall Township	Madone Enterprises, Inc.
<b>Description:</b>	Residential - Other	<b>Tracking Number:</b>	A83515
<b>Power Co Notified:</b>		<b>PO Number:</b>	
		<b>Card Number:</b>	A83515
		<b>Permit Number:</b>	1066-13
<b>Comments:</b>			
<b>Inspections:</b>	8/28/2013 Final Building Inspection (Completed - Randy Gillespie)		
	House is down		

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

**PROPOSAL/SIGNATURE PAGE**

TO: WHITEHALL TOWNSHIP  
3219 MacArthur Road  
Whitehall, PA 18052

DATE: 3-20-13  
BID NO.: 13-03  
BID NAME: 896 Third St demolition

The Undersigned having examined the Specifications, Standard Requirements and all other documents and being familiar with the various conditions under which these services and/or supplies are to be used, agrees to furnish all labor, material, tools, equipment and services to furnish the requirements called for in the bid, for the prices stated on Proposal Page.

The Undersigned hereby certify that this proposal is genuine and not sham, collusive, or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein names, and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham bid or any other person, firm or corporation from bidding and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

TOTAL COST TO RAZE 896 THIRD STREET

\$ 17,313.<sup>00</sup>

Seventeen thousand three hundred thirteen  
(Price as expressed in written form)

NAME OF APPROVED DUMP SITE: Keystone Landfill

Company Name Shea Industries Inc  
Address 39 Fig Ave  
Clarks Summit PA 18411  
Zip Code  
Signature Suzanne Shea  
Print Name Suzanne Shea  
Title President  
Phone (570) 585-0550 Fax (570) 585-0550

Years in Business 18 as ( ) Individual ( ) Partner or () Corporation

Federal I.D.# 23-2814099 or Social Security # \_\_\_\_\_

(Seal)

**NO-BID-REPLY-FORM**

EXHIBIT  
R.6

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

NAME: Shea Industries Inc  
ADDRESS 39 Fig Ave Clarks Summit PA 18411  
TELEPHONE (570) 585-0550 DATED 3-20-13

**EXPLANATORY**

Before any bids are deemed to be properly submitted to the Township of Whitehall, Pennsylvania, it will be required that each and every question herein contained be answered, giving specific, definite and detailed information. An answer must not be evasive, indefinite or general.

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

If the space provided in this form to answer any question is not large enough, the contractor shall add additional sheets or space.

1. How many years has your organization been in business as a contractor under your present name? 18+ yrs
2. Have you ever failed to complete any work awarded to you? If so when, where and why? NO
3. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his own name? If so, when, where and why? NO
- a. Has any officer or partner of your organization been in business under any other corporate organization or partnership which failed to complete a municipal contract? If so, when, where and why? NO
4. Have liens or lawsuits of any kind been filed against any of your contracts? Give full details. NO
5. If a corporation, state:
  - a. Date when organized MAY 1995
  - b. Under the laws of what state organized PA
6. List Surety Companies and Bonding Companies which have heretofore bonded you (give name and address of company and name and amount of contract and amount of bond for the same) within the last five (5) years.

<u>Travelers Ins Co (cc Young Ins)</u>	<u>570-346-7021</u>	<u>\$ 231,000<sup>00</sup></u>
<u>Service Ins Co</u>	<u>" "</u>	<u>\$ 350,000<sup>00</sup></u>

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

6. (Cont'd.)

Service Ins Co (CC Fong Ins) (570) 346-2221	\$ 500,000 <sup>00</sup>
Travelers Ins Co	\$ 125,000 <sup>00</sup>
Travelers Ins Co	\$ 109,000 <sup>00</sup>
Travelers Ins Co	\$ 126,000 <sup>00</sup>
Service Ins Co	\$ 473,000 <sup>00</sup>

7. List all contracts which you are now performing, or for which you have signed contracts but not started work. (Give names and amounts of contracts and owners).

All contracts have been completed.

8. State all your banking connections and give banking references:

Pennstar Bank	(570) 718-1632	Joe Migliorino
M+T Bank	(570) 341-1094	Patti Gregg
PNC Bank	(570) 586-2711	Sandy

9. The work, if awarded to you will have the personal supervision of whom?

Norm Artabane

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

**PROPOSAL/SIGNATURE PAGE**

TO: WHITEHALL TOWNSHIP  
3219 MacArthur Road  
Whitehall, PA 18052

DATE: 3/20/13  
BID NO.: 13-03  
BID NAME: Demolition Project

The Undersigned having examined the Specifications, Standard Requirements and all other documents and being familiar with the various conditions under which these services and/or supplies are to be used, agrees to furnish all labor, material, tools, equipment and services to furnish the requirements called for in the bid, for the prices stated on Proposal Page.

The Undersigned hereby certify that this proposal is genuine and not sham, collusive, or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein names, and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham bid or any other person, firm or corporation from bidding and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

TOTAL COST TO RAZE 896 THIRD STREET

\$ 15,600.00

Fifteen Thousand Six Hundred <sup>00</sup>/<sub>100</sub> —  
(Price as expressed in written form)

NAME OF APPROVED DUMP SITE: IEST Landfill

Company Name SD C Construction LLC

Address Ms. Lisa Lichtman - member  
325 Eisenhower Dr.  
Orwigsburg, PA 17961-1607

Zip Code

Signature [Handwritten Signature]

Print Name Lisa Lichtman

Title member

Phone 570-366-2960 Fax 888-727-8460

Years in Business 6 as  LLC Individual ( ) Partner or ( ) Corporation

Federal I.D.# 20-4719249 or Social Security # \_\_\_\_\_

(Seal)

**NO BID REPLY FORM**

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

NAME: SDC Construction LLC  
ADDRESS: 325 Eisenhower Dr.  
Orwigsburg, PA 17961-1607  
TELEPHONE: 570-366-2960 DATED: 3/20/13

EXPLANATORY

Before any bids are deemed to be properly submitted to the Township of Whitehall, Pennsylvania, it will be required that each and every question herein contained be answered, giving specific, definite and detailed information. An answer must not be evasive, indefinite or general.

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

If the space provided in this form to answer any question is not large enough, the contractor shall add additional sheets or space.

1. How many years has your organization been in business as a contractor under your present name? 6 yrs
2. Have you ever failed to complete any work awarded to you? If so when, where and why? NO
3. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his own name? If so, when, where and why? NO
  - a. Has any officer or partner of your organization been in business under any other corporate organization or partnership which failed to complete a municipal contract: If so, when, where and why? NO
4. Have liens or lawsuits of any kind been filed against any of your contracts? Give full details. NO
5. If a corporation, state:
  - a. Date when organized \_\_\_\_\_
  - b. Under the laws of what state organized \_\_\_\_\_
6. List Surety Companies and Bonding Companies which have heretofore bonded you (give name and address of company and name and amount of contract and amount of bond for the same) within the last five (5) years.  
Acstar Insurance Company \$ 400,000  
35 South Rd, Farmington, CT \$ \_\_\_\_\_



**BOND NO. B29161  
BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that We **SDL CONSTRUCTION, LLC**, as Principal, and **ACSTAR INSURANCE COMPANY**, 30 South Road, Farmington, Connecticut 06032, a corporation duly organized under the State of Illinois as Surety, hereinafter called the Surety, are held and firmly bound unto

**TOWNSHIP OF WHITEHALL  
3219 MACARTHUR ROAD  
WHITEHALL, PA 18052-2900**

as Obligee, hereinafter called the Obligee, in the penal sum of **TEN PERCENT OF BID AMOUNT Dollars (10% OF AMOUNT BID)** for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for **CONTRACT NO. 13-03 DEMOLITION PROJECT – 896 THIRD STREET**

**NOW, THEREFORE**, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee, or in the event of the failure of the Principal to enter into such Contract and if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void. This obligation shall expire and be null and void 90 days from the date executed as set forth below. This obligation shall expire and be null and void 90 days from the date of execution as set forth below. No action may be commenced upon this bond later than 90 days from the date of execution, as set forth below, provided that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

This bond is null and void unless signed by Principal and Surety.

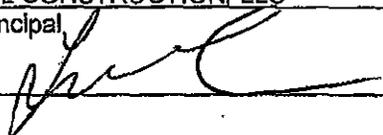
Signed and sealed this 18<sup>th</sup> day of March, 2013.

ATTEST:

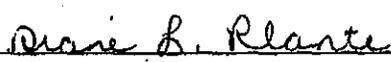
\_\_\_\_\_

SDL CONSTRUCTION, LLC

Principal \_\_\_\_\_ (Seal)

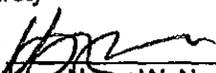
By  \_\_\_\_\_

ATTEST:

 \_\_\_\_\_

ACSTAR INSURANCE COMPANY

Surety \_\_\_\_\_ (Seal)

By  \_\_\_\_\_

Name: **Henry W. Nozko, Jr.**

Title: **President**



CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

PROPOSAL/SIGNATURE PAGE

TO: WHITEHALL TOWNSHIP  
3219 MacArthur Road  
Whitehall, PA 18052

DATE: March 19, 2013  
BID NO.: 13-03  
BID NAME: 896 Third St - Demolition

The Undersigned having examined the Specifications, Standard Requirements and all other documents and being familiar with the various conditions under which these services and/or supplies are to be used, agrees to furnish all labor, material, tools, equipment and services to furnish the requirements called for in the bid, for the prices stated on Proposal Page.

The Undersigned hereby certify that this proposal is genuine and not sham, collusive, or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein names, and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham bid or any other person, firm or corporation from bidding and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

TOTAL COST TO RAZE 896 THIRD STREET

\$ 18,400.00

Eighteen Thousand Four Hundred Dollars  
(Price as expressed in written form)

NAME OF APPROVED DUMP SITE: East Penn Sanitation

Company Name Penmar Systems Inc.  
Address 700 Savage Rd, Suite 2  
Northampton PA 18067 Zip Code  
Signature Kay L Krapp  
Print Name Kay L Krapp  
Title President  
Phone 610-261-2700 Fax 610-261-9215

Years in Business 16 yrs as ( ) Individual ( ) Partner or  Corporation

Federal ID.# 23-2856232 or Social Security # \_\_\_\_\_

(Seal)

NO BID REPLY FORM

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

TO: WHITEHALL TOWNSHIP  
3219 MacArthur Road  
Whitehall, PA 18052  
ATTN: Mary Ann Miller, CPPO

DATE: March 19, 2013  
BID NO.: 13-03

To assist us in obtaining good competition on our Request for Bids, we ask that each firm has received an invitation, but does not wish to bid, state their reason(s) below and return to this office. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below, or do not return this form or bonafide bid.

~~Unfortunately, we must offer a "No Bid" at this time because:~~

- 1. We do not wish to participate in the bid process.
- 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- 3. We do not feel we can be competitive.
- 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
- 5. We do not wish to sell to the Township of Whitehall.  
Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- 6. We do not sell the items/services on which Bids are requested.
- 7. Other: We Are Bidding

Penmar Systems Inc.  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

We wish to remain on the Bidders' List.

We wish to be deleted from the Bidders' List.

**CONTRACTORS QUALIFICATION STATEMENT**

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

NAME: Penmar Systems Inc.  
ADDRESS 700 Savage Rd, Ste 2, Northampton PA 18067  
TELEPHONE 610-261-2700 DATED March 19, 2013

EXPLANATORY

Before any bids are deemed to be properly submitted to the Township of Whitehall, Pennsylvania, it will be required that each and every question herein contained be answered, giving specific, definite and detailed information. An answer must not be evasive, indefinite or general.

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

If the space provided in this form to answer any question is not large enough, the contractor shall add additional sheets or space.

1. How many years has your organization been in business as a contractor under your present name? 16 yrs.
2. Have you ever failed to complete any work awarded to you? If so when, where and why? No
3. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his own name? If so, when, where and why? No
- a. Has any officer or partner of your organization been in business under any other corporate organization or partnership which failed to complete a municipal contract: If so, when, where and why? No
4. Have liens or lawsuits of any kind been filed against any of your contracts? Give full details. No
5. If a corporation, state:
  - a. Date when organized August 1, 1996
  - b. Under the laws of what state organized Delaware / Cert of Auth for PA
6. List Surety Companies and Bonding Companies which have heretofore bonded you (give name and address of company and name and amount of contract and amount of bond for the same) within the last five (5) years.  
Please See Attached \$ \_\_\_\_\_  
\$ \_\_\_\_\_

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

6. (Cont'd.)

(Attached List) \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

7. List all contracts which you are now performing, or for which you have signed contracts but not started work.  
(Give names and amounts of contracts and owners).

Please See Attached \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. State all your banking connections and give banking references:

First Northern Bank - 102 Commerce Dr, Northampton PA  
610-261-9464 Denise Krupka, Manager

KNBT - National Penn - 1962 Main St, Northampton PA  
610-262-4484 Robin Lutz, Manager

9. The work, if awarded to you will have the personal supervision of whom?

Stephen Skrapits, General Manager

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

PROPOSAL/SIGNATURE PAGE

TO: WHITEHALL TOWNSHIP  
3219 MacArthur Road  
Whitehall, PA 18052

DATE: 3/20/13  
BID NO.: 13-03  
BID NAME: DEMO 896 THIRD ST.

The Undersigned having examined the Specifications, Standard Requirements and all other documents and being familiar with the various conditions under which these services and/or supplies are to be used, agrees to furnish all labor, material, tools, equipment and services to furnish the requirements called for in the bid, for the prices stated on Proposal Page.

The Undersigned hereby certify that this proposal is genuine and not sham, collusive, or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein names, and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham bid or any other person, firm or corporation from bidding and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

TOTAL COST TO RAZE 896 THIRD STREET

\$ 21,000.<sup>00</sup>/<sub>100</sub>

TWENTY-ONE THOUSAND <sup>00</sup>/<sub>100</sub>  
(Price as expressed in written form)

NAME OF APPROVED DUMP SITE: MINERVA ENT, WAYNESBURG, OH

Company Name NIMARIS CONSTRUCTION L.P.  
Address 6866 CHRISPALT DRIVE  
BATH, PA 18014  
Zip Code  
Signature [Signature]  
Print Name NICHOLAS F. CICCONE  
Title GENERAL PARTNER  
Phone (610) 837-3900 Fax (610) 837-9067

Years in Business 12+ as ( ) Individual  Partner or ( ) Corporation

Federal I.D.# 03 0377 895 or Social Security # \_\_\_\_\_

(Seal)

NO BID REPLY FORM

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

TO: WHITEHALL TOWNSHIP  
3219 MacArthur Road  
Whitehall, PA 18052  
ATTN: Mary Ann Miller, CPPO

DATE: 3/20/13  
BID NO.: 13-03

To assist us in obtaining good competition on our Request for Bids, we ask that each firm has received an invitation, but does not wish to bid, state their reason(s) below and return to this office. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below, or do not return this form or bonafide bid.

Unfortunately, we must offer a "No Bid" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the bid process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the Township of Whitehall.  
Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Bids are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FIRM NAME  
\_\_\_\_\_  
SIGNATURE N/A

\_\_\_\_\_ We wish to remain on the Bidders' List.

\_\_\_\_\_ We wish to be deleted from the Bidders' List.

CONTRACTORS QUALIFICATION STATEMENT

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

NAME: NIMARIS CONSTRUCTION L.P.  
ADDRESS 6866 CHRISPHALT DR., BATH, PA 18014  
TELEPHONE (610) 837-3900; (610) 837-9067 FAX DATED 3/20/13

EXPLANATORY

Before any bids are deemed to be properly submitted to the Township of Whitehall, Pennsylvania, it will be required that each and every question herein contained be answered, giving specific, definite and detailed information. An answer must not be evasive, indefinite or general.

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

If the space provided in this form to answer any question is not large enough, the contractor shall add additional sheets or space.

1. How many years has your organization been in business as a contractor under your present name? 12+ YRS
2. Have you ever failed to complete any work awarded to you? If so when, where and why? No
3. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his own name? If so, when, where and why? No
  - a. Has any officer or partner of your organization been in business under any other corporate organization or partnership which failed to complete a municipal contract: If so, when, where and why? No
4. Have liens or lawsuits of any kind been filed against any of your contracts? Give full details. No
5. If a corporation, state:
  - a. Date when organized \_\_\_\_\_
  - b. Under the laws of what state organized \_\_\_\_\_
6. List Surety Companies and Bonding Companies which have heretofore bonded you (give name and address of company and name and amount of contract and amount of bond for the same) within the last five (5) years.  
CINCINNATI INSURANCE \$ SEE ATTACHED  
HAMPSON, MOWRER, KRIETZ \$ \_\_\_\_\_

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

6. (Cont'd.)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

7. List all contracts which you are now performing, or for which you have signed contracts but not started work. (Give names and amounts of contracts and owners).

SEE ATTACHED

\_\_\_\_\_

\_\_\_\_\_

8. State all your banking connections and give banking references:

SEE ATTACHED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. The work, if awarded to you will have the personal supervision of whom? \_\_\_\_\_

NICHOLAS F. CICCONE

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

PROPOSAL/SIGNATURE PAGE

TO: WHITEHALL TOWNSHIP  
3219 MacArthur Road  
Whitehall, PA 18052

DATE: 3-18-13  
BID NO.: 13-03  
BID NAME: 896 Third St.

The Undersigned having examined the Specifications, Standard Requirements and all other documents and being familiar with the various conditions under which these services and/or supplies are to be used, agrees to furnish all labor, material, tools, equipment and services to furnish the requirements called for in the bid, for the prices stated on Proposal Page.

The Undersigned hereby certify that this proposal is genuine and not sham, collusive, or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein names, and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham bid or any other person, firm or corporation from bidding and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

TOTAL COST TO RAZE 896 THIRD STREET \$ 28,495.00

Twenty eight thousand four hundred ninety five <sup>00</sup>/<sub>100</sub>  
(Price as expressed in written form)

NAME OF APPROVED DUMP SITE: Berkys Transfer

Company Name HOPKO Excavating Inc.

Address 327 Dogwood Dr.  
ALBERT'S PA 18011  
Zip Code

Signature Ben Hill

Print Name Ben Hopko

Title Pres.

Phone 610 972 1452 Fax 610 845-8581

Years in Business 15 as ( ) Individual ( ) Partner or (X) Corporation

Federal I.D.# 42-1554060 or Social Security # \_\_\_\_\_

(Seal)

~~NO BID REPLY FORM~~

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

NAME: HOPKO Excavating Inc.  
ADDRESS 327 Dogwood Dr. ALBERTA'S PA 18011  
TELEPHONE 610 9721452 DATED 3-18-13

EXPLANATORY

Before any bids are deemed to be properly submitted to the Township of Whitehall, Pennsylvania, it will be required that each and every question herein contained be answered, giving specific, definite and detailed information. An answer must not be evasive, indefinite or general.

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

If the space provided in this form to answer any question is not large enough, the contractor shall add additional sheets or space.

1. How many years has your organization been in business as a contractor under your present name? 15

2. Have you ever failed to complete any work awarded to you? If so when, where and why? NO

3. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his own name? If so, when, where and why? NO

a. Has any officer or partner of your organization been in business under any other corporate organization or partnership which failed to complete a municipal contract? If so, when, where and why? NO

4. Have liens or lawsuits of any kind been filed against any of your contracts? Give full details. NO

5. If a corporation, state:

a. Date when organized 3-13-2004

b. Under the laws of what state organized PA

6. List Surety Companies and Bonding Companies which have heretofore bonded you (give name and address of company and name and amount of contract and amount of bond for the same) within the last five (5) years.

NO Bonded Jobs in last 5 years \$

we didn't need them for work \$

we were doing. CQS-1

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

NAME: HOPKO Excavations Inc.  
ADDRESS 327 Dogwood Dr. ALBANY PA 18011  
TELEPHONE 610 9721452 DATED 3-18-13

**EXPLANATORY**

Before any bids are deemed to be properly submitted to the Township of Whitehall, Pennsylvania, it will be required that each and every question herein contained be answered, giving specific, definite and detailed information. An answer must not be evasive, indefinite or general.

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

If the space provided in this form to answer any question is not large enough, the contractor shall add additional sheets or space.

1. How many years has your organization been in business as a contractor under your present name? 15
2. Have you ever failed to complete any work awarded to you? If so when, where and why? NO
3. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his own name? If so, when, where and why? NO
  - a. Has any officer or partner of your organization been in business under any other corporate organization or partnership which failed to complete a municipal contract? If so, when, where and why? NO
4. Have liens or lawsuits of any kind been filed against any of your contracts? Give full details. NO
5. If a corporation, state:
  - a. Date when organized 3-13-2004
  - b. Under the laws of what state organized PA
6. List Surety Companies and Bonding Companies which have heretofore bonded you (give name and address of company and name and amount of contract and amount of bond for the same) within the last five (5) years.  
NO Bonded Jobs in last 5 years \$  
we didn't need them for work \$  
we were doing, OQS-1

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

6. (Cont'd.)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

7. List all contracts which you are now performing, or for which you have signed contracts but not started work. (Give names and amounts of contracts and owners).

<u>Tony Stellai</u>	<u>15000</u>
<u>Pete Everett</u>	<u>35000</u>
<u>Glenn Ott</u>	<u>35000</u>

8. State all your banking connections and give banking references:

Sovereign Bank      Emmas Branch

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. The work, if awarded to you will have the personal supervision of whom? Ben Hopko

\_\_\_\_\_

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

PROPOSAL/SIGNATURE PAGE

TO: WHITEHALL TOWNSHIP  
3219 MacArthur Road  
Whitehall, PA 18052

DATE: 3-20-13  
BID NO.: 13-03  
BID NAME: DEMOLITION OF  
896 THIRD STREET

The Undersigned having examined the Specifications, Standard Requirements and all other documents and being familiar with the various conditions under which these services and/or supplies are to be used, agrees to furnish all labor, material, tools, equipment and services to furnish the requirements called for in the bid, for the prices stated on Proposal Page.

The Undersigned hereby certify that this proposal is genuine and not sham, collusive, or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein names, and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham bid or any other person, firm or corporation from bidding and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

TOTAL COST TO RAZE 896 THIRD STREET

\$ 29,950.<sup>00</sup>

TWENTY NINE THOUSAND NINE HUNDRED FIFTY AND ZERO CENTS  
(Price as expressed in written form)

NAME OF APPROVED DUMP SITE: IESI PA BETHLEHEM LANDFILL

Company Name DIRT WORK SOLUTIONS, LLC

Address 3755 MAIN STREET

SLATINGTON, PA 18080

Zip Code

Signature  Randi C Bult

Print Name RANDI C. BULT

Title MANAGER

Phone (610) 767-9438 Fax (610) 767-9438

Years in Business 8 as ( ) Individual  Partner or ( ) Corporation

Federal I.D.# 56-2533049 or Social Security # \_\_\_\_\_

(Seal)

NO BID REPLY FORM

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

TO: WHITEHALL TOWNSHIP  
3219 MacArthur Road  
Whitehall, PA 18052  
ATTN: Mary Ann Miller, CPPO

DATE: 3-20-13  
BID NO.: 13-03

To assist us in obtaining good competition on our Request for Bids, we ask that each firm has received an invitation, but does not wish to bid, state their reason(s) below and return to this office. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below, or do not return this form or bonafide bid.

Unfortunately, we must offer a "No Bid" at this time because:

- 1. We do not wish to participate in the bid process.
- 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- 3. We do not feel we can be competitive.
- 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
- 5. We do not wish to sell to the Township of Whitehall.  
Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- 6. We do not sell the items/services on which Bids are requested.
- 7. Other: \_\_\_\_\_  
\_\_\_\_\_

DIRT WORK SOLUTIONS, LLC  
FIRM NAME

[Signature]  
SIGNATURE RANDI C. BULT

We wish to remain on the Bidders' List.

We wish to be deleted from the Bidders' List.

**CONTRACTORS QUALIFICATION STATEMENT**

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

NAME: DIRT WORK SOLUTIONS, LLC  
ADDRESS 3755 MAIN STREET, SLATINGTON, PA 18080  
TELEPHONE (610) 767-9438 DATED 3-20-13

**EXPLANATORY**

Before any bids are deemed to be properly submitted to the Township of Whitehall, Pennsylvania, it will be required that each and every question herein contained be answered, giving specific, definite and detailed information. An answer must not be evasive, indefinite or general.

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

If the space provided in this form to answer any question is not large enough, the contractor shall add additional sheets or space.

1. How many years has your organization been in business as a contractor under your present name? 8 YEARS
2. Have you ever failed to complete any work awarded to you? If so when, where and why? NO
3. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his own name? If so, when, where and why? NO
  - a. Has any officer or partner of your organization been in business under any other corporate organization or partnership which failed to complete a municipal contract? If so, when, where and why? NO
4. Have liens or lawsuits of any kind been filed against any of your contracts? Give full details. NO
5. If a corporation, state:
  - a. Date when organized N/A
  - b. Under the laws of what state organized ---
6. List Surety Companies and Bonding Companies which have heretofore bonded you (give name and address of company and name and amount of contract and amount of bond for the same) within the last five (5) years.
 

Richard B. Ryan (Western Surety / \$ SEE ATTACHED  
Penn National) \$ \_\_\_\_\_

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

6. (Cont'd.)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

7. List all contracts which you are now performing, or for which you have signed contracts but not started work. (Give names and amounts of contracts and owners).

Celebration Fireworks - \$50,000.00 / Mike Hefner (IN PROGRESS)

8. State all your banking connections and give banking references:

THE NEFFS NATIONAL BANK, 5629 ROUTE 873 / P.O. BOX 10,  
NEFFS, PA 18065-0010

9. The work, if awarded to you will have the personal supervision of whom? RAN I. C. BULT AND TRAVIS S. BULT, DIRT WORK SOLUTIONS, LLC

CQS - 2  
CONTRACT AGREEMENT

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

PROPOSAL/SIGNATURE PAGE

TO: WHITEHALL TOWNSHIP  
3219 MacArthur Road  
Whitehall, PA 18052

DATE: 3/20/13  
BID NO.: 13-03  
BID NAME: Demolition of 896  
Third Street

The Undersigned having examined the Specifications, Standard Requirements and all other documents and being familiar with the various conditions under which these services and/or supplies are to be used, agrees to furnish all labor, material, tools, equipment and services to furnish the requirements called for in the bid, for the prices stated on Proposal Page.

The Undersigned hereby certify that this proposal is genuine and not sham, collusive, or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein names, and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham bid or any other person, firm or corporation from bidding and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

TOTAL COST TO RAZE 896 THIRD STREET \$ 24,500.00

Twenty Four Thousand Five Hundred <sup>00</sup>/<sub>100</sub>  
(Price as expressed in written form)

NAME OF APPROVED DUMP SITE: East Penn Sanitation and/or Ching Landfill

Company Name Beatty CONTRACTORS & Wreckers, Ltd.

Address P.O. Box 414

Nazareth, Pa. 18064  
Zip Code

Signature *Russell D. Beatty*

Print Name Russell D. Beatty

Title President

Phone 610-837-9892 Fax 610-837-5162

Years in Business 40 as ( ) Individual ( ) Partner or (X) Corporation

Federal I.D.# 23-2026569 or Social Security # N/A

(Seal)

NO BID REPLY FORM

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

NAME: Beatty Contractors & Wreckers, Ltd.  
ADDRESS P.O. Box 414, Nazareth, Pa 18064  
TELEPHONE 610-837-9892 DATED 3/20/13

EXPLANATORY

Before any bids are deemed to be properly submitted to the Township of Whitehall, Pennsylvania, it will be required that each and every question herein contained be answered, giving specific, definite and detailed information. An answer must not be evasive, indefinite or general.

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

If the space provided in this form to answer any question is not large enough, the contractor shall add additional sheets or space.

1. How many years has your organization been in business as a contractor under your present name? 60+
2. Have you ever failed to complete any work awarded to you? If so when, where and why? No
3. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his own name? If so, when, where and why? No
- a. Has any officer or partner of your organization been in business under any other corporate organization or partnership which failed to complete a municipal contract: If so, when, where and why? No
4. Have liens or lawsuits of any kind been filed against any of your contracts? Give full details. No
5. If a corporation, state:
  - a. Date when organized 1973
  - b. Under the laws of what state organized Pennsylvania
6. List Surety Companies and Bonding Companies which have heretofore bonded you (give name and address of company and name and amount of contract and amount of bond for the same) within the last five (5) years.

First Seaford Surety Co. \$ 9,950.00 - Upper  
289 E. Lancaster Ave \$ Milford Twp  
Suite 200  
Villanova, Pa 19085 CQS-1

CONTRACT 13-03  
DEMOLITION OF 896 THIRD STREET PROPERTY

6. (Cont'd.)

<u>Frost Sealord Surety Co.</u>	\$ <u>27,500.00</u>	<u>Stockertown</u>
	\$	<u>Borough</u>
<u>AEGIS Surety Co.</u>	\$ <u>23,400.00</u>	
<u>2407 Park Drive, P.O. Box 3153</u>	\$	<u>County of</u>
<u>Harrisburg, Pa 17110</u>	\$	<u>Northampton</u>

7. List all contracts which you are now performing, or for which you have signed contracts but not started work.  
(Give names and amounts of contracts and owners).

East Penn Sanitation - T & M

Tom Braum - T & M

8. State all your banking connections and give banking references:

Lafayette Ambassador Bank

Lisa Luciano 610-332-7161

9. The work, if awarded to you will have the personal supervision of whom?

Russell / Stewart Beatty

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

PROPOSAL/SIGNATURE PAGE

TO: WHITEHALL TOWNSHIP  
3219 MacArthur Road  
Whitehall, PA 18052

DATE: MARCH 19, 2013  
BID NO.: 13-03  
BID NAME: DEMOL. PROJECT  
896 THIRD STREET

The Undersigned having examined the Specifications, Standard Requirements and all other documents and being familiar with the various conditions under which these services and/or supplies are to be used, agrees to furnish all labor, material, tools, equipment and services to furnish the requirements called for in the bid, for the prices stated on Proposal Page.

The Undersigned hereby certify that this proposal is genuine and not sham, collusive, or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein names, and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham bid or any other person, firm or corporation from bidding and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

TOTAL COST TO RAZE 896 THIRD STREET

TWENTY-SIX THOUSAND SEVEN-HUNDRED TWENTY THREE DOLLARS \$ 26,723.00  
EAST PENN TRANSFER STATION TO I.E.S.I.  
BETHLEHEM, PA.  
(Price as expressed in written form)

NAME OF APPROVED DUMP SITE: EAST PENN TRANSFER STATION TO I.E.S.I.  
BETHLEHEM, PA.

Company Name ASHWOOD ENTERPRISES LLC

Address 891 ALPINE DRIVE

DANIELSVILLE, PA. 18038

Zip Code

Signature 

Print Name CRAIG DEUTSCH

Title OWNER / VICE-PRES.

Phone 484-357-0107 Fax (610) 837-6249

Years in Business 9 as ( ) Individual ( ) Partner or  Corporation

Federal I.D.# 20-4927332 or Social Security # \_\_\_\_\_

(Seal)

NO BID REPLY FORM

**WORKERS COMPENSATION VERIFICATION FORM**

A. The Applicant is a Contractor within the meaning of the Pennsylvania Workers Compensation Law:

Yes       No

If the answer is "YES", complete Sections B and C below as appropriate.

B. **INSURANCE INFORMATION:**

Name of Applicant ASHWOOD ENT. LLC

Federal or State Employer Identification No. 20-9927332

Applicant is a qualified self-insurer for Workers Compensation.

Name of Workers Compensation Insurer ERIE

Workers Compensation Insurance Policy No. Q870103297 & Q911200610

Policy Expiration Date 3-1-14

C. **EXEMPTION**

Complete Section C if the Applicant is a contractor claiming exemption from providing Workers Compensation Insurance.

The undersigned swears or affirms that he/she is not required to provide Workers Compensation Insurance under the provisions of Pennsylvania's Workers Compensation Law for one of the following reasons, as indicated:

- Contractor with no employees. Contractor prohibited by law from employing any individual to perform work pursuant to this building permit unless contractor provides proof of insurance to the Township.
- Religious exemption under the Workers Compensation Law.

Applicant Name - Please Print Clearly \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
County \_\_\_\_\_  
Municipality \_\_\_\_\_  
Signature of Applicant \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Signature of Notary Public \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(SEAL)

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

NAME: ASHWOOD ENTERPRISES, LLC  
ADDRESS 891 ALPINE DR. DANIELSVILLE, PA 18038  
TELEPHONE 484-357-0107 DATED 3/19/13

EXPLANATORY

Before any bids are deemed to be properly submitted to the Township of Whitehall, Pennsylvania, it will be required that each and every question herein contained be answered, giving specific, definite and detailed information. An answer must not be evasive, indefinite or general.

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

If the space provided in this form to answer any question is not large enough, the contractor shall add additional sheets or space.

1. How many years has your organization been in business as a contractor under your present name? 8 years
2. Have you ever failed to complete any work awarded to you? If so when, where and why? NO
3. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his own name? If so, when, where and why? NO
- a. Has any officer or partner of your organization been in business under any other corporate organization or partnership which failed to complete a municipal contract? If so, when, where and why? NO
4. Have liens or lawsuits of any kind been filed against any of your contracts? Give full details. NO
5. If a corporation, state: N/A
  - a. Date when organized
  - b. Under the laws of what state organized
6. List Surety Companies and Bonding Companies which have heretofore bonded you (give name and address of company and name and amount of contract and amount of bond for the same) within the last five (5) years.

<u>Western Surety 333 S. Wabash Ave.</u>	<u>Walnutport Bor. Bathroom Ren.</u>
<u>Chicago, IL 60604</u>	<u>\$ 70,000</u>
<u>Western Surety 333 S. Wabash Ave.</u>	<u>Walnutport Bor. Recreation Bldg.</u>
<u>Chicago, IL 60604</u>	<u>\$ 150,000</u>
<u>QOS-1</u>	

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

6. (Cont'd)  
Western Surety Co. 333 S. Wabash Av. WASHINGTON TWP. FOOD BANK  
Chicago, IL 60604 \$ 100,000  
" " " " Nazareth Sch. District.  
\$ 50,000  
WESTERN SURETY Co. " \$ 120,000.00 WASHINGTON  
TWP. FOOD  
BANK PHASE II  
\$  
\$

7. List all contracts which you are now performing, or for which you have signed contracts but not started work.  
(Give names and amounts of contracts and owners).

None

8. State all your banking connections and give banking references:

PNC Bank, 1060 Valley Center Pkwy, Bethlehem 18015  
Merchants Bank, 44 S. Broad St. Nazareth 18064

9. The work, if awarded to you will have the personal supervision of whom? Craig Deutsch

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

PROPOSAL/SIGNATURE PAGE

TO: WHITEHALL TOWNSHIP  
3219 MacArthur Road  
Whitehall, PA 18052

DATE: \_\_\_\_\_  
BID NO.: \_\_\_\_\_  
BID NAME: \_\_\_\_\_

The Undersigned having examined the Specifications, Standard Requirements and all other documents and being familiar with the various conditions under which these services and/or supplies are to be used, agrees to furnish all labor, material, tools, equipment and services to furnish the requirements called for in the bid, for the prices stated on Proposal Page.

The Undersigned hereby certify that this proposal is genuine and not sham, collusive, or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein names, and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham bid or any other person, firm or corporation from bidding and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

TOTAL COST TO RAZE 896 THIRD STREET

\$ 15,500<sup>00/100</sup>

fifteen thousand five hundred dollars  
(Price as expressed in written form)

NAME OF APPROVED DUMP SITE Commonwealth Environmental

Company Name Macorra Est Inc

Address 610 3rd St

Port Carbon PA 17965  
Zip Code

Signature 

Print Name Vincent Macorra

Title President

Phone 570 573 6187 Fax 570 622 5621

Years in Business 10 as ( ) Individual ( ) Partner or (X) Corporation

Federal I.D.# 20-8378933 or Social Security # \_\_\_\_\_

(Seal)

NO BID REPLY FORM

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

TO: WHITEHALL TOWNSHIP  
3219 MacArthur Road  
Whitehall, PA 18052  
ATTN: Mary Ann Miller, CPPO

DATE: \_\_\_\_\_  
BID NO.: \_\_\_\_\_

To assist us in obtaining good competition on our Request for Bids, we ask that each firm has received an invitation, but does not wish to bid, state their reason(s) below and return to this office. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below, or do not return this form or bonafide bid.

Unfortunately, we must offer a "No Bid" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the bid process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the Township of Whitehall.  
Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Bids are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
SIGNATURE

We wish to remain on the Bidders' List.

We wish to be deleted from the Bidders' List.

CONTRACTORS QUALIFICATION STATEMENT

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

NAME: Mason's Exc. Inc.  
ADDRESS 610 3<sup>rd</sup> St Port Carbon PA 17965  
TELEPHONE 610 513 2787 DATED 3/15/13

EXPLANATORY

Before any bids are deemed to be properly submitted to the Township of Whitehall, Pennsylvania, it will be required that each and every question herein contained be answered, giving specific, definite and detailed information. An answer must not be evasive, indefinite or general.

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

If the space provided in this form to answer any question is not large enough, the contractor shall add additional sheets or space.

1. How many years has your organization been in business as a contractor under your present name? 10
2. Have you ever failed to complete any work awarded to you? If so when, where and why? No
3. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his own name? If so, when, where and why? No
  - a. Has any officer or partner of your organization been in business under any other corporate organization or partnership which failed to complete a municipal contract: If so, when, where and why? No
4. Have liens or lawsuits of any kind been filed against any of your contracts? Give full details. No
5. If a corporation, state:
  - a. Date when organized 2004
  - b. Under the laws of what state organized Pennsylvania
6. List Surety Companies and Bonding Companies which have heretofore bonded you (give name and address of company and name and amount of contract and amount of bond for the same) within the last five (5) years.

<u>Western Surety</u>	\$ <u>140,000</u>
<u>Western Surety</u>	\$ <u>79,800</u>

CONTRACT 13 - 03  
DEMOLITION OF 896 THIRD STREET PROPERTY

6. (Cont'd.)

<u>Western Surety</u>	\$ <u>89,900</u>
<u>Western Surety</u>	\$ <u>18,500</u>
<u>Western Surety</u>	\$ <u>74,000</u>
<u>Western Surety</u>	\$ <u>15,1000</u>
<u>Western Surety</u>	\$ <u>20,000</u>

7. List all contracts which you are now performing, or for which you have signed contracts but not started work. (Give names and amounts of contracts and owners).

Miller Bros Const. - Demo of Cabanisse Lumber  
Shawkill County - Demo of Single Structure home  
City of Shamokin - Demo + clean up of Hazardous site

8. State all your banking connections and give banking references:

First National Bank - 570 602-0270  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. The work, if awarded to you will have the personal supervision of whom? Vincent Manna