

**THE TRI-COG LAND BANK
1705 MAPLE STREET, SUITE 100
Homestead, PA 15120**

February 4, 2020

RE: REQUEST FOR BID –
DEMOLITION OF 1121 NORTH AVENUE
TRI-COG LAND BANK SPECIFICATION NO. 1121 NORTH AVENUE - 02

Dear Potential Bidder:

The Tri-Cog Land Bank (“Land Bank”) is soliciting bids from qualified companies to provide the complete demolition of the structure located at 1121 North Avenue, Millvale, Allegheny County, Pennsylvania (the “Property”). The successful bidder will perform for the Land Bank the demolition work described in the accompanying bid documents. The successful bidder will be required to enter into a written agreement with the Land Bank.

The Land Bank is seeking a demolition contractor with specific experience in performing work of this type in strict compliance with applicable laws, rules, and regulations. Corporate or organizational bidders should respond to this Request for Bids (“RFB”) by submitting their specific qualifications in performing work of the type described in the accompanying bid documents.

This RFB is intended to provide prospective bidders with much of the information needed to submit proposals for the Land Bank’s review, interview, and selection of a qualified provider to perform services relating to this contract. As detailed in the bid documents themselves, potential bidders also will have one or more opportunities to visit the Property in order to assess the work to be performed.

Copies of the contract documents including any drawings, technical specifications, and bid forms will be available at <https://planroom.accu-copy.com/jobs/public> for a cost of \$50. A **mandatory site inspection will be held at the site on February 4, 2020 1:00 p.m.**

As detailed in the RFB, responses from bidders are due by 10:00 a.m. on February 14, 2020 at the offices of Tri-COG Land Bank, 1705 Maple Street, Suite 100, Homestead, PA 15120; and the Land Bank reserves the right to decline to consider any response which is not received by such time. Should you have questions concerning this RFB or to request an alternative bid tour, if unable to attend the scheduled bid walk, please contact Ms. An Lewis of the Land Bank at 412-462-7600.

We look forward to receiving a response to this RFB from your organization.

Sincerely,

THE TRI-COG LAND BANK

**BID DOCUMENTS
FOR
DEMOLITION OF 1121 NORTH AVENUE
TRI-COG LAND BANK SPECIFICATION
NO. 1121 NORTH AVENUE - 02**

Prepared by:
**KU RESOURCES, INC.
22 SOUTH LINDEN STREET
DUQUESNE, PA 15110**

Prepared for:
**TRI-COG LAND BANK
1705 MAPLE STREET, SUITE 100
HOMESTEAD, PA 15120**

FEBRUARY 4, 2020

ATTACHMENT 1

BID DOCUMENTS FOR DEMOLITION OF 1121 NORTH AVENUE TRI-COG LAND BANK SPECIFICATION NO. 1121 NORTH AVENUE - 02

INSTRUCTIONS TO BIDDERS

1.0 INSTRUCTIONS TO BIDDERS

The Tri-Cog Land Bank (“Land Bank” or sometimes “Owner”) is issuing this Request for Bids (“RFB”) for certain work to be performed in connection with the complete demolition of the structure located at 1121 North Avenue, Millvale, Allegheny County, Pennsylvania. Bidders should carefully examine all documents and data set forth in this RFB and otherwise pertaining to the scope of work stated herein and become familiar with it. The successful bidder shall not at any time after acceptance of its bid make any claims alleging insufficient data or incorrectly assumed conditions nor shall it claim any misunderstanding with regard to the nature, conditions or character of the work to be performed pursuant to the scope of work set forth in Attachment 2 of this RFB (the “Work”). Submission of a bid shall constitute the bidder’s acknowledgment that it has investigated and satisfied itself as to the conditions affecting the Work.

1.1 GENERAL DESCRIPTION OF THE WORK

1.1.1 The Land Bank is the owner of certain real property in Millvale, Allegheny County, Pennsylvania, which is known as “1121 North Avenue”. The project area is not occupied and will be demolished in the manner described in this RFB. The Land Bank needs to engage a contractor who will demolish, excavate, demolish foundations, and site grade in the manner described in this RFB.

1.1.2 All bidders are required to submit a response for the entirety of the Work.

1.1.3 The Contractor is encouraged to utilize minority and/or women-owned business enterprises (MBE/WBE). Non-use of MBE/WBE will not disqualify the Contractor’s bid. However, the Land Bank will look favorably on the use of MBE/WBE.

1.1.4 Each bid should be accompanied by a bid letter from a surety company qualified to do business in the Commonwealth of Pennsylvania agreeing, in event of the award of the Contract to the bidder, to furnish the required Performance Bond and Payment Bond.

1.1.4.1 **CONTRACT BONDS:** The Contractor must furnish the following bonds which shall become binding upon the award of the Agreement to the Contractor.

- a. **A performance bond at 100 percent** of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications, and conditions of the contract.
- b. **A payment bond at 100 percent** of the contract amount. Such bond shall be solely for the protection of claimants supplying labor or materials to the prime contractor to whom the contract was awarded, or to any of his subcontractors, in

the prosecution of the work provided for in such contract and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

- 1.1.5 The bidder will be responsible for determining all applicable permit fees, business taxes, and disposal fees. These fees must be incorporated into their proposal. Submission of a bid shall constitute the bidder's acknowledgement that it is aware of all fees and permits to perform work in the Borough of Millvale, as well as Allegheny County and the Commonwealth of Pennsylvania.

1.2 PROPOSAL

- 1.2.1 This RFB consists of the following documents:

- Cover Letter;
- Attachment 1 - Instructions to Bidders;
- Attachment 2 - Scope of Work documents;
- Attachment 3 - Hazardous Material Survey;
- Attachment 4 - Bidder's Technical Response;
- Attachment 5 - Bidder's Pricing Response;
- Attachment 6 - Form of Contract;
- Attachment 7 - Bond Form;
- Attachment 8 - Exception Document;
- Attachment 9 - PWSA Manual; and
- Attachment 10 - Prevailing Wage Determination.

- 1.2.2 The bidder's proposal must be submitted to:

Ms. An Lewis
Tri-COG Land Bank
1705 Maple Street, Suite 100
Homestead, PA 15120 (412) 462-7600

Proposals must be submitted by 10:00 p.m. on Friday February 14, 2020.

- 1.2.3 In order to be considered, the bid shall comply with all the requirements specified in this RFB, its enclosures, attachments, and any addenda issued under this RFB. Non-compliance with the bid requirements may render a bid as non-responsive and subject to rejection. Any interpretation of the RFB requirements will be made by addendum and provided to each bidder. The Land Bank shall not be bound by any explanations or interpretations of this RFB unless given in writing via an addendum by the Land Bank. Each bidder is required to provide written acknowledgment upon receipt of each addendum issued and include a signed copy of each addendum in its bid.
- 1.2.4 All bids shall be irrevocable, and no bidder may withdraw its bid for a period of forty-five (45) days after the bid due date set forth in Section 1.2.2 above; provided, however, that the Land Bank shall use its good faith efforts to notify the successful bidder within forty-five (45) days of the date on which bids are due.

1.2.5 Owner reserves the right to accept or reject any and all bids or waive any informality in the bidding for any reason whatsoever.

1.2.6 Technical and Commercial questions that arise during bid preparation should be addressed to:

Mr. M. Ryan Dowling
KU Resources, Inc.
22 South Linden Street
Duquesne, PA 15110 (412) 469-9331

1.2.8 All proposals shall reference Tri-Cog Land Bank Specification No. 1121 North Avenue - 02. A job site tour will be conducted at 1:00 p.m. on Tuesday February 4, 2020. A job site tour with a representative prior to the bid due date is mandatory for bid consideration. To schedule an alternate time if unable to attend the scheduled tour, please call:

Ms. An Lewis
Tri-COG Land Bank
1705 Maple Street, Suite 100
Homestead, PA 15120 (412) 462-7600

Failure to schedule and attend a mandatory job site tour with a representative will eliminate the bidder from consideration. Photographing the scope areas is permitted if a bidder intends to use these photographs/video cassettes in the development of a bid. Prior written consent is required if a bidder intends to use this information for any other purpose (e.g., advertising materials).

2.0 BID PREPARATION AND FORMAT

2.1. Bids are to be prepared simply and economically and shall provide concise, straight forward discussions of the bidder's approach and capabilities to satisfy the requirements of this RFB. The bidder shall not include any advertising materials or excerpts from advertisements in its bid. In no case is the Land Bank responsible for the expenses incurred by the bidder in preparation of its bid or associated with attendance at any conferences, site visits or other activities related to this RFB. Each copy of the bid shall be signed by an officer or an individual authorized to bind the bidder to the provisions of its bid. Each copy of the bid also shall contain a table of contents and be separated into tabbed sections which correspond to the headings set forth in Sections 3.1 through 3.3 of these Instructions to Bidders. Pages should be numbered for ease of review. Failure to provide a bid in accordance with the prescribed format may disqualify the bid.

3.0 REQUIRED SECTIONS OF THE BID RESPONSE

3.1 BIDDER'S TECHNICAL RESPONSE

3.1.1 On the response form labeled "Bidder's Technical Response" provided as Attachment 4 of this RFB, the bidder shall provide a discussion of its understanding of the Work required by this RFB and shall identify the approach/methodology to be used to complete the Work. This should include a description of the project management/administration required to perform the Work. The purpose of this form is to allow Owner to evaluate the bidder's and its personnel's experience and expertise, specifically with application to the Project, and to determine whether the bidder has developed a specific approach and methodology to perform the Work in a manner consistent with Owner's needs. The Bidder's Technical Response shall contain the following subsections:

- 3.2.1.1 **WORK PLAN:** As part of its technical response, the bidder shall provide a work plan outlining the procedures that the bidder proposes to use in the performance of the Work. The work plan should state in reasonable detail the methods and equipment the bidder will employ on the Project. The bidder also shall submit a list of subcontractors it proposes to use, together with a reasonably detailed description of such proposed subcontractors' qualifications, experience on projects of the type described in this RFB and a list of at least three (3) references for each such subcontractor. Owner must approve of each subcontractor who will perform all or any portion of the Work, and the successful bidder shall not engage any subcontractor for the Project unless the engagement of such subcontractor has been approved in writing, in advance by Owner.
- 3.2.1.2 **PROJECT STAFFING:** The bidder shall include in this section a project organizational structure denoting both key and secondary personnel who will perform Work on the Project. In addition, the bidder shall provide detail as to how it intends to staff specific tasks, as well as which disciplines will be involved. In addition, the bidder shall provide a summary that sets forth the backgrounds and qualifications of the bidder's organization and its key personnel who will perform the Work, as well as their experience in performing the type of services that are necessary to complete the Work. Persons listed in the organizational structure must be available at all times to perform the Work.
- 3.2.1.3 **BIDDER'S QUALIFICATION QUESTIONNAIRE:** The bidder shall complete the bidder's qualification questionnaire included in this RFB as part of Attachment 4, Bidder's Technical Response.
- 3.2.1.4 **PROJECT SCHEDULE:** The bidder shall provide to Owner for its review and approval a preliminary bar-chart type schedule, directly relating to the Work to be performed, which demonstrates the anticipated duration of each task. The preliminary schedule shall conform to the work sequence set forth in this RFB and show work duration by area and anticipated manloading for all work for which the bidder is submitting a bid. All bidders are advised of the requirements to begin mobilization of manpower and equipment within seven (7) calendar days of the receipt of a "Notification to Proceed" from Owner. The successful bidder and Owner shall agree, prior to contract award, on a specific schedule for completion of the Work. This schedule will be incorporated into the contract between Owner and the successful bidder. It is intended that the Work will commence on or about March 1, 2020 and be completed within forty-five (45) calendar days, time being of the essence.
- 3.2.1.5 **LIQUIDATED DAMAGES:** The Project schedule will require Final Completion of the Work within forty-five (45) calendar days of the date the Notification to Proceed" is issued. Liquidated damages equal to \$200 per day for each calendar day beyond that period that Final Completion has not been achieved shall be assessed by Owner.

3.2 BIDDER'S PRICING RESPONSE.

- 3.2.1 Bidders are advised that all bids shall be submitted using the bid form attached as Attachment 5, Bidder's Pricing Response. Bidders must provide a bid for the entirety of the Work.
- 3.2.2 Bidders are to provide a lump-sum price as outlined on the bid form. By submitting a bid on the Primary Work, the bidder acknowledges and agrees that, if a contract is awarded to such bidder, the amount of the lump-sum bid shall be the full and complete compensation paid to the successful bidder for the Primary Work, and that such amount shall not be subject to escalation for any reason whatsoever, including, but not limited to, difficulty in performing the Primary

Work; increased costs of labor, materials or supplies; winter weather; force majeure; regulatory or permitting delays; unanticipated site conditions or for any other reason whatsoever.

- 3.2.3 It is understood that award of a contract for a portion of the Work will in no way obligate Owner to extend the agreement to cover other work throughout the total Project site.

3.3 EXCEPTION FORM

- 3.3.1 The successful bidder will be expected to execute the form of contract included within the bid package. All exceptions to such form of contract must be set forth on the Exception Document included in this RFB as Attachment 8. Exceptions must state with specificity the bidder's objections to the language of the contract and proposed alternate language, if applicable. **Owner will give greater weight to responses which do not contain exceptions to the form of contract included in this RFB.**

3.4 PILOT PROJECT COOPERATION

- 3.4.1 The Contractor shall provide notification to Tri-Cog, KU Resources, and Conservation Consultants, Inc. (CCI) no less than three full business days prior to commencement of demolition that demolition will occur and when.
- A. All workers and Site visitors will be asked to sign a video/photograph release.
 - B. All CCI subcontractors will have full access to the Site from the start to finish of the project.
- 3.4.2 The Contractor cannot start demolition until CCI team member(s) are on job site.
- 3.4.3 CCI shall be permitted to perform the following activities:
- A. Document the entire demolition process with photography, videography, etc.
 - 1. Use this content without restriction or further permission in the future.
 - B. Deploy various testing and measurement equipment across site prior to demolition, during the demolition and to be retrieved after the demolition, including but not limited to, equipment intended to measure dust fall and wind speed.
- 3.4.4 The Contractor shall coordinate with the Owner and CCI to ensure testing can occur safely and successfully.
- A. The Owner and CCI team members shall comply with all safety requirements per the Contractor's instructions.
- 3.4.5 Following the completion of the demolition, the Contractor shall provide the Owner with documentation of costs incurred due to any additional procedures, materials, equipment, labor, etc. that were required during the contract. The Contractor shall coordinate with the Owner and CCI to ensure testing can occur safely and successfully.

ATTACHMENT 2

**BID DOCUMENTS
FOR
DEMOLITION OF 1121 NORTH AVENUE
TRI-COG LAND BANK SPECIFICATION NO. 1121 NORTH AVENUE - 02**

**STATEMENT OF WORK
AND
TECHNICAL SPECIFICATIONS**

1.0 GENERAL

- 1.1 Summary of the Work.** The work specified in this Statement of Work – Demolition (SOW). The SOW is identified on the Contract Drawings and includes demolition of the structure, including foundation, and disposal of regulated waste materials from the project area.
- 1.2 Intent.** The intent of the SOW is to dispose of regulated waste materials; and demolish, without limitation, the structure associated with the property as detailed in the Contract Drawings. Demolition of foundation and basement pads are included in the SOW. As part of the SOW, the contractor also shall leave a clean and unobstructed site that conforms to the natural grades of the site, and is free of safety hazards and debris. The contractor shall be permitted to utilize small uncontaminated bricks, blocks, and concrete pieces (i.e., which are six (6) inches or less in any dimension in size) as partial fill in the pits and trenches provided that such materials are suitable for use as clean fill and are compliant with the Pennsylvania Department of Environmental Protection's (PADEP) Clean Fill Policy and all applicable laws, rules, and regulations. Exact fill requirements are set forth in Section 2.1 of this SOW.
- 1.3 Preliminary Investigations.** The contractor shall be held to have examined the premises and site so as to compare them with the Contract Drawings and/or specifications, if any, applicable to the SOW and to be satisfied as to the condition of the premises, any obstruction, the actual elevations, and all excavating, filling in, etc., necessary for carrying out the intent of the SOW, before the delivery of a bid response. No allowances or extra payment will be made to the contractor for or on account of costs or expenses occasioned by the failure to comply with the provisions of this paragraph, or by reason of error or oversight on the part of the contractor. The SOW shall include any and all deviations required to meet job conditions and provide a complete contract as required by the intent of the RFB.
- 1.4 Pricing.** All Work shall be performed on a firm lump-sum price basis.
- 1.5 Allowances.** None.
- 1.6 Intentionally left blank.**

1.7 References.

- 1.7.1 The following list does not purport to be a complete or exhaustive list of applicable laws, regulations, ordinances, codes, and guidelines, but rather is provided for the purposes of directing the contractor's attention to requirements which clearly will apply to the Demolition Work:
 - 1.7.1.1 Standards: American National Standards Institute (ANSI) A10-6-83 Demolition Operations - Safety Requirements, A10-8-88 Construction and Demolition Operations - Scaffolding - Safety Requirements
 - 1.7.1.2 Regulations: Occupational Safety and Health Administration (OSHA). OSHA Safety and Health Standards (29 Code of Federal Regulations (CFR) 1926): Subpart T Demolition. Building codes.
 - 1.7.1.3 Association & Institute Publications: National Association of Demolition Contractors (NADC) Demolition Safety Manual - Current Edition

1.8 Definitions. As used herein, the following terms shall have the following meanings:

- 1.8.1 "Clean Fill" means uncontaminated, non-water soluble, non-decomposable, inert solid material used to level an area or bring the area to grade. The term includes soil, rock, stone, dredged material, used asphalt, and brick, block, or concrete from construction and demolition activities that is separate from other waste, and recognizable as such. (25 PA Code §§271.101 and 287.101). The term does not include materials placed in or on the waters of the Commonwealth, unless otherwise directed.
- 1.8.2 "Debris": Accumulated rubbish and all waste materials from which Salvageable Materials or materials suitable for use as clean fill on the site have been removed.
- 1.8.3 "Salvageable Materials" means any and all materials, which are capable of being segregated during the performance of the SOW, removed from the Project site and sold for salvage or other value. Any materials resulting from the SOW which are not Salvageable Materials, regulated waste, or ACM will be deemed to be Debris.

1.9 Quality Assurance.

- 1.9.1 The contractor shall provide field supervisors and foremen who have a minimum of ten (10) years of experience in the demolition of major structures and a complete working knowledge of the applicable laws, regulations, and industry standards.
- 1.9.2 All Site work shall be completed in a professional manner and to the highest standards of the industry.
- 1.9.3 Prior to the commencement of the SOW, the contractor shall provide to Owner documentation indicating that the landfill(s) that will receive the Debris have permits which allow acceptance of such material.

- 1.9.4 The contractor shall prepare, at its sole cost and expense, and submit to Owner a detailed work plan prior to beginning the SOW. The work plan shall detail sequencing and techniques, protection of buildings and other structures to remain, site logistics, work crew and equipment requirements, and a project schedule addressing each major portion of the Site Development Work.

1.10 Project Conditions.

- 1.10.1 All public roadways near the site must be kept clear and open to traffic at all times. When it is necessary to restrict traffic or close a roadway due to demolition activity, the contractor shall:
- Notify Owner of such requirements two (2) working days in advance;
 - Notify all applicable government entities;
 - Seek and obtain, at its sole cost and expense, all government approvals necessary for any such restriction or closure;
 - Provide barricades and signage as necessary to redirect traffic;
 - Perform the Site Development Work in such a manner as to minimize the time frame of the restriction or closure; and
 - Build a temporary roadway sufficient to handle construction traffic around the restricted area if no alternative routes are available.
- 1.10.2 The contractor shall, at all times, perform the SOW in a manner that does not interfere with the activities of any neighboring properties. The contractor shall be responsible to Owner for any claims made to the Owner by reason of injury to persons or damage to property or business, including, but not limited to, any such claims made by any Parties, as a result of the performance of the Work.
- 1.10.3 The contractor shall provide to Owner documentation regarding the disposal of non-hazardous materials. If any suspect hazardous materials are encountered, the contractor shall immediately stop work and notify Owner's representative, which will direct the contractor how to proceed.
- 1.10.4 The contractor shall provide all dust control measures necessary to ensure that areas beyond the site boundaries are not affected by dust generated from the Work.
- 1.10.5 No explosives may be used by the contractor unless specifically approved in advance by Owner in writing.
- 1.10.6 Active utilities (including high-voltage power lines, water, gas, and sanitary) may be present at the site. The contractor shall determine the location of such utilities prior to commencement of the SOW. The status and requirements for the existing utilities are presented in the Contract drawings. All utility work must be done in accordance within Borough of Millvale code and regulations whether the utilities are protected or abandoned.

The utilities to remain shall be protected from damage by contractor. Utilities requiring physical disconnection will be facilitated or performed by the contractor. Any disconnected utilities will have all laterals removed. The contractor shall arrange with the providing utility for any utility service it needs in connection with the performance of the SOW.

2.0 **MATERIALS**

- 2.1 Fill Materials.** Acceptable fill materials obtained on site shall be sand, gravel, and stone, brick, masonry block, and concrete, in each case that is suitable for use as clean fill in accordance with applicable laws. Fill material shall be obtained from within the Contract Limit Lines unless material outside the Contract Limit Lines is identified by Owner as available to the contractor. Under no circumstances should Debris be used as fill, including, but not limited to, Debris consisting of wood, plastics, or pipes to be removed from the Properties. All fill material used within the four (4) foot of finished rough grade shall have dimensions of three (3) inches or less in any direction. All other fill materials shall have dimensions of six (6) inches or less in any direction.
- 2.2 Other Materials.** Materials required for temporary protection and barriers, or for closing off tunnel openings in basements and pits, may be salvaged from the demolition unless the Contract documents indicate specific material requirements for a specific condition. All materials must have sufficient strength and durability for such purpose.
- 2.3 Imported Clean Fill.** All materials imported to the site must meet the PADEP Clean Fill Policy. Certification of these materials must be provided to the Owner and/or its representative prior to bring materials on site. These areas of Clean Fill must delineated, mapped, and presented to the Owner in a CAD format.

3.0 **EXECUTION**

- 3.1 General Scope of Work.** The following list presents summary of the work activities to be performed under this Contract. The list provides a general overview of the activities and is not intended to be a complete presentation of all work elements that must be undertaken in order to execute the project and meet the desired goals.
- 3.1.1 Contractor to remove all non-hazardous and hazardous materials from property limits and dispose in accordance with applicable regulations. All manifests and disposal records, including permits, landfill, and transportation certifications must be provided to the Owner. These materials may include tires, vehicles, and all trash/debris.
- 3.1.2 Demolish all structures as detailed on drawings and dispose all waste and Salvageable Materials in accordance with Contract Documents. The demolition of basement and foundations are included in this SOW.
- 3.1.3 Contractor to demolish all foundations and concrete pads. All equipment, containers, and waste must be removed and disposed. Contractor to crack basement floors or any subgrade concrete slab.

- 3.1.4 Openings into basements, pits, and trenches shall be backfilled to the extent necessary as determined by the natural angle of repose of the backfill material, unless the Contract indicates otherwise. All openings to be secure to prevent access.
- 3.1.5 All concrete, concrete blocks, brick, masonry, asphalt, etc. to be stock piled for used as fill on site unless otherwise noted.
- 3.1.6 Any debris warranted as unsuitable fill must be removed from the site.
- 3.1.7 Any materials, structures, and/or debris currently on site shown to be demolished are the responsibility of the contractor to either remove or crush to use on site.
- 3.1.8 Install erosion and sedimentation control as required by the rules and regulations of the Commonwealth of Pennsylvania and Borough of Millvale.
- 3.1.9 The contractor shall leave the areas within the Contract Limit Lines in a safe and clean condition, free of all rubbish, Debris, materials, and equipment.
- 3.1.10 During all activities, the contractor shall ensure that the adjacent properties/buildings and other improvements are protected and are not damaged in any manner.
- 3.1.11 The Contractor shall secure all utilities prior to initiation of demolition or excavation activities. All utilities will be the sole responsibility of the Contractor upon project initiation. All termination must be completed in accordance with PWSA and other utility requirements.
- 3.1.12 The contractor shall provide all dust control measures necessary to ensure that areas beyond the site boundaries are not affected by dust generated from the Site.
- 3.1.13 It is the responsibility to maintain site security during the entire project.
- 3.1.14 Excavation must be backfilled in accordance with Section 2.1 (Fill Materials) and compacted. Contractor to utilize top soil for the final 6-inches of fill. Final grade should match surrounding elevations.

The work includes waste disposal and demolition of structures within the project limits. Work also includes rough grading, and placement of erosion and sedimentation controls.

4.0 SITE WORK

PART 1 – STRUCTURE DEMOLITION

A. GENERAL

1.1 Summary

A. This Section includes the following:

1. Demolition and Waste Disposal

1.2 Definitions

- A. Remove: Detach items from existing construction and legally dispose them off site unless indicated to be removed and salvaged or recycled.
- B. Remove and Salvage for Owner: Salvageable items of value shall become Contractor's property and shall be incorporated into the Contractor's pricing unless otherwise designated in the Contract.
- C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or recycled.

1.3 Materials Ownership

- A. Salvageable materials shall become Contractor's property and shall be removed from Project site.
- B. Salvageable items of value shall become Contractor's property and shall be incorporated into the Contractor's pricing unless otherwise designated in the Contract.

1.4 Submittals

- A. Proposed Environmental-Protection, Dust-Control, and Noise-Control Measures: Submit to Owner's Representative a statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.
- B. Permits: Submit copy of all permits required for building demolition work to Owner's Representative prior to starting building demolition work.
- C. Schedule of Building Demolition Activities: Submit to Owner's Representative before Work begins and indicate the following.
 1. Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
 2. Interruption of utility services.
 3. Coordination for shutoff, removing, and continuation of utility services.

4. Locations of temporary protection and means of egress from building affected by building demolition operations.
 - D. Building Demolition Plan: Prepare a building demolition plan prior to beginning building demolition work.
 1. Submit a copy of the building demolition plan to the Owner's Representative prior to beginning building demolition work.
 - E. Proposed Environmental-Protection, Dust-Control, and Noise-Control Measures:
 1. Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.
- 1.5 Quality Assurance
- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
 - B. Regulatory Requirements: Comply with governing United States Environmental Protection Agency (U.S. EPA) notification, PADEP, PADOI before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
 - C. Standards: Comply with ANSI A10.6 and NFPA 241.
 - D. Pre-demolition Conference: Conduct conference at Project site to comply with requirements in Division 01 Section. Review methods and procedures related to building demolition including, but not limited to, the following:
 1. Inspect and discuss condition of construction to be demolished.
 2. Review structural load limitations of existing structures.
 3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Review and finalize protection requirements, noise control, and dust control.
- 1.6 Project Conditions
- A. Building to be demolished will be vacated and their use discontinued before start of Work.
 - B. Owner assumes no responsibility for buildings and structures to be demolished.
 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

- C. Non-Hazardous Materials: Non-hazardous materials will be encountered in buildings and structures to be demolished that may not be considered as construction & demolition debris for disposal purposes.
1. Contractor is responsible for removing of non-hazardous materials from the structures and disposal in a manner that is compliant with environmental regulations.
 2. Contractor must maintain records pertaining to management of non-hazardous materials.
 3. The Contractor will be responsible for maintaining adequate wetting of the debris pile to control dust emissions.
 4. The Contractor is required to apply water during the debris loading and removal process. At a minimum, the Contractor is responsible for wetting of the debris pile and point of load-out by directing a hose at the bucket during removal.
 5. Contractor will manage demolition site wetting to prevent runoff flowing directly into streams and other waterways.
 6. Removed and transport debris in manner that will prevent spillage on adjacent surfaces and areas.
 7. Removal of demolition debris should begin within forty-eight (48) hours of commencing demolition operations and is to be completed no later than fourteen (14) days from the completion of demolition.
 8. Debris piles must not exceed height of temporary fencing installed around perimeter of the site.
 9. Provide effective wetting during debris removal to reduce dust emissions. Dumpsters will also receive regular wetting to reduce dust.
 10. Provide removal and handling of demolition debris utilizing tightly sealed secure and non-permeable coverings on trucks and dumpsters.
 11. Contractor shall dispose of debris in a licensed U.S. EPA-approved land fill. The Contractor shall submit the disposal facility signed waste manifest within thirty (30) days of remediation.
 12. If debris is on site for more than twenty-four (24) hours, it must be completely covered with high-density polyethylene plastic until it is transported off the site.
- D. Hazardous Materials: Some hazardous materials may be encountered in the structure to be demolished.
1. Hazardous materials will be removed by Contractor before start of building demolition work.

2. If materials suspected of containing hazardous materials are encountered, do not disturb. Contractor shall immediately notify Owner of the locations of any remaining hazardous materials and vacate the work areas containing hazardous materials until such time that the hazardous materials are removed by the contractor. The Contractor may re-enter the work areas and continue with the demolition work after the hazardous materials have been removed.
 3. Report on the presence of hazardous materials is on file for review and use; report will be issued by Owner's Representative to Contractor and shall be kept on file at the Project site by the contractor.
 - E. Contractor shall comply with applicable federal, state, and local rules and regulations governing lead-containing materials.
 - F. Storage or sale (except for recycling) of removed items or materials on site is not permitted.
 - G. Landfill Records: Indicate receipt and acceptance of wastes by a landfill facility licensed to accept hazardous wastes.
- 1.7 Coordination
- A. Arrange demolition schedule so as to coordinate with non-hazardous and hazardous waste material removal operations.
- 1.8 Permitting
- A. The contractor is responsible for providing all federal, state, and local permitting requirements.

PART 2 – PRODUCTS

2.1 Soil Materials

- A. The use of soil backfill as part of the demolition activities is anticipated.
- B. Provide borrow soil materials when sufficient satisfactory soil materials are not available on site.
- C. Borrow soil materials must be demonstrated by laboratory analysis to meet the PADEP Management of Fill Policy (Document Number: 258-2182-773; August 07, 2010).

PART 3 – EXECUTION

3.1 Examination

- A. Survey existing conditions and correlate with requirements indicated to determine extent of building demolition required.

- B. Inventory and record the condition of items to be removed and salvaged.
- C. When unanticipated mechanical, electrical, or structural elements are encountered, investigate and measure the nature and extent of the element. Promptly submit a written report to Owner.
- D. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.
- E. Verify that hazardous materials have been removed before proceeding with building demolition operations.

3.2 Preparation

- A. Refrigerant: Any devices that contain refrigerant will be removed before start of building demolition.
- B. Existing Utilities: Locate, identify, disconnect, and remove laterals off indicated utilities serving buildings and structures to be demolished.
 - 1. Arrange to shut off utilities with Owner's Representative.
- C. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of demolition.

3.3 Protection

- A. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during demolition.
- B. Existing Utilities: Maintain utility services indicated to remain and protect them against damage during demolition operations.
- C. Temporary Protection: Temporary protection includes, but is not limited to, the following:
 - 1. Erect temporary site enclosure fence complying with Division 1 Section "Temporary Facilities and Controls."
 - 2. Protect existing site improvements and appurtenances.
 - 3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 4. Provide protection to ensure safe passage of people around building demolition area.

5. Limit dust and dirt migration and separate fumes and noise from occupied portions of adjacent buildings.
6. Erosion and Sedimentation Controls must be in place.

3.4 Demolition, General

- A. General: Demolish indicated existing structure and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
 1. Do not use cutting torches until work area is cleared of flammable materials. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 2. Maintain adequate ventilation when using cutting torches.
 3. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Engineering Surveys: Perform surveys as the Work progresses to detect hazards that may result from building demolition activities.
- C. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner's Representative and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
 3. The Contractor shall conduct all of its operations so as to prevent the raising of excessive dust and dirt. During the demolition operations, the work shall be kept thoroughly wetted down.
 4. The Contractor shall, at its own cost and expenses, provide water lines for this purpose and it shall furnish all connections that may be required.
 5. The Contractor shall advise the Land Bank how it proposes to keep the work property wetted down and the Contractor shall receive approval of its proposal in the regard from the Land Bank before proceeding with the demolition work. Upon completion of the work all temporary water lines installed by the Contractor shall be removed by the Contractor at its own cost and expense.

6. At a minimum, the Contractor is required to use two hoses for wetting during the demolition operations with one hose directed at the point of demolition and directed below the point of demolition where the debris hits the ground. The Contractor will be responsible for providing additional hoses as may be required to sufficiently mitigate dust emissions.
 7. The Contractor must use the excavator to punch two holes near opposite ends of the roof, and workers must direct water into the roof openings for a period of no less than five minutes per opening.
 8. During high wind (above 20 mph), the Contractor must limit the work to those demolition activities that generate limited dust.
 9. Exceptions to the Wetting Requirement
 - a. Precipitation. The Contractor may reduce the frequency and duration of wetting in the event of precipitation and minimal fugitive dust emissions. Precipitation does not absolve the Contractor of compliance with requirements to limit dust.
 - b. Sub-Freezing Temperatures. The Contractor may reduce the frequency and duration of wetting in the event of temperatures below 20 degrees Fahrenheit and minimal fugitive dust emissions. The Contractor is responsible for de-icing any ice on sidewalk, road and other public property that is caused by their activities.
 10. If the Contractor receives a complaint of fugitive dust, the Contractor must immediately cease demolition or debris removal activities and re-wet the structure and/or building materials and components prior to resuming demolition or debris removal.
 11. The Contractor must ensure that the use of water does not create a hazardous or an objectionable condition on or around the work site. This includes but not limited to pooling, ponding, flooding, icing, erosion, or settling of dust on the work site or adjacent properties.
- D. Buildings to be demolished will be vacated and their use discontinued before start of Work.
- E. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- F. The Contractor is responsible for providing erosion and sedimentation control measures within compliance to state and local agencies, this shall include, but not be limited to:
1. Provide permits, drawings, and state and local approval.

3.5 Demolition by Mechanical Means

- A. Remove all loose building contents, including appliances and furniture, before demolition.
- B. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- C. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- D. Concrete: Cut concrete full depth at junctures with construction indicated to remain, using power-driven saw, then remove concrete between saw cuts.
- E. Masonry: Cut masonry at junctures with construction indicated to remain, using power-driven saw, then remove masonry between saw cuts.
- F. Existing Utilities: Disconnect, cut, and remove laterals at property lines, unless otherwise indicated. Remove disconnected utilities and utility structures. Excavate and remove disconnected below-grade utilities and below-grade utility structures.

3.6 Demolition by Implosion

- A. **Demolition by this method is not permitted.**

3.7 Repairs

- A. General: Promptly repair damage to adjacent construction caused by building demolition operations.

3.8 Disposal of Demolished Materials

- A. General: Remove demolished materials from Project site and legally dispose them in a U.S. EPA-approved landfill.
 - 1. Do not allow demolished materials to accumulate on site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.

3.9 Site Restoration

- A. Below-Grade Areas: Rough grade below-grade areas ready for further excavation or new construction.
- B. Below-Grade Areas: In order to prevent a safety hazard and/or damage to adjoining property or infrastructure, contractor shall fill below-grade areas and voids resulting from

building demolition operations with satisfactory soil materials according to backfill requirements.

- C. In the event that pre-testing of the property indicates the presence of lead in the soil exceeding 500 parts per million MSC (medium-specific concentration) (the PADEP guideline for residential soil lead levels), the top 4 inches of fill must be cultivated topsoil. The Contractor must rake the surface and remove all stones over 1 inch in diameter, rubbish, and debris.
 - 1. Site Grading: Contractor to utilize top soil for the final 4-inches on the front yard only at 1121 North Avenue. Final grade should match surrounding elevations.
- D. In all instances, the Contractor shall seed the surface of the ground of all disturbed areas and backfilled portions on each parcel with a fresh, clean new crop lawn seed of “NO MOW” lawn seed, which must be applied in accordance with the manufacturer’s specifications. Leveling of the site and seeding shall be completed immediately after demolition of the structures unless an alternate schedule is approved by the Owner and/or municipality. All areas disturbed during demolition shall be seeded.
- E. Contractor must demonstrate that the site has been watered within 7 (seven) days of the seeding date sufficient to allow for seed germination. Contractors are encouraged to use weather forecasts to plan seeding that takes advantage of natural rainfall to germinate seed. Contractors are responsible for watering the site if there is no rainfall sufficient for germination in the 7 days after seeding.
- F. The Contractor shall apply straw or hay mulch to the seeded areas after placement of the seed. Mulch shall be sufficient to cover the entire seeded area.
- G. All streets and sidewalks are required to be swept clean of all garbage, debris, dirt and organic materials. Streets and sidewalks are required to be washed down with water to remove all evidence of dirt, earth, and patterns left by equipment tires, tracks, or any other practice that leaves evidence in dirt or earth particles. If the trail of dirt spans the entire block, the contractor is responsible for remediation of the entire block.

PART 2 – LEAD BASED PAINTS

- A. All supervisors and demolition license holders must have completed the OSHA Lead Awareness Training for Construction within the last twelve months, which is available as online training for a modest fee. All activities by the Contractor and its employees during the demolition process must comply with CFR 1926.62, Lead Exposure in Construction.

A trained supervisor/staff member is to be on-site in the lead specific work area to ensure compliance.

Lead paint is either known or assumed to exist on the building’s components. It is the intent of these Project Documents to include the Lead Hazard Control (which includes abatement and interim-control techniques) of all specified components that contain lead paint. Nothing shall be charged back to the Client for the Contractor’s failure to include removal and disposal of all items under the Bid Form. It shall be incumbent upon the Contractor to visit the Site and determine existing conditions and what will be required to

accomplish the Work intended by the Project Documents. No increase in the Contract Amount will be permitted as a result of the Contractor's failure to accomplish any or all of the above requirements.

- B. The Contractor must distribute notice to all residents/organizations on properties that either adjoin the property containing the structure targeted for demolition or are within two hundred (200) feet of the structure targeted for demolition and to make a reasonable and good faith effort to conduct door-to-door notification; both activities must be conducted no less than seventy-two (72) hours prior to the start of demolition activities. The notice must be in the form of door hangers, flyers, or other items suitable for distribution and must include: intent to demolish, date work will begin, name of the contractor performing the demolition, and contact information for the contractor in case of emergency, as well as recommended safety information for surrounding properties.

The contractor must place lawn signs outside of the structure proving notice of the demolition as per the following: one (1) on front lot line of the property facing the street, and one (1) at each of the lot lines on either side of the front yard facing the adjacent properties. The signs must be placed no less than five (5) days before work begins, but no more than ten (10) days ahead.

If either of the properties immediately adjacent to the demolition site have an occupied structure with an open window(s) on the first floor facing the demolition site, the Contractor should contact the adjacent property owner(s) and request that the window(s) be closed. Contractor should note any and all communications, or lack thereof, with adjacent property owners and provided that information to the Land Bank, as soon as possible.

The Contractor must make a reasonable and good faith effort to politely request any children appearing under the age of twelve (12) who are outside on the block during demolition to go inside. If any child refuses to go inside after one request, the Contractor must note this and provide notice to the Tri-COG Land Bank after the completion of demolition.

PART 3 – SELECTIVE PRE-DEMOLITION DECONSTRUCTION

- A. Since the property to be demolished was constructed prior to 1978, lead testing was conducted throughout the structure prior to demolition to determine the presence and location of any lead-based paint.

Since lead-based paint was found, selective deconstruction of the painted components will be required by the Contractor prior to demolition.

Selective deconstruction requires the Contractor to remove all items where the presence of lead-based paint was confirmed per the lead test report, including, but not limited to: windows and casings, doors and casings, baseboards, crown moldings, chair rails, banisters, stair treads and risers, and porch railings.

1. The lead test report is included in the document and will be considered a comprehensive list of all components on the property containing lead-based paint,

and therefore, all components that must be deconstructed. These components specifically include the following items:

Read #	Result	RTA Present	Room -->RoomChoice	Structure	-->Member	Substrate	Wall	Lead (mg/cm ²)	Mode
7	Positive	Off	1st Floor Entry	Front Door	Trim	Wood	A	13.5 mg/cm ²	Action Level
18	Positive	Off	1st Floor Entry	Stairs	Riser	Wood	C	3.2 mg/cm ²	Action Level
19	Positive	Off	1st Floor Entry	Stairway Wall	Baseboard	Wood	B	12.1 mg/cm ²	Action Level
26	Positive	Off	1st Floor Kitchen	Door to Basement	Door	Wood	A	11.9 mg/cm ²	Action Level
27	Positive	Off	1st Floor Kitchen	Door to Basement	Trim	Wood	A	10.8 mg/cm ²	Action Level
30	Positive	Off	2nd Floor Back Bedroom	Door	Trim	Wood	C	7.3 mg/cm ²	Action Level
31	Positive	Off	2nd Floor Back Bedroom	Door	Door	Wood	C	12.6 mg/cm ²	Action Level
32	Positive	Off	2nd Floor Front Bedroom	Door	Trim	Wood	D	11.7 mg/cm ²	Action Level
33	Positive	Off	2nd Floor Front Bedroom	Door	Door	Wood	D	10.1 mg/cm ²	Action Level
44	Positive	Off	3rd Floor Stairway	Window	Sill	Wood	B	4.6 mg/cm ²	Action Level
45	Positive	Off	Exterior Front Porch	Wall	Siding	Metal	A	4.4 mg/cm ²	Action Level
46	Positive	Off	Exterior Left Side	Wall	Siding	Metal	B	10.3 mg/cm ²	Action Level

----- END OF READINGS -----

All such components removed from the unit will be wrapped in 6-mil. plastic, sealed with duct tape, and placed in a covered dumpster.

Contractors must deconstruct by hand all painted exterior non-structural surfaces and all layers of siding that have been found to contain lead-based paint per the lead test report. In the case of the Property, this is specifically shown in the table above as exterior front porch wall siding and exterior left side wall siding.

Additionally, the contractor must place plastic sheeting around the structure, extending at lead ten (10) feet from its perimeter. All exterior materials removed from the structure must be placed in covered dumpsters.

Applicants may request an exemption from these requirements if the structure is unsafe or otherwise hazardous to human life.

PART 4 – ASBESTOS ABATEMENT (IF APPLICABLE)

A. PROJECT CONTROL

The Owner's Representative shall at all times have access to the work during its progress and shall be furnished with every reasonable facility for ascertaining that the work is proceeding in accordance with the requirements and intentions of the Contract Specifications. All work will be subject to the inspection and approval of the Owner's Representative. If at any time, the Owner's Representative decides that work practices are in violation of pertinent regulations or are endangering workers, he/she shall immediately instruct the on-site Contractor representative/foreman to cease operations until corrective action is taken and verify the order in writing.

B. GENERAL REQUIREMENTS

The ACM Work shall be performed and completed in strict accordance with all applicable federal, state, and local laws, regulations, standards, and codes in effect as of the date of the contract governing ACM abatement and any other trade work done in conjunction with the abatement. Specifically, the contractor shall perform to the

requirements for ACM abatement of the U.S. EPA, Pennsylvania Department of Environmental Protection, and the Allegheny County Health Department. Where conflicts among such requirements and with this SOW exist, the most stringent requirements shall be utilized. Where specific regulations do not address actual abatement circumstances, federal, state, or local laws, guidelines, good engineering practice, and recommendations of Owner shall be followed. The contractor shall maintain copies of all laws, standards, regulations, codes, and other applicable documents.

ATTACHMENT 3

**BID DOCUMENTS
FOR**

**DEMOLITION OF 1121 NORTH AVENUE
TRI-COG LAND BANK SPECIFICATION NO. 1121 NORTH AVENUE - 02**

ASBESTOS/HAZARDOUS MATERIALS SURVEYS



November 8, 2019

Ms. An Lewis
Tri-COG Land Bank
1705 Maple Street, Suite 100
Homestead, PA 15120

Re: ACM Results
1121 North Avenue
Millvale, Pennsylvania

Dear Ms. Lewis:

At the request of the Tri-COG Land Bank (Tri-COG), KU Resources, Inc. (KU Resources) conducted an Asbestos-Containing Material (ACM) survey of the structure located at 1121 North Avenue, Millvale, Allegheny County, Pennsylvania.

The collection of suspect materials was performed by a Pennsylvania licensed building inspector (Mr. James Smith #04776) using industry standard sampling protocols and following the U.S. EPA's National Emission Standards for Hazardous Air Pollutants-recommended procedure 40 Code of Federal Regulations (CFR) 61, Subpart M. The analysis for the suspect materials was conducted using U.S. EPA Method 40 CFR Chapter I (1-1-87 Edition) protocols. Under current U.S. EPA regulations, materials containing more than 1 percent of asbestos are considered ACM and are, therefore, subject to a variety of local, state, and federal regulations.

Twenty-five bulk samples were collected. The samples were analyzed by AGX, Inc. (AGX). AGX is accredited by the National Voluntary Laboratory Program. The samples were analyzed using Polarized Light Microscopy with dispersion staining. Any materials that tested less than 10% total asbestos were verified via point counting.

Based on the analytical results furnished by AGX, the samples submitted did not contain ACM. Copies of the analytical results are also enclosed.

If you have any questions, please contact me at rdowling@kuresources.com or 412-469-9331, ext. 72.

Respectfully submitted,

M. Ryan Dowling
Project Manager

RD:cak

Enclosures

REPORT OF BULK SAMPLE ANALYSIS

Report To: KU Resources, Inc.
22 South Linden Street
Duquesne, PA 15110

Attention: Mr. Ken Krupowicz

Project: 1121 North Ave.

Lab No: 1908172
Customer Code: KUR
Customer No: Verbal
Sampled by: Customer
Date Received: August 19, 2019
Date Analyzed: August 19, 2019
Date Reported: August 20, 2019

Sample I.D.	691539	691540	691541
Customer I.D. Sample Description:	TCLB-CP-01 Ceiling Plaster 1st Floor Throughout	TCLB-CP-02 Ceiling Plaster 1st Floor Throughout	TCLB-CP-03 Ceiling Plaster 2nd Floor Throughout
Is It Homogeneous?	No	No	No
Does It Contain Layers?	Yes	Yes	Yes
Is the Sample Fibrous?	Yes	Yes	Yes
Sample Color:	Gray	Gray	White/Gray
Does the Sample Contain Asbestos Fibers?	No	No	No
Asbestos Type Present: (Type and Percent)	None	None	None
Total Percent Asbestos:	0%	0%	0%
Other Fibrous Materials (Type and Percent)	Cellulose <1% Organic 3-4%	Cellulose <1% Organic 3-4%	Cellulose <1% Organic 2-3%
Nonfibrous Constituents	Not Analyzed	Not Analyzed	Not Analyzed

Sample analyzed according to App.E to Sub.E of 40 CFR Part 763 and EPA/600/R-93/116. Results are reported as estimates of percent area, subject to variability and are specific for material analyzed. Reports cannot be duplicated, except in full, without written consent of AGX, Inc. Reports may not be altered by customer. AGX, Inc. is Accredited by the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program for selected test methods for analysis of bulk samples by Polarized Light Microscopy. NVLAP LAB CODE: 101578-0. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Results reported herein relate only to the samples tested and identified above. Polarized Light Microscopy may not be consistently reliable in the detection of asbestos in tightly organically bound materials.

The EPA recommends that these samples, found to contain no asbestos by PLM, be re-analyzed by Quantitative Transmission Electron Microscopy. Estimation of uncertainty of measurement data for samples with >1.0% asbestos concentration can be provided upon request.

Reviewed and
Approved By: _____

AGX, Inc. Daniel Winkle
Laboratory Manager

Analyzed By: _____

AGX, Inc. Gary Landini
Analyst

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Sample I.D.	691542	691543	691544
Customer I.D. Sample Description:	TCLB-CP-04 Ceiling Plaster 3rd Floor Throughout	TCLB-FT-01 9x9 Floor Tile and Mastic 1st Floor Livingroom	TCLB-FT-02 9x9 Floor Tile and Mastic 1st Floor Livingroom
Is It Homogeneous?	No	No	No
Does It Contain Layers?	Yes	Yes	Yes
Is the Sample Fibrous?	Yes	No	No
Sample Color:	White/Gray	Tan	Tan
Does the Sample Contain Asbestos Fibers?	No	No	No
Asbestos Type Present: (Type and Percent)	None	None in tile None in mastic	None in tile None in mastic
Total Percent Asbestos:	0%	0%	0%
Other Fibrous Materials (Type and Percent)	Cellulose <1% Organic 3-4%	Cellulose <1%	None
Nonfibrous Constituents	Not Analyzed	Not Analyzed	Not Analyzed

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Analyzed By: _____

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Sample I.D.	691545	691546	691547
Customer I.D. Sample Description:	TCLB-FT-03 12x12 Floor Tile and Glue 1st Floor Kitchen	TCLB-FT-04 12x12 Floor Tile and Glue 1st Floor Kitchen	TCLB-FT-05 9x9 Floor Tile and Mastic 2nd Floor Bathroom
Is It Homogeneous?	No	No	No
Does It Contain Layers?	Yes	Yes	Yes
Is the Sample Fibrous?	No	No	No
Sample Color:	Black/White/Tan	Black/White/Tan	Brown/Black
Does the Sample Contain Asbestos Fibers?	No	No	No
Asbestos Type Present: (Type and Percent)	None in tile None in glue	None in tile None in glue	None in tile None in mastic
Total Percent Asbestos:	0%	0%	0%
Other Fibrous Materials (Type and Percent)	Cellulose 1-2%	Cellulose 1-2%	Cellulose <1%
Nonfibrous Constituents	Not Analyzed	Not Analyzed	Not Analyzed

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Sample I.D.	691548	691549	691550
Customer I.D. Sample Description:	TCLB-FT-06 9x9 Floor Tile and Mastic 2nd Floor Bathroom	TCLB-FT-07 12x12 Floor Tile and Mastic 2nd Floor Hallway	TCLB-FT-08 12x12 Floor Tile and Mastic 2nd Floor Hallway
Is It Homogeneous?	No	No	No
Does It Contain Layers?	Yes	Yes	Yes
Is the Sample Fibrous?	No	No	No
Sample Color:	Brown/Black	Blue/Tan	Blue/Tan
Does the Sample Contain Asbestos Fibers?	No	No	No
Asbestos Type Present: (Type and Percent)	None in tile None in mastic	None in tile None in mastic	None in tile None in mastic
Total Percent Asbestos:	0%	0%	0%
Other Fibrous Materials (Type and Percent)	Cellulose <1%	Cellulose 1-2%	Cellulose 1-2%
Nonfibrous Constituents	Not Analyzed	Not Analyzed	Not Analyzed

Sample analyzed according to App.E to Sub.E of 40 CFR Part 763 and EPA/600/R-93/116. Results are reported as estimates of percent area, subject to variability and are specific for material analyzed. Reports cannot be duplicated, except in full, without written consent of AGX, Inc. Reports may not be altered by customer. AGX, Inc. is Accredited by the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program for selected test methods for analysis of bulk samples by Polarized Light Microscopy. NVLAP LAB CODE: 101578-0. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Results reported herein relate only to the samples tested and identified above. Polarized Light Microscopy may not be consistently reliable in the detection of asbestos in tightly organically bound materials.

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Lab No: 1908172
Customer Code: KUR
Customer No: Verbal
Sampled by: Customer
Date Received: August 19, 2019
Date Analyzed: August 20, 2019
Date Reported: August 20, 2019

Sample I.D.	691551	691552	691553
Customer I.D. Sample Description:	TCLB-FT-09 12x12 Floor Tile and Mastic 2nd Floor Hallway	TCLB-FT-10 12x12 Floor Tile and Mastic 2nd Floor Hallway	TCLB-RF-01 Roof Shingles with Tar Exterior Roof
Is It Homogeneous?	No	No	No
Does It Contain Layers?	Yes	Yes	Yes
Is the Sample Fibrous?	No	No	Yes
Sample Color:	Red/Tan	Red/Tan	Green/Black
Does the Sample Contain Asbestos Fibers?	No	No	No
Asbestos Type Present: (Type and Percent)	None in tile None in mastic	None in tile None in mastic	None
Total Percent Asbestos:	0%	0%	0%
Other Fibrous Materials (Type and Percent)	Cellulose <1%	Cellulose <1%	Fibrous Glass 17-18% Cellulose 1-2%
Nonfibrous Constituents	Not Analyzed	Not Analyzed	Not Analyzed

Sample analyzed according to App.E to Sub.E of 40 CFR Part 763 and EPA/600/R-93/116. Results are reported as estimates of percent area, subject to variability and are specific for material analyzed. Reports cannot be duplicated, except in full, without written consent of AGX, Inc. Reports may not be altered by customer. AGX, Inc. is Accredited by the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program for selected test methods for analysis of bulk samples by Polarized Light Microscopy. NVLAP LAB CODE: 101578-0. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Results reported herein relate only to the samples tested and identified above. Polarized Light Microscopy may not be consistently reliable in the detection of asbestos in tightly organically bound materials.

The EPA recommends that these samples, found to contain no asbestos by PLM, be re-analyzed by Quantitative Transmission Electron Microscopy. Estimation of uncertainty of measurement data for samples with >1.0% asbestos concentration can be provided upon request.

Reviewed and
Approved By: _____

AGX, Inc. Daniel Winkle
Laboratory Manager

Analyzed By: _____

AGX, Inc. Gary Landini
Analyst

REPORT OF BULK SAMPLE ANALYSIS

Report To: KU Resources, Inc.
22 South Linden Street
Duquesne, PA 15110

Attention: Mr. Ken Krupowicz

Project: 1121 North Ave.

Lab No: 1908172
Customer Code: KUR
Customer No: Verbal
Sampled by: Customer
Date Received: August 19, 2019
Date Analyzed: August 20, 2019
Date Reported: August 20, 2019

Sample I.D.	691554	691555	691556
Customer I.D. Sample Description:	TCLB-RF-02 Roofing Shingles with Tar Exterior Roof	TCLB-WC-01 Window Caulking Exterior Window	TCLB-WP-01 Wall Materials 1st Floor Throughout
Is It Homogeneous?	No	Yes	No
Does It Contain Layers?	Yes	No	Yes
Is the Sample Fibrous?	Yes	No	Yes
Sample Color:	Green/Black	White	White/Gray
Does the Sample Contain Asbestos Fibers?	No	No	No
Asbestos Type Present: (Type and Percent)	None	None	None
Total Percent Asbestos:	0%	0%	0%
Other Fibrous Materials (Type and Percent)	Fibrous Glass 17-18% Cellulose 1-2%	None	Cellulose 15-16% Organic 2-3%
Nonfibrous Constituents	Not Analyzed	Not Analyzed	Not Analyzed

Sample analyzed according to App.E to Sub.E of 40 CFR Part 763 and EPA/600/R-93/116. Results are reported as estimates of percent area, subject to variability and are specific for material analyzed. Reports cannot be duplicated, except in full, without written consent of AGX, Inc. Reports may not be altered by customer. AGX, Inc. is Accredited by the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program for selected test methods for analysis of bulk samples by Polarized Light Microscopy. NVLAP LAB CODE: 101578-0. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Results reported herein relate only to the samples tested and identified above. Polarized Light Microscopy may not be consistently reliable in the detection of asbestos in tightly organically bound materials.

The EPA recommends that these samples, found to contain no asbestos by PLM, be re-analyzed by Quantitative Transmission Electron Microscopy. Estimation of uncertainty of measurement data for samples with >1.0% asbestos concentration can be provided upon request.

Reviewed and
Approved By: _____

AGX, Inc. Daniel Winkle
Laboratory Manager

Analyzed By: _____

AGX, Inc. Gary Landini
Analyst

REPORT OF BULK SAMPLE ANALYSIS

Report To: KU Resources, Inc.
22 South Linden Street
Duquesne, PA 15110

Attention: Mr. Ken Krupowicz

Project: 1121 North Ave.

Lab No: 1908172
Customer Code: KUR
Customer No: Verbal
Sampled by: Customer
Date Received: August 19, 2019
Date Analyzed: August 20, 2019
Date Reported: August 20, 2019

Sample I.D.	691557	691558	691559
Customer I.D. Sample Description:	TCLB-WP-02 Wall Materials 1st Floor Throughout	TCLB-WC-02 Window Caulking Exterior Window	TCLB-WP-03 Wall Materials 1st Floor Throughout
Is It Homogeneous?	No	Yes	No
Does It Contain Layers?	Yes	No	Yes
Is the Sample Fibrous?	Yes	No	Yes
Sample Color:	White/Gray/Tan	White	White/Gray
Does the Sample Contain Asbestos Fibers?	No	No	No
Asbestos Type Present: (Type and Percent)	None	None	None
Total Percent Asbestos:	0%	0%	0%
Other Fibrous Materials (Type and Percent)	Cellulose 9-10% Organic 2-3%	None	Cellulose 4-5% Organic 2-3%
Nonfibrous Constituents	Not Analyzed	Not Analyzed	Not Analyzed

Sample analyzed according to App.E to Sub.E of 40 CFR Part 763 and EPA/600/R-93/116. Results are reported as estimates of percent area, subject to variability and are specific for material analyzed. Reports cannot be duplicated, except in full, without written consent of AGX, Inc. Reports may not be altered by customer. AGX, Inc. is Accredited by the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program for selected test methods for analysis of bulk samples by Polarized Light Microscopy. NVLAP LAB CODE: 101578-0. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Results reported herein relate only to the samples tested and identified above. Polarized Light Microscopy may not be consistently reliable in the detection of asbestos in tightly organically bound materials.

The EPA recommends that these samples, found to contain no asbestos by PLM, be re-analyzed by Quantitative Transmission Electron Microscopy. Estimation of uncertainty of measurement data for samples with >1.0% asbestos concentration can be provided upon request.

Reviewed and
Approved By: _____

AGX, Inc. Daniel Winkle
Laboratory Manager

Analyzed By: _____

AGX, Inc. Gary Landini
Analyst

REPORT OF BULK SAMPLE ANALYSIS

Report To: KU Resources, Inc.
22 South Linden Street
Duquesne, PA 15110

Attention: Mr. Ken Krupowicz

Project: 1121 North Ave.

Lab No: 1908172
Customer Code: KUR
Customer No: Verbal
Sampled by: Customer
Date Received: August 19, 2019
Date Analyzed: August 20, 2019
Date Reported: August 20, 2019

Sample I.D.	691560	691561	691562
Customer I.D. Sample Description:	TCLB-WP-04 Wall Plaster 2nd Floor Throughout	TCLB-WP-05 Wall Plaster 2nd Floor Throughout	TCLB-WP-06 Wall Plaster 3rd Floor Throughout
Is It Homogeneous?	No	No	No
Does It Contain Layers?	Yes	Yes	Yes
Is the Sample Fibrous?	Yes	Yes	Yes
Sample Color:	White/Tan/Gray	White/Gray/Tan	White/Gray
Does the Sample Contain Asbestos Fibers?	No	No	No
Asbestos Type Present: (Type and Percent)	None	None	None
Total Percent Asbestos:	0%	0%	0%
Other Fibrous Materials (Type and Percent)	Cellulose 17-18% Organic 2-3%	Cellulose 15-16% Organic 2-3%	Cellulose 8-9% Organic 2-3%
Nonfibrous Constituents	Not Analyzed	Not Analyzed	Not Analyzed

Sample analyzed according to App.E to Sub.E of 40 CFR Part 763 and EPA/600/R-93/116. Results are reported as estimates of percent area, subject to variability and are specific for material analyzed. Reports cannot be duplicated, except in full, without written consent of AGX, Inc. Reports may not be altered by customer. AGX, Inc. is Accredited by the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program for selected test methods for analysis of bulk samples by Polarized Light Microscopy. NVLAP LAB CODE: 101578-0. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Results reported herein relate only to the samples tested and identified above. Polarized Light Microscopy may not be consistently reliable in the detection of asbestos in tightly organically bound materials.

The EPA recommends that these samples, found to contain no asbestos by PLM, be re-analyzed by Quantitative Transmission Electron Microscopy. Estimation of uncertainty of measurement data for samples with >1.0% asbestos concentration can be provided upon request.

Reviewed and
Approved By: _____

AGX, Inc. Daniel Winkle
Laboratory Manager

Analyzed By: _____

AGX, Inc. Gary Landini
Analyst

REPORT OF BULK SAMPLE ANALYSIS

Report To: KU Resources, Inc.
22 South Linden Street
Duquesne, PA 15110

Attention: Mr. Ken Krupowicz

Project: 1121 North Ave.

Lab No: 1908172
Customer Code: KUR
Customer No: Verbal
Sampled by: Customer
Date Received: August 19, 2019
Date Analyzed: August 20, 2019
Date Reported: August 20, 2019

Sample I.D.	691563		
Customer I.D. Sample Description:	TCLB-WP-07 Wall Plaster 3rd Floor Throughout		
Is It Homogeneous?	No		
Does It Contain Layers?	Yes		
Is the Sample Fibrous?	Yes		
Sample Color:	White/Gray		
Does the Sample Contain Asbestos Fibers?	No		
Asbestos Type Present: (Type and Percent)	None		
Total Percent Asbestos:	0%		
Other Fibrous Materials (Type and Percent)	Cellulose 5-6% Organic 2-3%		
Nonfibrous Constituents	Not Analyzed		

Sample analyzed according to App.E to Sub.E of 40 CFR Part 763 and EPA/600/R-93/116. Results are reported as estimates of percent area, subject to variability and are specific for material analyzed. Reports cannot be duplicated, except in full, without written consent of AGX, Inc. Reports may not be altered by customer. AGX, Inc. is Accredited by the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program for selected test methods for analysis of bulk samples by Polarized Light Microscopy. NVLAP LAB CODE: 101578-0. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. Results reported herein relate only to the samples tested and identified above. Polarized Light Microscopy may not be consistently reliable in the detection of asbestos in tightly organically bound materials.

The EPA recommends that these samples, found to contain no asbestos by PLM, be re-analyzed by Quantitative Transmission Electron Microscopy. Estimation of uncertainty of measurement data for samples with >1.0% asbestos concentration can be provided upon request.

Reviewed and
Approved By: _____

AGX, Inc. Daniel Winkle
Laboratory Manager

Analyzed By: _____

AGX, Inc. Gary Landini
Analyst

**EMSL Analytical, Inc.**

200 Route 130 North, Cinnaminson, NJ 08077

Phone/Fax: (856) 303-2500 / (856) 786-5974

<http://www.EMSL.com>cinnaminsonleadlab@emsl.com

EMSL Order: 201908109

CustomerID: CVCN42

CustomerPO:

ProjectID:

Attn: **Virginia McGrath**
Conservation Consultants, Inc.
64 South 14th Street
Pittsburgh, PA 15203

Phone: (412) 431-4449
Fax:
Received: 08/05/19 10:00 AM
Collected: 8/1/2019

Project: 1121 North Ave Soil Test

Test Report: Lead in Soils by Flame AAS (SW 846 3050B/7000B)*

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Weight</i>	<i>Lead Concentration</i>
1	201908109-0001	8/1/2019	8/7/2019	0.5013 g	1500 mg/Kg
Site: Sample 1 - Front Center					
2	201908109-0002	8/1/2019	8/7/2019	0.5138 g	310 mg/Kg
Site: Sample 2 - Front Left					
3	201908109-0003	8/1/2019	8/7/2019	0.5005 g	390 mg/Kg
Site: Sample 3 - Back Center					

Phillip Worby, Lead Laboratory Manager
or other approved signatory

*Analysis following Lead in Soil/Solids by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 40 mg/kg based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. Results reported based on dry weight. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NELAP Certifications: NJ 03036, NY 10872, PA 68-00367, AIHA-LAP, LLC ELLAP 100194, A2LA 2845.01

Initial report from 08/07/2019 17:12:27



1121 North Ave Report

Conservation Consultant's Inc
64 South 14th Street
Pittsburgh, PA 15203

INSPECTION DATE: 8/1/2019 - 8/1/2019

REPORT NUMBER: 1121NorthDemo

INSTRUMENT TYPE: Heuresis Corp.
Pb200i XRF Lead Paint Analyzer
1009

ACTION LEVEL: 1.0 mg/cm²

STATEMENT: Wall locations in report: A = Front of House, B = Left Side from Front, C = Back of House, D = Right Side from Front. Lead paint was found on some of the wood painted surfaces in the home as well as the exterior siding. See report for further detail.

1121 North Ave Report

Inspection Date: 8/1/2019 - 8/1/2019
 Action Level: 1.0 mg/cm²
 Report Number: 1121NorthDemo
 Total Readings: 12
 Unit Started: 08/01/2019 10:29:06
 Unit Ended: 08/01/2019 11:04:01

Inspection Site: 1121 North Avenue
 Millvale, PA 15209

Read #	Result	RTA Present	Room -->RoomChoice	Structure	-->Member	Substrate	Wall	Lead (mg/cm ²)	Mode
7	Positive	Off	1st Floor Entry	Front Door	Trim	Wood	A	13.5 mg/cm ²	Action Level
18	Positive	Off	1st Floor Entry	Stairs	Riser	Wood	C	3.2 mg/cm ²	Action Level
19	Positive	Off	1st Floor Entry	Stairway Wall	Baseboard	Wood	B	12.1 mg/cm ²	Action Level
26	Positive	Off	1st Floor Kitchen	Door to Basement	Door	Wood	A	11.9 mg/cm ²	Action Level
27	Positive	Off	1st Floor Kitchen	Door to Basement	Trim	Wood	A	10.8 mg/cm ²	Action Level
30	Positive	Off	2nd Floor Back Bedroom	Door	Trim	Wood	C	7.3 mg/cm ²	Action Level
31	Positive	Off	2nd Floor Back Bedroom	Door	Door	Wood	C	12.6 mg/cm ²	Action Level
32	Positive	Off	2nd Floor Front Bedroom	Door	Trim	Wood	D	11.7 mg/cm ²	Action Level
33	Positive	Off	2nd Floor Front Bedroom	Door	Door	Wood	D	10.1 mg/cm ²	Action Level
44	Positive	Off	3rd Floor Stairway	Window	Sill	Wood	B	4.6 mg/cm ²	Action Level
45	Positive	Off	Exterior Front Porch	Wall	Siding	Metal	A	4.4 mg/cm ²	Action Level
46	Positive	Off	Exterior Left Side	Wall	Siding	Metal	B	10.3 mg/cm ²	Action Level

----- END OF READINGS -----

BIDDER'S TECHNICAL RESPONSE

1. **WORK PLAN:** Please detail below the procedures that the bidder proposes to use in the performance of the work described in this RFB. The work plan should state in reasonable detail the methods and equipment the bidder will employ on the project, a list of proposed subcontractors, a reasonably detailed description of such proposed subcontractors' qualifications and experience on projects of the type described in this RFB and the names, addresses, and phone numbers of at least three (3) references for each such subcontractor.

[illegible]

CONTRACTOR QUALIFICATION QUESTIONNAIRE

Date:_____

1. GENERAL INFORMATION

Name:_____

Address:_____

City:_____ State:_____ Zip Code:_____

Telephone No.: () _____

Fax No.: () _____

Contacts: No. 1: _____
 Telephone No.: () _____
 E-Mail: _____

 No. 2: _____
 Telephone No.: () _____
 E-Mail: _____

Are you a Certified Disadvantaged Business Enterprise? If so, check one of the following:

() MBE () WBE

Please attach copies of any available certificates.

State Sales Tax Registration No.: _____

State Unemployment Insurance No.: _____

2. TRADE AND WORK HISTORY INFORMATION

A. Describe the specific types of work that you normally contract for.

Description

B. List the trades normally performed by your own forces:

- C. On the enclosed form please list all major projects your organization has in progress giving the name of project, owner, engineer, contract amount, percentage complete, scheduled completion date, and other information as required.
- D. On the enclosed form please list all major projects your organization has completed in the past five years, of similar scope to the services described in this RFB, giving the name of project, owner, engineer, contract amount, date of completion, percentage of the cost of the work performed with your own forces, and other information as required.
- E. Have you ever defaulted on a contract awarded to you?

Yes _____

(Why, When, Name of Contact, Owner of project, Owner's contact information)

No _____

3. **ORGANIZATION INFORMATION**

- A. Structure of Company (please check one and answer applicable questions accordingly)

CORPORATION _____

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name: _____

Secretary's Name: _____

Treasurer's Name: _____

INDIVIDUAL _____

PARTNERSHIP _____

Date of Organization: _____

Name and Address of Principals (state whether general or limited partnership):

LIMITED LIABILITY COMPANY_____

Date of Formation:_____

State of Formation:_____

Manager's Name (if applicable):_____

Members' Names, addresses:

If other than a Corporation, Partnership or Limited Liability Company describe organization and name principals:

B. How many years has your organization been in business as a contractor/supplier?
Years_____

C. How many years has your organization been in business under its present business name?
Years_____

D. Under what other or former names has your organization operated?

Name_____

Years_____

E. Has your organization ever been subject to bankruptcy proceedings?

Yes_____

(Explain)_____

No_____

F. Have any officers or principals of your organization been convicted of a felony?

Yes_____

(Explain)_____

No_____

G. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate license or registration numbers, if applicable:

- H. List jurisdictions in which your organization's partnership or trade name is filed:

4. FINANCIAL INFORMATION

- A. Attach a copy of your latest audited financial statement and most recent internal balance sheet and income statement. If audited financials aren't available, please attach unaudited financial statements, balance sheets, etc.
- B. If the attached financial statement is not for the identical organization named on the first page of this Contractor Qualification Questionnaire, explain the relationship and financial responsibility of the organization whose financial statement is provided:

5. PREVAILING WAGES

- A. Has the Contractor obtained a prevailing wages determination?

Yes _____

No _____

MAJOR PROJECTS COMPLETED

Major Projects Completed by your Organization (within the last five years).

Name of Project: _____

Owner: _____

Contact: _____

Phone: _____

Location: _____

Contract Value: _____

Years Completed: _____

Description of Project: _____

Architect/Engineer: _____

Contact: _____

Phone: _____

General Contractor/Construction Manager (if applicable): _____

Contact: _____

Phone: _____

(make copies of this form for additional projects)

MAJOR PROJECTS IN PROGRESS

Major Projects In Progress

Name of Project: _____

Owner: _____

Contact: _____

Phone: _____

Location: _____

Contract Value: _____

Percent Completed: _____

Description of Project: _____

Architect/Engineer: _____

Contact: _____

Phone: _____

General Contractor/Construction Manager (if applicable): _____

Contact: _____

Phone: _____

(make copies of this form for additional projects)

CONTRACTOR QUALIFICATION

INSURANCE QUESTIONNAIRE

COMPANY NAME: _____

CONTACT (include address and telephone number): _____

1. Commercial General Liability

A) Policy Form: Occurrence _____
Claims Made _____ Tail Coverage ____ yrs.

B) Any Exclusions from Standard CGL Policy? ____ (Y/N)

If yes, list: _____

C) Limits:	<u>Current</u>	<u>Max Obtainable</u>
General Aggregate	_____	_____
Products Comp. Ops.	_____	_____
PI & AI	_____	_____
Each Occurrence	_____	_____
Fire Damage	_____	_____
Medical Expense	_____	_____

D) Insurance Carrier: _____

2. Auto Liability

A) Limits:	<u>Current</u>	<u>Max Obtainable</u>
<u>Obtainable</u>		
Combined Single Limit	_____	_____
Bodily Injury (per person)	_____	_____
Bodily Injury (per accident)	_____	_____
Property Damage	_____	_____

B) Deductible:

Comprehensive _____

Collision _____

C) Insurance Carrier: _____

3. Excess Liability

A) Policy Form: Umbrella _____ (Y/N)

If no, explain form _____

B) Limits

	<u>Current</u>	<u>Max Available</u>
Each Occurrence	_____	_____
Aggregate	_____	_____

4. Worker's Compensation and Employer's Liability

A) Limits

	<u>Current</u>
Each Accident	_____
Disease - Policy Limit	_____
Disease - Each Employee	_____

B) Insurance Carrier: _____

C) Worker's Comp. Experience Rating:	<u>Year</u>	<u>Rating</u>
	2019	_____
	2018	_____
	2017	_____
	2016	_____
	2015	_____

5. Asbestos Abatement Liability Insurance

A) Policy Form:

Endorsement to General Liability Policy _____
 Separate Insurance Policy _____
 Occurrence _____ Claims Made _____

B) Limits:

	<u>Current</u>	<u>Max Available</u>
Each Occurrence	_____	_____
Aggregate	_____	_____

C) Insurance Carrier: _____

6. Additional Information:

A) Can you name the following entities as additional insureds?

The Tri-Cog Land Bank (Property Owner)

CGL	_____	(Y/N)
Auto Liability	_____	(Y/N)
Excess Liability	_____	(Y/N)
Pollution Insurance	_____	(Y/N)

B) Is a “Project Limits Endorsement (CG2503)” available for:

CGL	_____	(Y/N)
Auto Liability	_____	(Y/N)
Excess Liability	_____	(Y/N)
Pollution Insurance	_____	(Y/N)

PROJECT SCHEDULE

The bidder should attach one or more sheets to its response setting forth a preliminary bar-chart type schedule directly relating to the work to be performed, which demonstrates the anticipated duration of each task. The preliminary schedule shall conform to the work sequence set forth in this RFB and show work duration by area and anticipated manloading for all work for which the bidder is submitting a bid.

ATTACHMENT 5

**BID DOCUMENTS
FOR
DEMOLITION OF 1121 NORTH AVENUE
TRI-COG LAND BANK SPECIFICATION NO. 1121 NORTH AVENUE - 02**

BIDDER'S PRICING RESPONSE

BID DUE DATE: Friday February 14, 2020

NAME OF BIDDER: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT PERSON: _____

The undersigned attests it has examined all bid documents as listed in the RFB, and any bid addenda issued in conjunction with same and is fully informed as to the nature of the work, and the conditions relating to its performance. The undersigned hereby proposes to execute the work called for herein relating to DEMOLITION OF 1121 NORTH AVENUE as outlined in the RFB. Work shall include the furnishing of all labor services, materials, equipment, tools, permits, sales, use taxes, and all other items necessary for the lawful, proper, and complete execution of contract in full accordance with the RFB documents, for the firm lump-sum prices listed in this bid form. These sums are subject to all terms of the contract to be executed between the Tri-Cog Land Bank and the successful bidder referenced in the RFB for this bid package.

BID FORM
BID DOCUMENTS
FOR
DEMOLITION OF 1121 NORTH AVENUE
TRI-COG LAND BANK SPECIFICATION NO. 1121 NORTH AVENUE - 02

BASE BID PRICING

Set forth below is the base scope of work for the renovations project at the property known as 1121 North Avenue located in Millvale, Pennsylvania. A brief description outlining the requirements for acceptable completion (as identified on the Contract Drawings) is shown below for the purpose of developing a conclusive proposal to Owner.

LUMP SUM BIDS

- (1) Includes entire scope of work.
- (2) Lump-sum includes sewer terminations.
- (3) Lump-sum includes all water terminations.
- (4) Lump-sum includes removal/disposal of all ACM, LBP, and other waste.
- (5) Lump-sum bid must include all tasks identified in scope of work for the entire project. Bids will not be accepted for partial bids of any one task.

BASE BID WORK:

PROPOSED COST TO OWNER TOTAL PROJECT SCOPE – LUMP SUM

LUMP-SUM DEMO – NON-LEAD SAFE
45 DAYS COMPLETION

\$ _____

ADDITIONAL LUMP-SUM COST –LEAD SAFE

\$ _____

TOTAL COST FOR DEMO OF 1121 NORTH AVENUE
45 DAYS COMPLETION

\$ _____

UNIT COST (PER TREE) – TREE REMOVAL

\$ _____

NOTES:

1.

2.

The prices reflected on this Bid Form are firm for 90 days from the final bid due date.

The undersigned attests he/she has carefully examined all bid documents referenced previously and has based all the pricing of this proposal on this fact.

This proposal is submitted in the name of: _____
(Corporation Name)

By: _____
(Signature)

Title: _____

Signed and sealed this _____ day of _____, 2020

ATTACHMENT 6
BID DOCUMENTS
FOR
DEMOLITION OF 1121 NORTH AVENUE
TRI-COG LAND BANK SPECIFICATION NO. 1121 NORTH AVENUE - 02

THIS **CONTRACTOR SERVICES AGREEMENT** (this “Agreement”) is made and entered into this ____ day of _____, 2020, by and between **TRI-COG LAND BANK**, (“Owner”), and _____ (“Contractor”).

RECITALS:

WHEREAS, Owner owns certain real property known as “1121 North Avenue” located within the Borough of Millvale, Allegheny County, Commonwealth of Pennsylvania, which such real property is more particularly depicted on **Exhibit A**, attached hereto and made a part hereof (the “Property”); and

WHEREAS, Owner wishes to demolish the existing building completely and remove all hazardous and non-hazardous materials from within the Project Limits; and

WHEREAS, Owner wishes to retain Contractor to perform lead deconstruction and demolition activities to such structure and Contractor desires to be engaged by Owner to perform such services on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definition of Terms. The following words, terms and phrases, when used in this Agreement, shall have the following meanings:

“1121 North Avenue Structure” means the building designated as such as depicted on **Exhibit A**.

“ACHD” means the Allegheny County, Pennsylvania, Health Department.

“Agreement” means this Contractor Services Agreement executed by Owner and Contractor, together with all attachments, exhibits, supplements and other documents referred to or otherwise incorporated herein, including, but not limited to, the Statement of Work. To the extent that there is a conflict between the provisions of the Statement of Work and those of this Contractor Services Agreement, this Contractor Services Agreement shall control.

“Building Section Substantial Completion” means the stage in the progress of the Work when (a) the structure located at 1121 North Avenue is demolished; and (b) all waste has been removed from the Property.

“Certificate of Substantial Completion” has the meaning ascribed to such term in Section 5.2(a) hereof.

“Contract Price” has the meaning set forth in Section 5.1 of this Agreement.

“Contract Schedule” means the order of performance of the Work and timeframes therefore as more fully set forth on Exhibit B attached hereto and made a part hereof.

“Contractor” has the meaning ascribed to such term in the Preamble to this Agreement.

“Disposal Facility” means the Permitted waste disposal facility at which the Contractor shall dispose of waste and/or environmental waste, as applicable.

“EPA” means the United States Environmental Protection Agency.

“Final Completion” means the date on which all of the Work is complete, in accordance with the requirements of this Agreement (including, but not limited to, compliance with all Governmental Requirements).

“Final Completion Certification” has the meaning ascribed to such term in Section 5.2(d) hereof.

“Governmental Requirements” means all present and future applicable federal, state, local and foreign statutes, laws, ordinances, enactments, codes, rules, regulations, standards, orders, decrees, directives, mandates, interpretations, guidance documents, policy statements, permits, licenses and other similar requirements of federal, state, local and foreign governments, courts, administrative agencies and public authorities, and any present or future amendments thereto.

“OSHA” means the U.S. Department of Labor, Occupational Safety and Health Administration.

“Owner” has the meaning ascribed to such term in the Preamble to this Agreement.

“Permit” or **“Permitted”** means written authorization, or having written authorization from the appropriate governmental entities, pursuant to or under Governmental Requirements, to operate equipment and/or a facility or to conduct an operation.

“Person” means any individual, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, governmental or quasi-governmental body or other entity.

“Property” has the meaning ascribed to such term in the Recitals to this Agreement.

“Punchlist” means a list of items to be completed as described in Section 5.2 hereof.

“Statement of Work” means the Statement of Work which is set forth on **Exhibit C** which is attached hereto and made a part hereof.

“Storage Area” has the meaning ascribed to such term in Section 4.1 of this Agreement.

“Subcontractor” means any Person having a contract, express or implied, with Contractor for any portion of the Work or who furnishes materials, labor, skill or superintendence in connection therewith, and the term **“Subcontract”** means the contract under which any such Person performs.

“Substantial Completion Date” has the meaning ascribed to such term in Section 2.3(i) of this Agreement.

“Transporter” means the Person which transports waste or environmental waste from the Site to a Disposal Facility, if applicable.

“Work” means: demolition of the structure at 1121 North Avenue, lead deconstruction of the aforementioned structure, and the disposal of all waste in accordance with all applicable regulations. All to be performed in strict accordance with the requirements of this Agreement, including, but not limited to, the Statement of Work, and the supplemental terms and conditions attached hereto as **Exhibit H** and made a part hereof.

ARTICLE II

SCOPE OF WORK; PROJECT SCHEDULE

Section 2.1. Scope of Work. (a) Contractor shall provide all labor, materials, tools, services and equipment necessary to fully and completely perform the Work, as described in this Agreement, including, but not limited to, the Statement of Work. Contractor shall secure and pay for all Permits, governmental fees and licenses necessary for the proper execution and completion of the Work. Permit applications shall be reviewed by Owner in the company of Contractor prior to submission to the appropriate regulatory agency unless Owner agrees in writing that such review is not necessary. All changes to any permit application(s) or Permit(s) deemed to be necessary by Owner shall be made by Contractor at no additional cost to Owner.

(b) Contractor shall be responsible for paying all royalties and license fees relating to any equipment and/or processes it uses to perform the Work. Contractor shall defend any suit or claim for infringement of patent rights and indemnify and hold harmless Owner, its present and future officers and directors, officials, employees and agents, and its and their successors and assigns, from and against any and all liabilities, losses or expenses on account thereof.

Section 2.2. Notice to Proceed. Owner shall furnish to Contractor a written notice to proceed with the Work, and Contractor shall commence the Work within seven (7) days after its receipt of such notice.

Section 2.3. Completion of the Work. (a) Subject to any time extensions granted by Owner to Contractor pursuant to Section 2.5 hereof,

(i) Contractor shall achieve Substantial Completion for the Work not later than fifty-five (55) calendar days following Contractor's receipt of the notice to proceed described in Section 2.2 hereof.

(ii) Contractor shall achieve Final Completion of the Work, including but not limited to, all Punchlist items, no later than sixty (60) days following Contractor's receipt of the notice to proceed described in Section 2.2 hereof.

(iii) Should Final Completion not be achieved in accordance with Section 2.3(ii), Contractor shall be assessed, and be liable for, liquidated damages in the amount of \$200 for each calendar day beyond that sixty (60) calendar day period. The assessment of liquidated damages by the

Land Bank shall not limit, modify or abridge any rights or remedies otherwise available to the Land Bank pursuant to this Agreement or otherwise.

Section 2.4. Time of Essence. Contractor acknowledges and agrees that time is of the essence of this Agreement, and all actions taken by Contractor shall be taken to the end that the performance of the Work shall be fully expedited. Contractor shall, without any additional cost to Owner, utilize additional personnel and/or equipment and take such other actions as are necessary or appropriate from time to time to attain compliance with the completion schedule set forth in Section 2.3 hereof.

Section 2.5. No Change Orders. Contractor shall be deemed to have examined the Property and surrounding areas where the Work is to be executed and completed. Contractor shall also be responsible for securing full knowledge of all conditions under which the Work is to be executed and completed, including, but not limited to, presence of ACM, soil and groundwater, environmental, physical, or other conditions, topography, improvements and obstructions, weather conditions, available roadway, rail, and other approaches to the Property, location of utilities, and the space available for Work areas, storage and temporary buildings, including offices, and Governmental Requirements relating to the performance of the Work hereunder, and Contractor hereby assumes the risk of all of the foregoing. Contractor acknowledges and agrees that, except as explicitly set forth in this Agreement pursuant to requests from Owner, there shall be no change orders applicable to the Work and no adjustment to the Contract Price for any reason whatsoever, including, but not limited to, as a result of unanticipated, concealed or unconcealed site conditions. In addition, should the Contractor be delayed in the prosecution of the Work for any reason, including by action or inaction of the Owner, Contractor's sole remedy (if it be entitled to any remedy) shall be an extension of the Contract Schedule and under no circumstances shall Contractor be entitled to any adjustment in the Contract Price for such delay.

ARTICLE III **MATTERS RELATING TO ACM**

Section 3.1. Compliance With Governmental Requirements Relating to ACM.

(a) Contractor shall comply with all Governmental Requirements relating to ACM, including, but not limited to, such requirements relating to the application, removal, disposal, and treatment of ACM removed from the Multiple Buildings. Without limiting the generality of the foregoing, Contractor shall furnish to Owner written documentation that Contractor and its employees are familiar with and in compliance with the following Governmental Requirements: (i) OSHA regulations, including, but not limited to, 29 C.F.R. Sections 1910.1001, 1910.134 and 1926.1101; (ii) EPA regulations, including, but not limited to, Subparts A and M of 40 C.F.R. Part 61, National Emission Standards for Hazardous Air Pollutants, as amended; and (iii) ACHD regulations, including, but not limited to, Article XXI, Section 2105.60 et seq. Contractor shall make available one copy of each of the specific regulations cited above and in the Statement of Work shall be available in Contractor's business office and one copy of each shall be maintained at the Property.

(b) Contractor shall document by submittals transmitted directly to Owner that Contractor and its procedures used in performing the Work are in accordance with Governmental Requirements relating to ACM.

(c) Contractor shall display copies of documentation required to be maintained at the Property pursuant to Governmental Requirements, including, but not limited to, letters and certification cards issued to all employees of Contractor who have completed training programs for ACM removal and any Permits issued in connection with the Work.

(d) Contractor and its employees shall become familiar with and shall be in compliance with the standards and requirements regarding the application, removal, disposal, and treatment of ACM promulgated by the following agencies and organizations:

- (i) U.S. EPA
Region III
841 Chestnut Street
Philadelphia, PA 19107
- (ii) OSHA
200 Constitution Avenue, N.W.
Washington, D.C. 20210
- (iii) ACHD
301 39th Street
Pittsburgh, PA 15201
- (iv) National Institute for Occupational Safety and Health
P.O. Box 13716
Philadelphia, PA 19106
- (v) ASTM International
1916 Race Street
Philadelphia, PA 19103
- (vi) American National Standards Institute
1430 Broadway
New York, NY 10018

The foregoing list does not purport to be a complete or exhaustive list of applicable Governmental Requirements or applicable guidelines, but rather is provided for the purposes of directing the Contractor's attention to the requirements which clearly apply to the Work.

Section 3.2. Acceptance, Loading, Transportation, and Disposal of ACM.

(a) Contractor shall prepare for Owner's signature all manifests and other transportation and disposal-related documents in connection with the removal, transportation, and disposal of ACM and environmental waste. Contractor also shall promptly provide Owner with copies of all such documents as signed by the Transporter(s) and the Disposal Facility. Anything in this Agreement to the contrary notwithstanding, Contractor shall not engage or utilize any Transporter or Disposal Facility without the prior written approval of Owner, and Contractor shall provide, or cause to be provided to Owner, such information relating to the Permitted status, capabilities and/or other relevant information about any such Transporter or Disposal Facility as Owner shall require in order to determine whether or not to consent to the engagement of any such Transporter or Disposal Facility.

(b) Contractor shall exercise caution in removing, packaging, loading, transporting, and disposing of the ACM and environmental waste and shall be responsible for gathering and cleaning any spillage of the same. Contractor or the Transporter, as applicable, shall comply with all Governmental

Requirements relating to the transportation of ACM and/or environmental waste including, but not limited to, covering or placing tarps on all vehicles transporting ACM and/or environmental waste, if applicable. Contractor agrees to transport, or cause the Transporter to transport, the ACM and environmental Waste by direct route, non-stop to a proper Disposal Facility or recycling facility, as the case may be, approved by Owner in writing in advance, which approval shall not be unreasonably withheld. Contractor shall take such steps as are necessary or appropriate to prevent any release or discharge of ACM or environmental waste. **CONTRACTOR SHALL NOT MIX SUCH ACM OR ENVIRONMENTAL WASTE WITH OTHER ENVIRONMENTAL WASTES, OR OTHER WASTES OR MATERIALS WHILE THE ACM AND/OR ENVIRONMENTAL WASTES ARE IN THE POSSESSION OF CONTRACTOR.**

(c) Contractor also shall become familiar with and fully comply with the any and all Governmental Requirements and policies now or hereafter in force relating to clean fill and/or safe fill or other similar materials, including, but not limited to, any of the foregoing Governmental Requirements or policies promulgated by the Pennsylvania Department of Environmental Protection.

Section 3.3. ACM Survey. Contractor shall engage a qualified and reputable asbestos remediation consultant acceptable to Owner to perform the asbestos survey described in the Statement of Work.

ARTICLE IV

SALVAGEABLE MATERIALS; STORAGE OF DEMOLITION DEBRIS (NOT APPLICABLE)

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Section 5.1. The Contract Price.

(b) Except to the limited extent expressly provided otherwise in Section 2.5, Contractor agrees to accept the Contract Price specified in this Section 5.1 as full compensation for performing the Work, for any and all loss or damage arising out of or in connection with the Work, whether from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work at any time until its completion in accordance with this Agreement, including, but not limited to, the Statement of Work, and for any and all risks of every description connected in any way with the Work. The Contract Price shall be paid in the manner specified in, and shall be subject to the provisions of, Section 5.2 below.

(a) The Contractor will be compensated monthly, based on a percent-completed basis for Contractual tasks. Payment will be made within sixty (60) days following acceptance of the invoiced work by the Owner, contingent upon agreement to the measurement terms, and timely submittal to the Owner's Representative of a "Contractor's Request for Payment," on or about the twenty-fifth (25th) of each month.

(b) When Contractor believes that Building Section Substantial Completion has occurred in connection with the Work performed relating to 1121 North Avenue, Contractor shall prepare, execute, and submit to Owner a certificate of substantial completion in the form attached hereto as **Exhibit D** (a “Certificate of Substantial Completion”) and a comprehensive list of items to be completed or corrected (a “Punchlist”) relating to such portion of the Work. Such Certificate of Substantial Completion and Punchlist, when agreed upon and signed by Owner, shall (i) establish the date of Substantial Completion relating to 1121 North Avenue (“Substantial Completion Date”), (ii) fix the time within which Contractor shall be required to finish all of the items on the accompanying Punchlist, and (iii) specify the amount of Salvageable Materials relating 1121 North Avenue that Contractor shall have the right to remove from the Storage Area and the Property as compensation for the Work performed through the Substantial Completion Date. Failure to include an item on the Punchlist does not alter the responsibility of Contractor to complete all Work in accordance with the Agreement.

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release to be in the form of **Exhibit F** attached hereto and made a part hereof. Acceptance of final payment by Contractor shall constitute a waiver of any and all claims Contractor has against Owner.

(d) Promptly after its receipt of each Certificate of Substantial Completion and Punchlist and the Final Completion Certification, the Owner shall make an inspection to determine whether the Work referred to therein has been performed. If Owner's inspection discloses any item, whether or not included on the Punchlist, which has not been performed in order to meet the applicable phase substantial completion, Contractor shall, before Owner's execution and issuance of the applicable Certificate of Substantial Completion or the Final Completion Certification, as the case may be, complete or correct such item upon notification by Owner. In such case, Contractor shall then prepare, execute and submit a new Certificate of Substantial Completion and Punchlist, or a new Final Completion Certification, as the case may be, and request another inspection by Owner to determine whether the applicable Work has been satisfactorily performed. In addition, Owner may add additional items to any Punchlist upon any such inspection.

Section 5.3. Payments Subject to Being Withheld. Payments otherwise due may be withheld by Owner on account of any breach or threatened breach of this Agreement (including, but not limited to, those set forth on **Exhibit I** hereof) by Contractor, failure of Contractor to adhere to Governmental requirements, defective Work not remedied, claims filed or reasonable evidence indicating the probability of filing claims, overcharges or duplication of charges, failure of Contractor to make proper payment to Subcontractors or for materials or labor, or the existence of a reasonable doubt that the Agreement can be completed. If the foregoing causes are removed, the withheld payments or consents shall promptly be made. If said causes are not removed after written notice to Contractor, Owner may rectify or discharge the same at Contractor's expense. Additionally, if Contractor is behind schedule in the performance of the Work, Owner shall be entitled to withhold such payment or consent until Contractor has completed Work that, in Owner's reasonable judgment, will allow completion of the Work within the period set forth in Section 2.3 herein as such time periods may be extended, pursuant to written Change Order issued by Owner to Contractor. After final payment is made, Contractor shall, upon demand by Owner, pay, or reimburse Owner for payments of, any amount that Owner may be obliged to pay in discharging any lien or claim affecting title to the Work, Owner's other property or the Property.

Section 5.4. Offset Permitted. Any monies due for Work performed under this Agreement may, at Owner's option, be applied by Owner to offset any sum which Contractor may owe to Owner.

Section 5.5. Payment Not Acceptance. No payment by Owner under this Agreement shall be construed as acceptance or approval of Work hereunder.

ARTICLE VI

SUBCONTRACTS

Section 6.1. Subcontracting. Contractor shall not subcontract all or any portion of the Work or any obligation under this Agreement without the prior written consent of Owner. Notwithstanding any consent by Owner to a proposed Subcontract, Contractor shall remain responsible for all subcontracted Work, and Contractor agrees that it shall be fully responsible to Owner for the acts and omissions of its Subcontractors, their agents, representatives and Persons either directly or indirectly employed by any Subcontractor. Contractor shall take whatever actions it deems necessary to enforce performance of its Subcontractors under a Subcontract and shall be responsible for all costs associated therewith. The existence of or the exercise or the non-exercise of the rights of review and approval by Owner shall not modify the relationship of the parties or be construed as an assumption of any liabilities by, or the creation of any relationship between, Owner and any Subcontractor. Contractor shall not be relieved of any responsibility or obligation under this Agreement by subcontracting any portion of the Work.

Section 6.2. Inclusion of Provisions in Subcontracts. All Subcontracts shall be in writing and executed by Contractor and its Subcontractor. Contractor shall include in all Subcontracts all provisions of this Agreement which in any way may be applicable to the performance of the Subcontract, including, but not limited to, this provision, all warranty, insurance, indemnity and compliance with Governmental Requirements provisions and all other provisions intended for the protection of Owner. Without limiting the generality of the foregoing, Contractor shall specifically require all Subcontractors to agree to, and to comply with, the provision set forth on **Exhibit I**.

Section 6.3 Identification of Subcontractors. For all Subcontractors that are approved by Owner, Contractor will provide Owner with a written statement setting forth the full name, address, telephone, and facsimile number of the Subcontractor, along with the name of an employee of the Subcontractor who is authorized to bind the Subcontractor.

ARTICLE VII **TERMINATION**

Section 7.1. Termination for Cause. (a) Should Contractor at any time fail in any respect to prosecute the Work or any portion thereof with promptness and diligence, or fail in the performance of any of the agreements or covenants on its part contained in this Agreement, or become bankrupt, insolvent or unable to pay its debts as they mature, Contractor shall be in breach of this Agreement. In the event that Contractor shall fail to cure any such breach within seven (7) days after its receipt of written notice of the same from Owner, in addition to its other legal or equitable remedies, Owner may terminate Contractor's right to proceed with the Work or terminate this Agreement as a whole. In the event of any such termination, Owner may finish the Work by whatever method it may deem expedient, including, but not limited to, the hiring of another contractor or contractors. In such case, Contractor shall not be entitled to receive any further payment. If the unpaid balance under this Agreement shall exceed the expense of completing the Work and the total amount of such other losses as Owner may suffer, to the fullest extent allowed by applicable laws, such excess shall be paid to Contractor; if the unpaid balance under the Agreement be less, Contractor shall be liable for and shall pay the difference to Owner upon demand. The determination by Owner's auditors of all costs of completion, expenses, losses and other matters described herein shall be final and binding upon the parties. The remedies for breach set forth in this Agreement shall be in addition to, and not in limitation of, any of Owner's remedies available at law or in equity, and all such remedies shall be cumulative.

(b) In the event that any action or inaction, or breach of this Agreement, by Contractor is of a nature or results in a situation which could create a danger to human health or safety, property or the environment, or which could expose Owner to third party liability or liability under any Governmental Requirements, Owner shall be entitled to terminate this Agreement immediately upon delivery of written notice of breach to Contractor, without provision of any opportunity to cure.

Section 7.2. Termination without Cause. Owner may terminate this Agreement without cause by written notice to Contractor. Such termination shall be effective in the manner specified in said notice and shall be without prejudice to any claims or legal or equitable remedies which Owner may have against Contractor. On receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the Work and placing of orders for materials, services, facilities and supplies in connection with the performance of this Agreement and shall make every reasonable effort to procure cancellation or termination of all existing orders and Subcontracts upon terms satisfactory to Owner. Upon such termination by Owner: (a) Contractor shall be entitled to pro rata compensation for the portion of Work already completed; and (b) all obligations of the Contractor under this Agreement with

respect to completed Work, including, but not limited to, all warranties and indemnities, shall apply to all Work completed or substantially completed by Contractor prior to termination.

Section 7.3. Owner's Right to Suspend the Work. Owner shall have the right to temporarily suspend performance of the Work by delivering written notice of suspension to Contractor.

Section 7.4. Additional Obligations of Contractor Upon Termination.

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ARTICLE VIII
REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF CONTRACTOR

Section 8.1. Representations, Warranties and Agreements of Contractor. Contractor represents, warrants and agrees that:

(a) Contractor understands the currently known hazards and risks which are presented to property, public health and the environment in performing the Work. Contractor has programs in place and otherwise uses all reasonable efforts to remain current regarding any hazards and risks.

(b) Contractor has familiarized itself with the Property and the ingress and egress thereto and the conditions under which the Work will be performed.

(c) Contractor shall comply with all applicable Governmental Requirements in performing the Work, and shall do so in a manner calculated not to create a risk of harm to persons, property, public health or the environment.

(d) In the event Contractor: (i) loses its Permitted status; (ii) is the subject of a notice of violation; or (iii) is the subject of any other administrative, judicial, or other remedy seeking action during the term of this Agreement, Contractor will promptly notify Owner of such loss of Permitted status, or notice of violation or other action.

(e) All persons working for or on behalf of Contractor shall be properly trained, apprised of all risks, competent, qualified, and licensed or Permitted where necessary, and all equipment and facilities used in performing the Work under this Agreement shall be in proper working condition, shall be properly licensed or Permitted, and shall conform in all respects with Governmental Requirements applicable thereto.

(f) All Work performed by Contractor under this Agreement shall be: (i) conducted in a manner consistent with the highest generally accepted level of care and skill ordinarily exercised by contractors performing services of a similar nature; (ii) performed safely, lawfully, efficiently and properly; (iii) conducted in strict conformity with the requirements of this Agreement; and (iv) free from defects in material, workmanship, performance, design, or engineering. Contractor warrants that, if the Work fails to conform to these warranties or the requirements of this Agreement, Contractor will, at its own expense, perform corrective Work to remedy defects of which Contractor is notified within one (1) year of Owner's acceptance of the Work. This remedy is in addition to, and not exclusive of, any other remedies Owner may have at law or in equity.

ARTICLE IX
INSPECTION BY OWNER

Section 9.1. Right to Inspect. Owner shall have the right: (a) to inspect and obtain copies of all written licenses, Permits, or approvals issued by any governmental entity or agency to Contractor which are necessary to the performance of the Agreement; (b) to inspect and test, at its own expense, all equipment and/or facilities used or to be used by Contractor in performing the Agreement; and/or (c) to inspect all aspects of the operations conducted by Contractor under the Agreement. The aforesaid rights of inspection, copying, and testing shall survive indefinitely the expiration or earlier termination of this Agreement. The existence, the exercise, or the non-exercise of the rights of Owner described in this Section 9.1 shall not modify the relationship of the parties, be construed as an assumption or confirmation of any liability by Owner or relieve Contractor of any of its responsibilities and obligations under the Agreement.

ARTICLE X
COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

Section 10.1. Environmental Requirements. Contractor agrees to comply with all Governmental Requirements prohibiting, regulating or otherwise relating to environmental pollution and environmental control of any kind in connection with its performance under the Agreement, including, but not limited to, oil pollution, air pollution, water pollution, land pollution, groundwater pollution, noise pollution, solid waste management, and toxic substance control. Contractor further agrees to establish or continue a program and to otherwise use all reasonable efforts to assure that all present and future applicable environmental-related Governmental Requirements shall be monitored and met in connection with its performance under the Agreement. Contractor shall comply with all such environmental-related Governmental Requirements at its sole cost and expense.

Section 10.2. Other Governmental Requirements. Contractor agrees that it, its employees and representatives, and the performance of this Agreement by Contractor, its employees and representatives, will comply with all Governmental Requirements. Any provisions required to be included in a contract of this type by any Governmental Requirements are deemed to be incorporated herein.

Section 10.3. Other Requirements. Contractor agrees that it shall comply with, and shall cause all Subcontractors to comply with, the (a) prevailing wage requirements of the Commonwealth of Pennsylvania with respect to the payment of wages to employees who perform services in connection with this Agreement, and (b) the requirements set forth on **Exhibit I** attached hereto, all of which shall run to the benefit of Owner and the Commonwealth of Pennsylvania, regardless of the language used in such **Exhibit I**.

ARTICLE XI
INDEMNIFICATION AND RELEASE

Section 11.1. Indemnification and Release

(a) Contractor shall indemnify, defend, and hold harmless Owner and its present and future officers, directors, employees and agents, and their respective successors and assigns, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, as well as costs and expenses incidental thereto (including, but not limited to, costs of defense, settlement, and reasonable attorney fees as well as expenses of investigation, remediation and monitoring), which any or all of them may hereafter suffer, incur, be responsible for or allegedly responsible for or pay out directly or indirectly

arising out of, caused or exacerbated by: (i) any spill, release or discharge of ACM or any other hazardous substance, contaminant, or pollutant caused or exacerbated by Contractor or any Subcontractor; (ii) Contractor's breach of any provision, obligation, warranty, or representation under this Agreement, including, but not limited to, the requirement hereunder to pay Commonwealth of Pennsylvania prevailing wages and to comply with the provisions set forth on **Exhibit I**; (iii) Contractor's or any Subcontractor's failure to comply with any Governmental Requirements; (iv) any negligent or willful act or omission of Contractor, its employees or Subcontractors, or any of their employees, in connection with this Agreement; and/or (v) the performance of any aspect of this Agreement by Contractor, its employees, agents or Subcontractors, or the presence of Contractor's employees, agents or Subcontractors, or any of their employees, at the Property.

(b) Contractor hereby releases Owner from and hereby agrees that it will not assert any claim (including a claim for contribution or indemnification) or bring suit against Owner and that Owner shall not be liable in any respect for: (i) any loss or damage to property (including, but not limited to, environmental degradation or costs associated with the cleanup of hazardous substances, wastes, or materials, or any other "Superfund" or other cause of action); or (ii) injuries to or death of persons resulting from the Work.

ARTICLE XII

LIENS

Section 12.1. Waiver of Liens.

(a) Contractor agrees to execute and tender to Owner, prior to commencement of Work hereunder, a waiver of liens in the form attached hereto as **Exhibit G**, waiving on behalf of all of its Subcontractors, suppliers and materialmen all mechanic's liens, materialmen's liens, construction liens or other type liens against any of the property or improvements of Owner. Contractor acknowledges and agrees that this is a "no lien" contract under Pennsylvania law, and that Owner will be filing the aforementioned waiver of liens form in the Offices of the Recorder of Deeds and/or Prothonotary of Allegheny County.

(b) If a lien or claim of any kind is established or is attempted to be established upon or against the Property, 1121 North Avenue, or any other property of Owner and such lien relates to or is any way derived from the Work, this Agreement, or any Subcontract, Contractor shall immediately prevent the establishment thereof or have said lien or other claim removed by the posting of a bond or provision or other security or by any other lawful means. Contractor shall indemnify, defend, and hold harmless Owner and its property from and against all losses arising out of the services, labor, and materials furnished by the Contractor and Subcontractors or others under this Agreement.

(c) Contractor agrees that it will execute a partial release in the form attached hereto as **Exhibit J** prior to being entitled to payment under Article V of this Agreement.

ARTICLE XIII

INSURANCE

Section 13.1. Insurance Requirements.

a) Contractor, at its own expense, shall procure and maintain with respect to the Work provided hereunder any and all policies of insurance as set forth below, which shall be in such form and issued by such company or companies legally qualified to issue such insurance and reasonably satisfactory to Owner. Prior to commencement of the Work, Contractor shall secure and deliver to Owner certificates of insurance evidencing at least the following insurance coverages:

(i) **Workman's Compensation Insurance** (including employers' liability insurance with limits of not less than \$500,000 per occurrence) to the extent required by applicable statutory requirements.

(ii) **Comprehensive General Liability Insurance** insuring against claims for death, bodily injury and property damage, having a combined single limit of not less than \$2,000,000 per occurrence covering the activities to be performed hereunder.

(iii) **Comprehensive Automobile Liability Insurance** (including all motor vehicles) covering owned, non-owned and hired motor vehicles against claims for death, bodily injury and property damage, having a combined single limit of not less than \$1,000,000 per occurrence covering the activities to be performed hereunder.

(iv) **Umbrella/Excess Liability Insurance** with limits of not less than \$5,000,000, specifically covering insurance for general liability, employers' liability and automobiles.

(v) **Pollution Liability Insurance** with limits of not less than \$2,000,000 per occurrence.

(vi) **Asbestos Abatement Insurance** with limits of not less than \$5,000,000 per occurrence.

(b) Contractor shall require all policies for comprehensive general, pollution liability, automobile, and umbrella/excess liability to be endorsed so as to:

(i) Include Owner and its directors, officers, agents, and employees as additional insureds, so that Owner and such persons are insured against any and all claims, suits, losses, liabilities, costs and expenses resulting from injury (including death) to the person or damage to or loss of the property of anyone (including employees of Contractor) arising out of or in connection with Contractor's performance or non-performance, as the case may be, under this Agreement.

(ii) Provide that the insurance has a severability of interest clause and contractual liability coverage covering the liabilities Contractor has assumed hereunder.

(iii) Provide that the insurance shall be primary and non-contributing excess over any other insurance available to Owner.

(iv) Waive the right of recovery or subrogation against Owner, its directors, officers, agents, and employees.

(v) Provide that no cancellation or material change in the policies shall become effective except on thirty (30) days prior written notice thereof to Owner.

(c) All insurance coverages required as herein set forth shall be at the sole cost and expense of Contractor and all deductibles shall be assumed by, for the account of, and at Contractor's sole risk.

ARTICLE XIV

OWNER'S RULES AND REGULATIONS; HEALTH AND SAFETY

Section 14.1. Compliance with Rules; Interference with Owner's and Owner's Tenant's Operations.

(a) Contractor shall comply with all of Owner's protection and safety rules and with all instructions and directives from Owner.

(b) Contractor may be one of several contractors and/or transporters working at the Property, and Contractor shall cooperate fully with Owner and other contractors and/or transporters and plan and perform its obligations hereunder in such a manner so as not to interfere with the activities or operations of Owner and other contractors and/or transporters working at the Property. Contractor also acknowledges and agrees that Owner's tenants occupy a portion of one or more other buildings located on the Property, and Contractor shall perform the Work in a manner so as not to disturb the operations of Owner's tenants at the Property.

Section 14.2. Health and Safety.

(a) Contractor shall conduct all operations under this Agreement in a manner to avoid risk of bodily harm to persons or damage to property and in full compliance with all Governmental Requirements, as well as all of Owner's safety requirements. Further, Contractor shall continuously review its obligations and responsibilities under this Agreement, and the method pursuant to which those obligations and responsibilities are performed, to identify any unsafe conditions and shall promptly take action to correct any condition which presents such a risk.

(b) Contractor shall conduct and maintain all operations, materials, and equipment necessary to establish and maintain safe working conditions and shall comply with all safety requirements applicable to Contractor's performance of this Agreement. Contractor is also responsible for providing its employees and Subcontractors with adequate information and training in conformance with regulatory requirements.

(c) Contractor shall be responsible for all fines or penalties assessed due to its failure to comply with applicable Governmental Requirements, including, but not limited to, any fines or penalties assessed against Owner. Contractor agrees, to the fullest extent permitted by law, to indemnify and hold Owner harmless from any claim, liability, loss or expense resulting from Contractor's failure to comply with all applicable health and safety Governmental Requirements.

(d) In the event of accident, injury or incident involving health, safety, or damage to property arising in connection with the performance of this Agreement, Contractor shall immediately notify Owner and shall submit a report on the incident in writing to Owner within twenty-four (24) hours of such occurrence. Contractor shall maintain accurate records of all such occurrences.

(e) Nothing in this Article XIV shall be interpreted as enlarging the legal duty of Owner to Contractor or to Contractor's agents, employees, Subcontractors, or third parties or as altering the independent contractor status of Contractor.

ARTICLE XV **MISCELLANEOUS**

Section 15.1. Confidentiality. Contractor shall keep secret and confidential, shall not disclose to any third parties, and shall not use any information obtained from Owner or developed by Contractor in the performance of the Work hereunder and/or concerning the Agreement, including the existence of this Agreement without the prior written consent of Owner.

Section 15.2. Delegation of Authority. Owner may choose to delegate authority granted to it under this Agreement to a designated representative or one or more other third parties. No such delegation shall be effective unless contained in a writing signed by Owner, and any such delegation shall be limited in scope strictly to those matters expressly set forth in Owner's written delegation.

Section 15.3. Publicity. In addition to the confidentiality obligations of Contractor as set forth in **Section 15.1** above, Contractor shall cooperate fully with Owner concerning publicity and media attention. Contractor shall instruct its employees to refer to Owner all persons or inquiries from third parties, including but not limited to, police, media representatives, and governmental representatives. Any and all such inquiries shall be handled by the procedures established by Owner and in each instance shall only be done after prior consultation and approval by Owner.

Section 15.4. Choice of Law; Dispute Resolution. Owner and Contractor agree that interpretation of and performance under the terms and conditions of this Agreement, as well as other aspects of the transactions contemplated by these terms and conditions, shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws principles. All claims, disputes and other matters in question between Contractor and Owner arising out of or relating to this Agreement or breach thereof or the Work shall be subject to mandatory combined mediation and arbitration. The mediation and arbitration shall proceed concurrently with each other. The intent of the parties is to resolve any such claim, dispute or other matter in question through mediation. The arbitrator shall only be required to make a final and binding decision in the event mediation fails. The parties agree to conduct the combined mediation/arbitration under the auspices of the Judicial Arbitration and Mediation Services/Endispute.

Section 15.5. Survival. The obligations of Contractor under the provisions of **Section 11.1 -- Indemnification and Release, Section 15.1 – Confidentiality, Section 15.3 – Publicity, Section 15.6 – Records Retention, Section 15.7 – Testimony and Section 15.13 – Audit**, and under any provisions of this Agreement which expressly or impliedly require Contractor to continue to be responsible to Owner after expiration or termination of the Agreement shall survive the expiration or termination of the Agreement.

Section 15.6. Records Retention. Contractor shall retain, at no additional cost to Owner, and shall make available to Owner and its designees upon request, copies of all documents generated as a result of or in connection with the performance of this Agreement hereunder until such time as Owner authorizes their destruction.

Section 15.7. Testimony. Contractor agrees that, at the request of Owner, any of the persons performing Work under this Agreement shall be made available as witnesses at no expense to Owner, in

any litigation, hearing or proceeding to which Owner is or becomes a party, to explain or defend, as appropriate, any aspect of methods used by Contractor, in connection with this Agreement.

Section 15.8. Contractual Relationship. Contractor is an independent contractor and not an agent, servant, employee, joint venturer, or representative of Owner.

Section 15.9. Assignment. Contractor shall not assign its services or any part thereof, or assign any monies to become due hereunder, or assign any of its rights or delegate any obligations under this Agreement, in whole or in part, without first obtaining the written consent of Owner, which such consent may be withheld at Owner's sole discretion.

Section 15.10. Entire Agreement; Amendment. This Agreement sets forth the entire agreement between Contractor and Owner as to the subject matter of the Agreement and any and all prior or contemporaneous proposals, negotiations, agreements, commitments, and representations, oral or written, are merged herein. Contractor acknowledges and agrees that, unless specifically incorporated herein by reference or specifically attached hereto and incorporated herein, Contractor's response to the request for proposal shall not form a part of this Agreement. This Agreement may not be modified or amended except by means of a writing duly executed by the parties subsequent to the date hereof which states that it is intended to amend the Agreement.

Section 15.11. Waiver or Invalidity. It is mutually understood and agreed that any failure by Owner at any time, or from time to time, to enforce or require the strict keeping and performance by Contractor of any of the provisions of the Agreement shall not constitute a waiver by Owner of such provisions, and shall not affect or impair such provisions in any way, or the right of Owner at any time to avail itself of such remedies as it may have for any breach or breaches of such provisions. The waiver, illegality, invalidity and/or unenforceability of any provision of the Agreement shall not affect the validity of the Agreement as a whole or the validity of any other provisions herein.

Section 15.12. Notices. All notices and other communications between the parties provided for in the Agreement shall be in writing and shall be deemed to have been duly given and received when delivered by hand or three (3) days after such notice is mailed first class, postage prepaid to the following respective addresses:

If to Contractor:

Attention:
Telephone Number:
Telecopy Number:

If to Owner's Representative:

KU Resources, Inc.
22 South Linden Street
Duquesne, PA 15110
Attention: M. Ryan Dowling

If to Owner:

Tri-Cog Land Bank
1705 Maple Street, Suite 100
Homestead, PA 15120
Attention: An Lewis

or to such other address or telephone number as to which notice has been duly given under this Section 15.12. If faxed, the notices or communications shall be deemed given and received on the date of faxing, or if faxed after 4:00 p.m. local time, the first business day succeeding the date of faxing.

Section 15.13. Audit. When, in the reasonable opinion of Owner, any aspect of this Agreement requires financial or other validation, auditing or appraisal (other than those cost items which are priced on a lump sum basis), Owner or its representatives shall have the right to examine and copy any and all records or writings in the possession or control of Contractor related in any way to the subject matter of Owner's inquiry, and Contractor agrees to make such records and writings available to Owner at all reasonable times.

Section 15.14. Captions. The captions at the beginning of each of the numbered Sections herein are for reference purposes only and are of no legal force and effect.

Section 15.15. Waiver of Damages. Notwithstanding any provisions of this Agreement, the Contractor waives any claim for consequential or other indirect damages, including inter alia, lost profits, inefficiency, and acceleration, associated with the Work or the Agreement, regardless of the cause of any such alleged damages.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers as of the day and year first written above.

OWNER:

TRI-COG LAND BANK

By:_____

Name:_____

Title:_____

CONTRACTOR:

By:_____

Name:_____

Title:_____

EXHIBIT A

THE PROPERTY

The building is located at 1121 North Avenue located in Millvale, Allegheny County, Pennsylvania. The building is bordered to the north and south by residential structures, west by a stream with vacant land, and east by North Avenue.

EXHIBIT B

CONTRACT SCHEDULE

It is intended that the Work will commence around March 1, 2020 and be completed by April 15, 2020. Contractor shall achieve Final Completion of the Work, including, but not limited to, all Punchlist Items, and proper removal and disposal of all Debris, no later than forty-five (45) days following Contractor's receipt of the Notice to Proceed. (Described in Section 1.8.)

EXHIBIT C

STATEMENT OF WORK

**Statement of Work
Demolition of 1121 North Avenue
[See attached]**

EXHIBIT D

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Demolition of 1121 North Avenue

CONTRACTOR:
TO (Owner): Tri-Cog Land Bank

AGREEMENT: Contractor Services Agreement

AGREEMENT
DATE: _____, 2020

DATE OF ISSUANCE OF THIS CERTIFICATE: _____.

Any capitalized terms not defined in this certificate shall have that meaning set forth in the Agreement. Contractor hereby certifies that the Work performed under the Agreement has been reviewed and found to be complete as to such phase of the Work as required by the Agreement. The date of completion of the Work applicable to the phase set forth above is hereby established as _____.

Attached to this certificate is a Punchlist setting forth a comprehensive list of items to be completed in connection with the phase of Work identified above. The failure to include any items on the Punchlist does not alter the responsibility of Contractor to complete all Work in accordance with the Agreement. Owner may add additional items to the Punchlist upon inspection of the Work.

The Contractor will complete or correct the Work on the Punchlist attached hereto on or before _____, 2020.

CONTRACTOR:

By: _____

Name: _____

Title: _____

Building Section Substantial Completion relating to the Demolition of 1121 North Avenue.

Date of Issuance of This Certificate: _____.

Page Two

The Owner agrees that Work relating to the phase set forth above has been substantially completed.
Contractor shall have the right to commence work on the following portion of the Work:
_____.

OWNER:

TRI-COG LAND BANK

By: _____

Name: _____

Title: _____

EXHIBIT E

CERTIFICATE OF FINAL COMPLETION

PROJECT: Demolition of 1121 North Avenue

CONTRACTOR:
TO (Owner): Tri-Cog Land Bank

AGREEMENT: Contractor Services Agreement

AGREEMENT
DATE: _____, 2020

DATE OF ISSUANCE OF THIS CERTIFICATE: _____.

Any capitalized terms not defined in this certificate shall have that meaning set forth in the Agreement. Contractor hereby certifies that the Work performed under the Agreement has been reviewed and found to be finally and fully complete. The date of Final Completion of the Work is hereby established as _____.

FINAL COMPLETION; FINAL PAYMENT

Final completion of all the Work shall not occur until Contractor fully completes all items on the Punchlist, and Owner finally inspects, reviews, tests and accepts all of the Work pursuant to the Agreement. As a condition to final payment, Contractor shall furnish Owner with releases of all claims against Owner arising under or by virtue of the Agreement.

CONTRACTOR:

By: _____
Name: _____
Title: _____

Certificate of Final Completion relating to the Demolition of 1121 North Avenue.

Date of Issuance of This Certificate: _____.

Page Two

The Owner accepts the Work as finally and fully complete pursuant to the Agreement.

OWNER:

TRI-COG LAND BANK

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

FINAL RELEASE

This release is made in accordance with the provisions of that certain Contractor Services Agreement, dated _____, 2020, including any and all amendments or revisions thereto, executed by _____, hereinafter referred to as the "Contractor" and the Tri-Cog Land Bank, hereinafter referred to as "Owner" (the "Agreement"). Capitalized words, terms, and phrases used but not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

Contractor acknowledges receipt of _____ as final payment for all services, labor, equipment and materials furnished in connection with the Work. Contractor for itself, its successors and assigns, hereby unconditionally remises, forever discharges and releases Owner, its parents, affiliates, subsidiaries, divisions, officers, directors, employees, agents, and representatives and the Owner's real property of and from any and all claims or costs, causes of action, suits, accounts, covenants, agreements, contracts, or other liability of any nature, known or unknown, in law or in equity, whatsoever arising out of or during the performance of said Agreement, including, but not limited to, any and all deletions, additions and modifications thereto.

As a material part of the consideration hereunder, Contractor unconditionally releases and agrees to defend, indemnify and hold harmless Owner, its parents, affiliates, subsidiaries, divisions, officers, directors, agents, and representatives from and against any and all claims whatsoever, arising out of, or during, the performance of said Agreement, including, without limitation, all laborer's, materialmen's and mechanic's lien claims or encumbrances, stop notice or similar rights, financial obligations, or claims and specifically waives any and all such claims as against Owner, its parents, affiliates, subsidiaries, divisions, officers, directors, agents, and representatives.

Contractor hereby accepts all sums heretofore received as the full compensation and payment for the Work performed under or by virtue of the Agreement and further warrants, represents, and certifies that all bills, claims and obligations for materials used, rentals for equipment, labor, materials, services, and any other items furnished under or in connection with the performance of said Agreement and all applicable state and federal payroll taxes and payroll insurance have been fully paid and satisfied.

Executed this _____ day of _____, 2020.

By: _____
Print Name: _____
Title: _____

EXHIBIT G
WAIVER OF LIENS
[ATTACHED]

**IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA**

Tri-Cog Land Bank

("Owner")

v.

("Contractor")

("Contractor")

v.

Tri-Cog Land Bank

("Owner")

CIVIL DIVISION

Case Number:

Type of Pleading:

WAIVER OF LIENS

Code and Classification:

Filed on Behalf of:

Tri-Cog Land Bank

Counsel of record for this Party:

CERTIFICATE OF LOCATION:

I hereby certify that the location of the Property is approximately described as that certain property located in Millvale, Allegheny County, Pennsylvania, known as tax parcel number 165-P-59.

Tri-COG Land Bank,
Owner

By: _____

Name: _____

Title: _____

WAIVER OF MECHANICS' LIEN

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between **TRI-COG LAND BANK** ("Owner") and _____. ("Contractor") in connection with the performance of certain demolition (the "Work") of Owner's property (the "Property"); and

WHEREAS, Owner entered into a Contractor Services Agreement with the Contractor dated _____, 2020 (the "Contract"), to perform the Work upon the Property; and

WHEREAS, pursuant to the Contract, Contractor has agreed to execute a waiver of liens, waiving on behalf of all of its subcontractors, suppliers, and materialmen all liens against the Property.

WHEREAS, pursuant to the Contract, Contractor has posted a bond guaranteeing payment for labor and materials provided by subcontractors; and

NOW, THEREFORE, Contractor, intending to be legally bound hereby, expressly agrees, as part of the Contract and for the consideration therein set forth, as follows.

Contractor waives, on behalf of anyone else who may act or assert claims, including, but not limited to, Contractor's subcontractors, materialmen, suppliers, and engineers, together with their employees and agents, any and all rights to file or cause to be filed a mechanics' lien, materialmen's lien, claim of mechanics', or materialmen's lien, notice of intention to file a mechanics' or materialmen's lien or any other lien or claim in connection with the Work upon the Property (collectively "Lien Rights").

Contractor agrees to be solely liable for any claims of any kind in connection with the Work, including but not limited to, claims for labor and materials presented by subcontractors, materialmen, suppliers, and engineers, together with their employees and agents, and to indemnify, defend and hold Owner harmless from any such claims.

Upon request of Owner, Contractor agrees to obtain appropriate waivers of Lien Rights from all parties with whom Contractor has a contract or agreement in connection with the Work, including but not limited to, subcontractors, materialmen, suppliers and engineers, providing that no mechanics' lien, materialmen's lien or other lien shall be filed on the Property by any other such parties.

This Agreement is intended to be filed with the Allegheny County Prothonotary in accordance with the requirements of Section 1402 of the Mechanics' Lien Law of 1963 of the Commonwealth of Pennsylvania, as amended.

This Agreement may be executed in one or more counterparts, all of which when taken together shall be construed as one and the same document.

IN WITNESS WHEREOF, the parties have executed this Waiver of Mechanics' Lien this _____
day of _____, 2020.

OWNER:

TRI-COG LAND BANK

By: _____

Name: _____

Title: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

EXHIBIT H

SUPPLEMENTAL TERMS AND CONDITIONS

These Supplemental Term and Conditions form a part of, and are hereby incorporated into, that certain Contractor Services Agreement by and between **TRI-COG LAND BANK** and _____ dated as of _____, 2020 (the “Agreement”). In the event of a conflict between these Supplemental Terms and Conditions and the Agreement, the Agreement provision shall control. Capitalized words, terms, and phrases used but not defined herein shall have the meanings ascribed to such words, terms, and phrases in the Agreement.

1.0 BRIEF DESCRIPTION AND NARRATIVE

The Project covers the lead deconstruction per contract documents at the building located at 1121 North Avenue in Millvale, Pennsylvania.

2.0 GENERAL INSTRUCTIONS

2.1 SITE LOGISTICS

- 2.1.1 Parking and Vehicular Access To Jobsite - All Contractors are advised that on-site parking of personal vehicles will need to be coordinated with Owner and in no event will any use of parking by Contractor or any Subcontractor interfere with parking by Tenants at the facility.
- 2.1.2 Vehicle Passes - All of the Contractor’s hourly employees must park their vehicles in an Owner designated area. Owner assumes no responsibility for the Contractor’s/employees’ vehicles.
- 2.1.3 Traffic Control - Any traffic control or flagpersons required for the performance of Work is the responsibility of the Contractor requiring same to provide. The Contractor is to be aware of any truck route restrictions that may impact Work. It is also the responsibility of each Contractor to clean any streets that may require same as a result of the Work.
- 2.1.4 Work Area Limitations - All Contractor personnel will be required to remain within the designated Work area for the scope of work and defined traffic route to said Work area. Personnel found outside said area will be subject to termination and/or prosecution at the discretion of Owner.
- 2.1.5 On-Site Storage Space - On-site storage space for materials necessary to the timely performance of Work may be allowed, subject to space availability. All locations must be reviewed and approved in advance, by the Owner.
- 2.1.6 Equipment Location - Equipment necessary to the performance of Work will be allowed on site. All equipment entering or leaving the site is subject to inspection and approval by Owner. All equipment must be in compliance with all local, state, and federal regulations relating to its safety fitness. The location of all on-site

equipment must be reviewed and approved by the Owner prior to its entry on to the site.

- 2.2 SHUTDOWNS - If a shutdown of utilities, roadways, etc. is required, the Contractor must schedule this with the Owner well in advance of the needed date, so as to minimize any disruption of normal operations.
- 2.3 CLEANING AND REFUSE REMOVAL - Contractor will be responsible for the cleanup and removal from the jobsite of all debris created in the performance of Work. Neither labor nor dumpster containers will be provided for this purpose. If for any reason it becomes necessary for Owner to hire labor and acquire containers for the removal of debris created by a Contractor, all costs for same will be backcharged to the applicable Contractor. Advance written notice will be provided to the Contractor in question before such action is taken.
- 2.4 TEMPORARY SERVICES - There are no temporary utilities, (i.e., power and light, plumbing, heating, fire protection, etc.) available at the project site. All Contractors requiring same must provide these services for themselves.
- 2.5 CONTRACTOR MEETINGS - Contractor shall furnish to Owner, immediately upon request, all available information concerning the conditions and progress of Work.
- At such times as Owner may direct, the Contractor and/or its Subcontractors shall meet with the Owner, and, if applicable, other contractors to discuss the status of the Work and measures to be taken to further the progress thereof.
- Representatives who fail to attend such meetings or to execute instructions given them shall, on request of the Owner, be dismissed from the work, and other representatives shall be immediately substituted.
- 2.6 PROPERTY DAMAGE - Take all necessary precautions to ensure against damage to the property not included in the Work area. The land areas outside the limits of the Work area shall be preserved in their present condition. Damage to such property and land shall be repaired or replaced at no additional cost to Owner. The Contractor shall construct and maintain barricades adjacent to and within public roadways to protect the life and safety of pedestrians and traffic.
- 2.7 TEMPORARY OFFICES - No shanties or temporary job offices will be allowed on the site without prior approval. All shanties installed by Contractor or Subcontractors shall be constructed of fireproof lumber, steel, masonry, or other approved incombustible materials, including wire glass.
- 2.8 MOVING MATERIALS - If it becomes necessary at any time during the progress of the Work to move materials or equipment which have been temporarily placed, the Contractor shall, when directed by Owner, move them or cause them to be moved at Contractors' expense.
- 2.9 SNOW REMOVAL - The Contractor will be responsible for the removal of all snow required to perform Work. This will include the plowing of haul roads, Work areas, and parking lots for personnel.

- 2.10 PROCEDURE OF THE WORK - The nature of the project is such that close coordination will be required of the Contractor with the others having an interest in the project to assure that Work on the site, access to and from the site, and the general conduct of operations is maintained in a safe and efficient manner, and that disruption and inconvenience to existing streets and property is minimized.
- 2.11 SHORING AND BRACING - Any shoring or bracing required for the completion of the Work is the responsibility of the Contractor.
- 2.12 DUST CONTROL - Contractor is responsible for providing dust control. The methods used must be reviewed and approved by Owner prior to the start of any dust producing activities. At a minimum, the roadways utilized must be sprinkled with water to minimize the generation of dust.

3.0 SECURITY

Any security measures required to protect the interests of Contractor will be the responsibility of Contractor.

EXHIBIT I
ADDITIONAL REQUIREMENTS

EXHIBIT J
PARTIAL RELEASE

FROM: _____
(Contractor)

TO: TRI-COG LAND BANK

PROJECT: _____
(Name)

(General Description of Project)

(Address of Project)

(City) (State) (Zip)

OWNER: _____

1. To the extent of the payment referenced herein, the undersigned does hereby release all Mechanic's Liens rights, Miller Act claims, equitable lien claims, bond rights, and any and all other rights and or claims resulting from labor and/or materials, subcontract work, equipment or other work, rents, services or supplies heretofore furnished in and for this construction, design, improvement, alteration, additions to or repair of the above the above described project.

2. This release is given for and in consideration of the payment of \$ _____

3. In further consideration of the payment made or to be made as above set forth, and to induce the contractor to make said payment, the undersigned agrees to defend and hold harmless the owner and/or lender, and/or the principal and surety from any claim or claims hereinafter made by the undersigned and/or its it material suppliers, subcontractors or employees, servants, agents or assigns of such persons regarding the project to the extent such claim or claims relates to the billings which constitute the amount of this release. The undersigned agrees to indemnify or reimburse all persons so relying upon this release for any and all sums, including attorney's fees and costs, which may be incurred as the result of any such claims.

4. It is acknowledged that the designation of the above project constitutes an adequate description of the property and improvements for which the undersigned as received consideration for this release.

5. It is further warranted and represented that all payments regarding the project owed by the undersigned or the undersigned's subcontractors and/or material suppliers have been paid or will be paid from the payment referenced herein.

6. It is acknowledged that this release is for the benefit of and may be relied upon by the owner, any construction lender and the principal and surety on any labor and material bond for the project.

7. In addition to the foregoing, this instrument shall constitute a release of all rights, claims and demands of the undersigned against the contractor arising out of or pertaining to the above referenced project up to and including the _____ day of _____, 2020.

Dated this _____ day of _____, 2020.

Contractor: _____

By: _____

Title: _____

State of
County of

The foregoing release was subscribed and sworn to before me this _____ day of _____, 2020, by _____ (as _____ of _____). My commission expires:

ATTACHMENT 7

**BID DOCUMENTS
FOR
DEMOLITION OF 1121 NORTH AVENUE
TRI-COG LAND BANK SPECIFICATION NO. 1121 NORTH AVENUE - 02**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
as Principal and _____
_____, of the _____
State of _____, a corporation existing under the laws of the State of
_____, and authorized to transact business in the Commonwealth of Pennsylvania,
as Surety, are held and firmly bound unto _____
_____ hereinafter called the OBLIGEE, in the sum of _____
_____ Dollars (\$ _____) lawful money of the United
States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted
the accompanying Proposal or Bid Dated _____, 2020 for Contract

NOW, THEREFORE, the condition of the Bond shall be such that is the Principal, upon due
acceptance of said Proposal and award of a contract to him by the Obligee, shall execute and deliver the
Agreement, shall furnish to the Obligee bonds with good and sufficient surety as may be required by the
Contract Documents, and shall furnish to the Obligee proper evidence of effectiveness of insurance
coverage, respectively, within the time, in the forms and in the amounts, as appropriate, required by the
Contract Documents, then this Bond shall be void; otherwise, this Bond shall be and shall remain in full
force and effect.

The Principal and the Surety agree to pay to the Obligee the difference between the amount of
said Proposal, as accepted by the Obligee, and any higher amount for which the required Work shall be
contracted for by the Obligee, together with any additional advertising costs, Engineer's fees, legal fees
and any and all other fees and expenses incurred by the Obliges by reason of the failure of the Principal to
enter into such Agreement with the Obligee, or to furnish such Bonds, or to furnish evidence of
effectiveness of such insurance coverage; Provided, however, that:

- (1) the obligation of the Surety shall not exceed the stated principal amount of this Bond; and
- (2) if the Obligee should not procure an executed contract with any other persons for the
performance of the work contemplated in said Proposal, as accepted by the Obligee, upon the
same terms and conditions, other than price, as provided in the Contract Documents, within
the period covered by the Contract Documents during which no proposals of bidders may be
withdrawn, whether because of the lack of other proposals, or because of the inability or
refusal of any other bidder to enter into an appropriate contract, or because the cost under any
higher proposal would be greater than the Obligee shall determine, in its sole discretion, that
it can afford, then the Principal and the Surety agree to pay the Obliges the full amount of this

Bond as liquidated damages.

It is the intention of the parties hereto to be legally bound by this instrument.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

Secretary

Corporation – Contractor
(AFFIX
CORPORATE
SEAL)

President

WITNESS

Individual - Contractor (SEAL)

WITNESS

Partnership - Contractor
By _____ (SEAL)

Partner (SEAL)

Business Address
(AFFIX
CORPORATE
SEAL)

WITNESS

ATTEST:

Secretary

Surety

Attorney-in-Fact

ATTACHMENT 7
BID DOCUMENTS
FOR
DEMOLITION OF 1121 NORTH AVENUE
TRI-COG LAND BANK SPECIFICATION NO. 1121 NORTH AVENUE – 02
FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____

(here insert the name or legal title & address of the CONTRACTOR)

as PRINCIPAL, and _____

(here insert the legal title of SURETY)

a corporation organized and existing under the laws of the State of _____
as Surety are held and firmly bound into _____

(here insert the name or legal title and address of the OWNER)

as OBLIGEE, in full and just several sums of _____
_____ Dollars (\$) _____) lawful
money of the United States of America, to be paid to the said OBLIGEE, or its attorney, successors or
assigns, to the payment of which sums well and truly to be made, the said PRINCIPAL and SURETY
bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally,
firmly by these presents:

WHEREAS, said PRINCIPAL has entered into a certain CONTRACT with said OBLIGEE, dated,
_____, 2020, (hereinafter called the CONTRACT) for

(Description of CONTRACT)

which CONTRACT and the CONTRACT DOCUMENTS for said WORK shall be deemed a part hereof
as fully as if set forth herein.

NOW, THEREFORE, the condition of this BOND shall be such that:

If the PRINCIPAL shall well, truly and faithfully comply with and perform the CONTRACT in
accordance with the CONTRACT DOCUMENTS, at the time and in the manner provided in the
CONTRACT and in the CONTRACT DOCUMENTS, and if the PRINCIPAL shall satisfy all claims and
demands incurred in or related to the performance of the CONTRACT by the PRINCIPAL or growing
out of the performance of the CONTRACT by the PRINCIPAL and if the PRINCIPAL shall indemnify
completely and shall save harmless the OBLIGEE from any and all costs and damages which the

OBLIGEE may sustain or suffer by reason of the failure of the PRINCIPAL to do so, and if the PRINCIPAL shall reimburse completely and shall pay to the OBLIGEE any and all costs and expenses which the OBLIGEE may incur by reason of any such default or failure of the PRINCIPAL, then this BOND shall be void; otherwise, this BOND shall be and shall remain in force and effect.

The PRINCIPAL and the SURETY agree that any alterations, changes, or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes, or additions to the WORK to be performed under the CONTRACT in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes, or additions to the CONTRACT, and/or any giving by the OBLIGEE of any extensions of time for the performance of the CONTRACT in accordance with the CONTRACT DOCUMENTS and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS and the CONTRACT and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS and by the CONTRACT, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them or their heirs, executors, administrators, successors and assigns, from liability under this BOND; and the SURETY, for value received does waive notice of any such alterations, changes, additions, extension of time, acts of forbearance, and/or reduction of retained percentage.

IN WITNESS WHEREOF, the PRINCIPAL AND SURETY have executed this instrument under their several seals this _____ day of _____, 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

In presence of _____ (SEAL)
(Individual or Partnership Principal)

(Address) (Business Address) _____ (SEAL)
(Individual or Partnership Principal)

(Address) (Business Address)

Witness _____

Attest:

(Corporate Principal)

(Business Address)

By _____ (AFFIX
CORPORATE
SEAL)

Attest:

(Corporate Surety)

(Business Address)

By _____ (AFFIX
CORPORATE
SEAL)

ATTACHMENT 7
BID DOCUMENTS
FOR
DEMOLITION OF 1121 NORTH AVENUE
TRI-COG LAND BANK SPECIFICATION NO. 1121 NORTH AVENUE - 02
LABOR AND MATERIALMEN'S BOND

NOTE: This bond is issued simultaneously with another bond in favor of the Owner conditioned for the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS, that we

as Contractor, hereinafter called Principal, and

as Surety, hereinafter called Surety, are held firmly bound unto

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

_____ Dollars
(\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we, the Principal and Surety, bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 2020
entered into a contract with Owner for

which contract and all of the documents therein referred to for said work shall be deemed a part thereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that if the Principal and all subcontractors to whom any portion of the work provided for in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payment for all labor performed, services rendered, and materials furnished in the prosecution of the work provided for in said contract, or in any amendment or extension of or addition to said contract, then the above obligation shall be void; otherwise to remain in force and effect; provided, however, that this bond is subject to the following conditions and limitations.

(a) All persons who have performed labor, rendered Services or furnished materials, the same being also construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the contract, equipment, or machinery as aforesaid who have not been paid in full before the expiration of a period of ninety (90) days after date on which the last of such claimant's work or labor was performed, or materials were furnished, shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in proceedings instituted in the State in which such labor was performed, services rendered, or materials furnished (or where labor has been performed, services rendered, or materials furnished under said contract in more than one State, then in any such State). Insofar as permitted by laws of such State, such right of action shall be asserted in a Proceeding instituted in the name of the Owner to the use and benefit

of the person instituting such action and of all other persons having claims hereunder, and any other person having a claim hereunder, shall have the right to be made a party to such proceeding (but not later than two (2) years after the complete performance of said contract and final settlement thereof) and to have such claim adjudicated such action and judgment rendered thereon.

(b) The Surety shall not be liable hereunder for any damages or compensation recoverable under any Workmen's Compensation or employer's liability statute.

(c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action, or proceeding thereon that is instituted later than two (2) years after the complete performance of said contract and final settlement thereof.

(d) As used herein: The term "person" refers to any person, firm, or corporation who has furnished materials or machinery to be used on or incorporated in the work or the prosecution thereof provided for in said contract or in any amendment or extension of or addition to said contract, and/or to any person engaged in the prosecution of the work provided for in said contract, or in any amendment or extension of or addition to said contract, who is an agent, servant, or employee of the Principal, or of any subcontractor, and also anyone so engaged who performs the work of a laborer or of a mechanic regardless of any contractual relationship between the Principal, or of said subcontractor, and such laborer or mechanic but shall not include office employees not regularly stationed at the site of the work.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of this contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or the work or to the specifications.

Signed, sealed and delivered in _____ ()
counterparts this _____ day of _____, 2020.

(INDIVIDUAL PRINCIPALS SIGN HERE)

_____ (SEAL)

In the presence of:

_____ (SEAL)

_____ (SEAL)

(CORPORATE PRINCIPALS SIGN HERE)

_____ (SEAL)

By _____ (SEAL)

Attest:

(SURETY SIGN HERE)

_____ (SEAL)

_____ (SEAL)

**BID DOCUMENTS
FOR
DEMOLITION OF 1121 NORTH AVENUE
TRI-COG LAND BANK SPECIFICATION NO. 1121 NORTH AVENUE - 02**

The bidder must set forth in detail below any exceptions to the form of contract which is set forth in Attachment 5 of this RFB. Such exceptions should refer to the agreement by section number and state the language to which the bidder takes exception, together with proposed alternate language. As an alternative, bidders may provide a legible mark-up of the agreement document.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

ATTACHMENT 9

**BID DOCUMENTS
FOR**

**DEMOLITION OF 1121 NORTH AVENUE
TRI-COG LAND BANK SPECIFICATION NO. 1121 NORTH AVENUE - 02**

PWSA MANUAL

PROCEDURES MANUAL FOR DEVELOPERS

CHAPTER 3 – TAP TERMINATIONS

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PROCEDURES MANUAL FOR DEVELOPERS

CHAPTER 3 – TAP TERMINATIONS

All connections to PWSA public facilities (sanitary sewers, combination sewers, storm sewers, and water mains) owned by the PWSA, which are abandoned, proposed to be abandoned, or otherwise not in use or service, must be terminated at the connection to the PWSA owned facilities per PWSA details, specifications, and/or standards at the property owner or developer's expense. This includes but is not limited to restoration of public and private streets, sidewalks, utilities, or paving and landscaping or demolition of structures. For a water service that is located but not in use, the developer has the option of termination or installing a meter.

3.1 Tap Termination Permit Form

If terminating a water or sewer tap is the only proposed change and no new taps are proposed, then the applicant must complete Form TERM– Tap Termination Permit Form. The Tap Termination Permit Form provides the PWSA with information such as the service address of the customer, the type of tap(s), and method(s) of termination. A sample of the permit form can be found in Appendix D. Tap termination drawings are required when the applicant proposes to terminate **two** or more taps or the termination involves more than two lots. PWSA reserves the right to determine when and where a tap termination plan(s) will need to be submitted.

One single family residence can submit an 8 ½" x 11" plot plan drawn to scale noting tap termination location(s), complete with related details. All others must submit as noted below (unless otherwise directed). A Termination Permit Form must be completed as per PWSA regulations and fees paid for all terminations before the work can proceed. All applicants must sign page one of the Form. If no termination drawings are required, then the applicant will pay the termination fee to the PWSA permit counter staff before commencing the termination work. Upon request, the PWSA permit counter staff will provide the applicant with the appropriate standard PWSA details for terminations. Forms and details are available in the appendices of this manual or online at www.pgh2o.com/developer-manual.

3.2 Termination Drawings

If termination drawings are required, then the applicant will be required to complete the termination drawing checklist and sign page one of the permit form. Upon request, the PWSA permit counter staff will provide the applicant with the appropriate standard PWSA details for terminations. Sewer termination details can be found in Appendix E and water termination details can be found in Appendix G. The applicable standard details must be shown on the applicant's drawings. The applicant should note on the drawing any existing account number(s) and/or meter number(s). Once the drawings are complete, the applicant must submit the drawings and both pages of the Form to the PWSA permit counter. If the PWSA approves the drawings and Form, then the applicant will pay the termination fee(s) before the work can proceed.

3.3 Termination Procedure

PWSA must field verify the termination of the existing connection(s). **The applicant shall notify PWSA three working days in advance of the proposed termination date. A PWSA inspector must be on site during the termination procedure and witness said terminations(s) and pipe zone backfilling.** Notification point of contact is the PWSA Sewer/Service Section at (412) 231-0891 or (412) 231-0892. Removal of existing private portions of abandoned or unused sewer laterals and/or abandoned or unused private water service lines is the responsibility of the property owner. Absent the written agreement of the PWSA to the contrary, should the PWSA be required to remove a property owner's abandoned sewer lateral(s) and/or abandoned or unused water service lines, the total PWSA cost of that removal shall invoice and/or lien said property. In the case of water service lines for fire or domestic use, once the service is terminated, the applicant shall return the meter and remote reading device to PWSA and provide PWSA with said meter and account numbers and the service addresses. Failure to return meter and account number/service address will have developer subject to continued billing on accounts.

Note: Please be advised there could be ferrule charges billed for unremoved taps.

3.3.1 Trenchless Technology

If the applicant proposes to terminate a sanitary or storm sewer connection using trenchless technology, then the applicant must submit shop drawings and calculations for method to be used and conduct NASSCO certified closed-circuit televised video (CCTV) inspections of the public sewer before and after the termination(s). Copies of the videos and related report information must be submitted to the PWSA. All CCTV inspection must be compatible with PWSA electronic media and adhere to current PWSA standards.

ATTACHMENT 10

**BID DOCUMENTS
FOR
DEMOLITION OF 1121 NORTH AVENUE
TRI-COG LAND BANK SPECIFICATION NO. 1121 NORTH AVENUE - 02
PREVAILING WAGE DETERMINATION**

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project Name:	Demolition of 1121 North Avenue
Awarding Agency:	Tri-COG Land Bank
Contract Award Date:	12/15/2019
Serial Number:	19-08175
Project Classification:	Building/Heavy/Highway
Determination Date:	11/25/2019
Assigned Field Office:	Pittsburgh
Field Office Phone Number:	(412)565-5300
Toll Free Phone Number:	(877)504-8354
Project County:	Allegheny County

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 19-08175 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	8/1/2017		\$36.66	\$24.25	\$60.91
Asbestos & Insulation Workers	8/1/2018		\$37.11	\$24.80	\$61.91
Asbestos & Insulation Workers	8/1/2019		\$38.16	\$25.75	\$63.91
Boilermakers	6/1/2016		\$40.90	\$27.61	\$68.51
Bricklayer	12/1/2017		\$31.69	\$22.15	\$53.84
Bricklayer	12/1/2018		\$32.35	\$22.49	\$54.84
Bricklayer	6/1/2019		\$32.75	\$22.79	\$55.54
Bricklayer	12/1/2019		\$33.25	\$22.99	\$56.24
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2017		\$33.01	\$16.63	\$49.64
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2018	5/31/2019	\$33.75	\$17.34	\$51.09
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2019	5/31/2020	\$34.72	\$17.82	\$52.54
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2020	5/31/2021	\$35.48	\$18.56	\$54.04
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2021		\$36.23	\$19.31	\$55.54
Cement Mason/Concrete Finisher	6/1/2017	5/31/2018	\$29.52	\$18.39	\$47.91
Cement Mason/Concrete Finisher	6/1/2018	5/31/2019	\$30.27	\$18.99	\$49.26
Cement Mason/Concrete Finisher	6/1/2019		\$31.27	\$19.39	\$50.66
Drywall Finisher	6/1/2017		\$27.80	\$19.14	\$46.94
Drywall Finisher	6/1/2018		\$28.10	\$19.99	\$48.09
Drywall Finisher	6/1/2019	5/31/2020	\$29.10	\$20.49	\$49.59
Drywall Finisher	6/1/2020	5/31/2021	\$30.10	\$20.89	\$50.99
Drywall Finisher	6/1/2021	5/31/2022	\$31.00	\$21.39	\$52.39
Drywall Finisher	6/1/2022		\$32.00	\$21.89	\$53.89
Electricians & Telecommunications Installation Technician	12/23/2017		\$39.76	\$26.44	\$66.20
Electricians & Telecommunications Installation Technician	12/22/2018		\$41.74	\$26.44	\$68.18
Electricians & Telecommunications Installation Technician	12/22/2019		\$44.46	\$26.44	\$70.90
Elevator Constructor	1/1/2018		\$47.22	\$33.00	\$80.22
Glazier	9/1/2017		\$28.00	\$22.60	\$50.60
Glazier	9/1/2018		\$28.62	\$23.23	\$51.85
Glazier	9/1/2019		\$30.50	\$24.40	\$54.90
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2017		\$33.54	\$30.24	\$63.78
Iron Workers	6/1/2018		\$34.49	\$31.17	\$65.66
Iron Workers	6/1/2019		\$35.49	\$32.30	\$67.79
Laborers (Class 01 - See notes)	1/1/2018		\$22.32	\$16.67	\$38.99
Laborers (Class 01 - See notes)	1/1/2019		\$22.37	\$17.67	\$40.04
Laborers (Class 01 - See notes)	1/1/2020		\$26.42	\$14.67	\$41.09
Laborers (Class 01 - See notes)	1/1/2021		\$27.47	\$14.67	\$42.14
Laborers (Class 02 - See notes)	1/1/2018		\$22.47	\$16.67	\$39.14
Laborers (Class 02 - See notes)	1/1/2019		\$22.52	\$17.67	\$40.19

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 19-08175 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 02 - See notes)	1/1/2020		\$26.57	\$14.67	\$41.24
Laborers (Class 02 - See notes)	1/1/2021		\$27.62	\$14.67	\$42.29
Laborers (Class 03 - See notes)	1/1/2018		\$22.60	\$16.67	\$39.27
Laborers (Class 03 - See notes)	1/1/2019		\$22.65	\$17.67	\$40.32
Laborers (Class 03 - See notes)	1/1/2020		\$26.70	\$14.67	\$41.37
Laborers (Class 03 - See notes)	1/1/2021		\$27.75	\$14.67	\$42.42
Laborers (Class 04 - See notes)	1/1/2018		\$23.07	\$16.67	\$39.74
Laborers (Class 04 - See notes)	1/1/2019		\$23.12	\$17.67	\$40.79
Laborers (Class 04 - See notes)	1/1/2020		\$27.17	\$14.67	\$41.84
Laborers (Class 04 - See notes)	1/1/2021		\$28.22	\$14.67	\$42.89
Landscape Laborer (Skilled)	1/1/2018		\$21.01	\$15.31	\$36.32
Landscape Laborer (Skilled)	1/1/2019		\$21.44	\$16.08	\$37.52
Landscape Laborer (Skilled)	1/1/2020		\$21.64	\$16.98	\$38.62
Landscape Laborer (Tractor Operator)	1/1/2018		\$21.31	\$15.31	\$36.62
Landscape Laborer (Tractor Operator)	1/1/2019		\$21.74	\$16.08	\$37.82
Landscape Laborer (Tractor Operator)	1/1/2020		\$21.94	\$16.98	\$38.92
Landscape Laborer	1/1/2018		\$20.59	\$15.31	\$35.90
Landscape Laborer	1/1/2019		\$21.02	\$16.08	\$37.10
Landscape Laborer	1/1/2020		\$21.22	\$16.98	\$38.20
Millwright	6/1/2017		\$39.83	\$18.57	\$58.40
Operators (Class 01 - see notes)	6/12/2017		\$34.49	\$20.15	\$54.64
Operators (Class 01 - see notes)	6/1/2018		\$35.09	\$20.95	\$56.04
Operators (Class 01 - see notes)	6/1/2019		\$35.69	\$21.75	\$57.44
Operators (Class 01 - see notes)	6/1/2020		\$36.39	\$22.55	\$58.94
Operators (Class 01 - see notes)	6/1/2021		\$37.09	\$23.35	\$60.44
Operators (Class 02 -see notes)	6/12/2017		\$29.58	\$20.15	\$49.73
Operators (Class 02 -see notes)	6/1/2018		\$29.90	\$20.95	\$50.85
Operators (Class 02 -see notes)	6/1/2019		\$30.22	\$21.75	\$51.97
Operators (Class 02 -see notes)	6/1/2020		\$30.62	\$22.55	\$53.17
Operators (Class 02 -see notes)	6/1/2021		\$31.02	\$23.35	\$54.37
Operators (Class 03 - See notes)	6/12/2017		\$28.25	\$20.15	\$48.40
Operators (Class 03 - See notes)	6/1/2018		\$28.46	\$20.95	\$49.41
Operators (Class 03 - See notes)	6/1/2019		\$28.67	\$21.75	\$50.42
Operators (Class 03 - See notes)	6/1/2020		\$28.95	\$22.55	\$51.50
Operators (Class 03 - See notes)	6/1/2021		\$29.23	\$23.35	\$52.58
Painters Class 6 (see notes)	6/1/2017		\$27.50	\$18.66	\$46.16
Painters Class 6 (see notes)	6/1/2018		\$28.00	\$19.36	\$47.36
Painters Class 6 (see notes)	6/1/2019		\$28.50	\$20.06	\$48.56
Pile Driver Divers (Building, Heavy, Highway)	1/1/2018		\$50.33	\$18.55	\$68.88
Pile Driver Divers (Building, Heavy, Highway)	1/1/2019		\$51.45	\$19.30	\$70.75
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Plasterers	6/1/2017		\$28.79	\$15.79	\$44.58
Plasterers	6/1/2017		\$28.79	\$15.79	\$44.58

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 19-08175 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Plasterers	6/1/2018		\$28.74	\$16.84	\$45.58
Plasterers	6/1/2019		\$29.78	\$17.20	\$46.98
plumber	6/1/2018		\$40.85	\$21.77	\$62.62
plumber	6/1/2019		\$43.00	\$21.77	\$64.77
plumber	6/1/2020		\$45.15	\$21.77	\$66.92
plumber	6/1/2021		\$47.25	\$21.77	\$69.02
plumber	6/1/2022		\$49.35	\$21.77	\$71.12
Plumbers	6/1/2017		\$39.20	\$21.27	\$60.47
Pointers, Caulkers, Cleaners	12/1/2017		\$29.88	\$18.73	\$48.61
Pointers, Caulkers, Cleaners	6/1/2019		\$31.38	\$19.44	\$50.82
Pointers, Caulkers, Cleaners	12/1/2019		\$31.93	\$19.64	\$51.57
Roofers	6/1/2017		\$31.00	\$15.17	\$46.17
Roofers	6/1/2018		\$31.00	\$16.42	\$47.42
Roofers	6/1/2019		\$34.83	\$13.84	\$48.67
Roofers	6/1/2020		\$36.08	\$13.84	\$49.92
Sheet Metal Workers	7/1/2017		\$33.70	\$27.74	\$61.44
Sheet Metal Workers	7/1/2018		\$34.47	\$28.08	\$62.55
Sprinklerfitters	1/1/2017		\$35.42	\$20.52	\$55.94
Sprinklerfitters	7/1/2017		\$36.42	\$20.52	\$56.94
Steamfitters	6/1/2017		\$41.71	\$19.01	\$60.72
Steamfitters	6/1/2018		\$40.55	\$22.67	\$63.22
Stone Masons	12/1/2017		\$32.66	\$21.41	\$54.07
Stone Masons	6/1/2019		\$33.72	\$22.05	\$55.77
Stone Masons	12/1/2019		\$34.22	\$22.25	\$56.47
Terrazzo Finisher	12/1/2017		\$31.08	\$15.85	\$46.93
Terrazzo Finisher	6/1/2019		\$32.01	\$16.52	\$48.53
Terrazzo Finisher	12/1/2019		\$32.37	\$16.74	\$49.11
Terrazzo Mechanics	12/1/2017		\$30.57	\$17.91	\$48.48
Terrazzo Mechanics	6/1/2019		\$31.31	\$18.67	\$49.98
Terrazzo Mechanics	12/1/2019		\$31.79	\$18.92	\$50.71
Tile Finisher	12/1/2017		\$25.16	\$14.90	\$40.06
Tile Finisher	6/1/2019		\$25.69	\$15.65	\$41.34
Tile Finisher	12/1/2019		\$26.00	\$15.86	\$41.86
Tile Setter	12/1/2017		\$30.75	\$19.05	\$49.80
Tile Setter	6/1/2019		\$31.47	\$20.03	\$51.50
Tile Setter	12/1/2019		\$31.91	\$20.24	\$52.15
Truckdriver class 1(see notes)	1/1/2016		\$27.62	\$16.60	\$44.22
Truckdriver class 2 (see notes)	1/1/2016		\$27.75	\$16.69	\$44.44
Truckdriver class 3 (see notes)	1/1/2016		\$28.23	\$16.98	\$45.21
Window Film / Tint Installer	10/1/2019		\$25.00	\$2.63	\$27.63

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 19-08175 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2018	12/31/2018	\$33.17	\$17.77	\$50.94
Carpenter	1/1/2019		\$34.02	\$18.42	\$52.44
Carpenter Welder	1/1/2018	12/31/2018	\$34.12	\$17.77	\$51.89
Carpenter Welder	1/1/2019		\$34.97	\$18.42	\$53.39
Cement Finishers	1/1/2018		\$31.04	\$19.90	\$50.94
Cement Finishers	1/1/2019		\$31.94	\$20.50	\$52.44
Electric Lineman	5/29/2017		\$45.24	\$24.23	\$69.47
Electric Lineman	5/28/2018		\$46.29	\$25.26	\$71.55
Electric Lineman	5/27/2019		\$47.38	\$26.30	\$73.68
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2017		\$33.54	\$30.24	\$63.78
Laborers (Class 01 - See notes)	1/1/2018		\$24.85	\$22.35	\$47.20
Laborers (Class 01 - See notes)	1/1/2019		\$24.85	\$23.85	\$48.70
Laborers (Class 02 - See notes)	1/1/2018		\$25.01	\$22.35	\$47.36
Laborers (Class 02 - See notes)	1/1/2019		\$25.01	\$23.85	\$48.86
Laborers (Class 03 - See notes)	1/1/2018		\$25.40	\$22.35	\$47.75
Laborers (Class 03 - See notes)	1/1/2019		\$25.40	\$23.85	\$49.25
Laborers (Class 04 - See notes)	1/1/2018		\$25.85	\$22.35	\$48.20
Laborers (Class 04 - See notes)	1/1/2019		\$25.85	\$23.85	\$49.70
Laborers (Class 05 - See notes)	1/1/2018		\$26.26	\$22.35	\$48.61
Laborers (Class 05 - See notes)	1/1/2019		\$26.26	\$23.85	\$50.11
Laborers (Class 06 - See notes)	1/1/2018		\$23.10	\$22.35	\$45.45
Laborers (Class 06 - See notes)	1/1/2019		\$23.10	\$23.85	\$46.95
Laborers (Class 07 - See notes)	1/1/2018		\$25.85	\$22.35	\$48.20
Laborers (Class 07 - See notes)	1/1/2019		\$25.85	\$23.85	\$49.70
Laborers (Class 08 - See notes)	1/1/2018		\$27.35	\$22.35	\$49.70
Laborers (Class 08 - See notes)	1/1/2019		\$27.35	\$23.85	\$51.20
Operators (Class 01 - see notes)	1/1/2018		\$31.29	\$20.78	\$52.07
Operators (Class 01 - see notes)	1/1/2019		\$31.89	\$21.68	\$53.57
Operators (Class 02 -see notes)	1/1/2018		\$31.03	\$20.78	\$51.81
Operators (Class 02 -see notes)	1/1/2019		\$31.63	\$21.68	\$53.31
Operators (Class 03 - See notes)	1/1/2018		\$27.38	\$20.78	\$48.16
Operators (Class 03 - See notes)	1/1/2019		\$27.98	\$21.68	\$49.66
Operators (Class 04 - See notes)	1/1/2018		\$26.92	\$20.78	\$47.70
Operators (Class 04 - See notes)	1/1/2019		\$27.52	\$21.68	\$49.20
Operators (Class 05 - See notes)	1/1/2018		\$26.67	\$20.78	\$47.45
Operators (Class 05 - See notes)	1/1/2019		\$27.27	\$21.68	\$48.95
Painters Class 1 (see notes)	6/1/2017		\$31.85	\$18.66	\$50.51
Painters Class 1 (see notes)	6/1/2017		\$31.98	\$18.43	\$50.41
Painters Class 1 (see notes)	6/1/2018		\$32.50	\$19.36	\$51.86
Painters Class 1 (see notes)	6/1/2019		\$33.15	\$20.06	\$53.21
Painters Class 2 (see notes)	6/1/2017		\$33.95	\$18.66	\$52.61
Painters Class 2 (see notes)	6/1/2018		\$34.60	\$19.36	\$53.96
Painters Class 2 (see notes)	6/1/2019		\$35.25	\$20.06	\$55.31
Painters Class 3 (see notes)	6/1/2017		\$33.95	\$18.66	\$52.61

**BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES**

Project: 19-08175 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Painters Class 3 (see notes)	6/1/2017		\$27.58	\$18.48	\$46.06
Painters Class 3 (see notes)	6/1/2018		\$34.60	\$19.36	\$53.96
Painters Class 3 (see notes)	6/1/2019		\$35.25	\$20.06	\$55.31
Painters Class 4 (see notes)	6/1/2017		\$27.16	\$18.66	\$45.82
Painters Class 4 (see notes)	6/1/2018		\$27.68	\$19.36	\$47.04
Painters Class 4 (see notes)	6/1/2019		\$28.20	\$20.06	\$48.26
Painters Class 5 (see notes)	6/1/2017		\$22.07	\$18.66	\$40.73
Painters Class 5 (see notes)	6/1/2018		\$22.49	\$19.36	\$41.85
Painters Class 5 (see notes)	6/1/2019		\$22.91	\$20.06	\$42.97
Pile Driver Divers (Building, Heavy, Highway)	1/1/2018		\$50.33	\$18.55	\$68.88
Pile Driver Divers (Building, Heavy, Highway)	1/1/2019		\$51.45	\$19.30	\$70.75
Piledrivers	1/1/2018		\$33.55	\$18.55	\$52.10
Piledrivers	1/1/2019		\$34.30	\$19.30	\$53.60
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		\$40.98	\$32.53	\$73.51
Truckdriver class 1(see notes)	1/1/2018		\$28.52	\$18.40	\$46.92
Truckdriver class 1(see notes)	1/1/2019		\$28.99	\$19.43	\$48.42
Truckdriver class 2 (see notes)	1/1/2018		\$28.66	\$18.48	\$47.14
Truckdriver class 2 (see notes)	1/1/2019		\$29.13	\$19.51	\$48.64
Truckdriver class 3 (see notes)	1/1/2018		\$29.13	\$18.78	\$47.91
Truckdriver class 3 (see notes)	1/1/2019		\$29.59	\$19.82	\$49.41