FY 2026-2 DEMOLITION AND SITE CLEARANCE PROJECT

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A. INTRODUCTION –

The City of Johnstown, PA has issued an Invitation to Bidders and Advertised for BIDS for demolition and site clearance work for sixteen (16) properties located in the City of Johnstown.

A list of these sixteen (16) properties by street address, tax parcel number and description is in the Special Conditions Section.

Bids are done on or before 8:00 AM (prevailing time), Wednesday, October 7th, 2026 in the Office of the City of Johnstown's Department of Community and Economic Development. These offices are located on the second floor of the Johnstown City Hall, 401 Main Street, Johnstown, PA 15901.

All interested bidders are encouraged to bid. The City of Johnstown is an equal opportunity employer and as such does not discriminate in its hiring, bidding and practices.

INVITATION FOR BID

CDBG DEMOLITION PROJECT 2026-2

To: Qualified Contractors

From: Department of Community and Economic Development
City of Johnstown, Cambria County, Pennsylvania

Date: 9/23/26

Re: Invitation for Demolition bid

The City of Johnstown is soliciting an invitation for Bids from qualified demolition contractor(s) for the **FY 2026-2** CDBG Program funded by HUD.

- Proposal packets will be available for qualified contractors.
- Interested and eligible contractors will assess the individual properties and provide a bid for the scope of work needed for demolition.
- Bid proposals will be accepted at the Community and Economic Development Office located at 401 Main Street, Second Floor, Johnstown, PA 15901, no later than 14 days following the notice to bid.
- The decision to award the contract(s) will be based on the cost, time schedule, and the ability to perform successfully under the terms and conditions of the proposed procurement.
- Only complete proposal packages will be considered.
- Both successful and unsuccessful bidders will be notified in writing of results no later than thirty days following the bid closing.
- Successful bidders can/will be awarded one or more project(s).

Sealed proposals must be received by 8:00 AM on Wednesday, October 7th, 2026 and will be read aloud. Only proposals received by this date and time will be considered. Bids received late or incomplete will be returned unopened. Proposals will be opened in the presence of witnesses in the Community and Economic Development Office. For further information, contact John Rutledge, DCED Director by phone at (814) 539-2504, Extension 110, or via email at jrutledge@johnstownpa.gov with any questions.

The City reserves the right to reject any and all bids.

ADVERTISEMENT FOR BIDS

CDBG DEMOLITION PROJECT 2026-2

The City of Johnstown will receive sealed bids for the FY 2026-1 and FY 2026-2 CDBG Demolition Projects.

Separate bid proposals shall be submitted for CDBG Demolition Project 2026-1 and CDBG Demolition Project 2026-2. Contractors may submit bids for either or both projects.

Sealed bids will be received in the Community and Economic Development Office, Johnstown City Hall, Room 104, 401 Main Street, Johnstown, PA 15901 until 8:00 AM, Wednesday, October 7th, 2026. All bids will be publicly opened and read aloud at that time in the first-floor conference room of City Hall.

Scope of Work:

CDBG Demolition Project 2026-1: The removal and legal disposal of the material and debris from the demolition of seventeen (17) residential buildings.

CDBG Demolition Project 2026-2: The removal and legal disposal of the material and debris from the demolition of sixteen (16) residential buildings.

A more detailed Scope of Work, project descriptions, and contract documents for bidding purposes may be obtained from the Community and Economic Development Office as mentioned above. Addenda, if any, will be issued only to those contractors whose name and fax number are on record as having obtained these documents.

A certified check or bank draft, payable to the City of Johnstown, or bid bond in the amount of 10% of the total bid amount for each project shall be submitted with each bid as a guarantee that if the proposal is accepted and awarded, a contract shall be entered. The successful bidder must furnish 100% Performance, Labor and Materials Bonds, along with the proper insurance, City Permits, and filing of a no-lien agreement, before being awarded the contract.

The City of Johnstown reserves the right to reject any and all bids, to re-advertise or to waive any informalities in the bidding. Bids may be held by the City of Johnstown for a period of not-to-exceed sixty (60) days from the date of opening of the bids for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to awarding of the contract.

Bid proposal documents for each project shall be enclosed in an envelope (outer and inner), both of which shall be sealed and clearly labeled with the applicable project name: **"Proposal for CDBG Demolition Project 2026-1"** and/or **"Proposal for CDBG Demolition Project 2026-2"** The bidder shall be responsible for the placement of the firm's name on the outside of the bid envelopes.

All bidders are encouraged to contact John Rutledge, DCED Director, by phone at (814) 539-2504, Extension 110, or via email at jrutledge@johnstownpa.gov with any questions.

John Rutledge, Director
Community and Economic Development
City of Johnstown, PA

INSTRUCTIONS TO BIDDERS

1. USE OF CONTRACT DOCUMENTS

These contract documents include a complete set of bidding and contract forms which are for the convenience of bidders.

2. INTERPRETATIONS OF ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the contract documents or any part thereof. Every request for such interpretation shall be made in writing to the City of Johnstown Community and Economic Development Department, (DCED). Any inquiry received seven or more days prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the contract documents and when issued will be on file in the office of the DCED at least five days before bids are opened. In addition, all addenda (s) will be mailed to each person holding contract documents, but it shall be the bidder's responsibility to make inquiry as to the addenda (s) issued. All such addenda (s) shall become part of the contract documents and all bidders shall be bound by such addenda (s), whether or not received by the bidders.

3. INSPECTION OF SITE

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to the demolition and/or site clearance and should inform himself as to the restrictions attending the performance of the contract. The bidder shall thoroughly examine and familiarize himself with the site plan and contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the DCED will be justified in rejecting any claim based on facts regarding which he should have been aware of or noticed as a result thereof.

4. RELEASE OF BUILDINGS: SEQUENCE OF WORK

Bidders are referred to the **SPECIAL CONDITIONS** for information regarding the manner in which the buildings will be released, the site made available for demolition purposes, and the sequence in which the demolition purposes, and the sequence in which the demolition work will be performed.

5. ALTERNATIVE BIDS

No alternative bids will be considered unless specifically requested.

a. All bids must be submitted on forms supplied by the City of Johnstown and shall be subject to all requirements of the contract documents. All Bids must be regular in every respect and no interline actions, excisions, or special conditions shall be made or included in the bid form by the bidder.

b. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit

and the Statement of Bidders Qualifications shall be enclosed in envelopes (outer and inner) both of which shall be sealed and clearly labeled with the words (Demolition and Site Clearance Bid Documents), Project Name, Name of Bidder, Date, and Time of Bid Opening in order to guard against premature opening of the bid.

c. The City of Johnstown may consider as irregular any bid on which there is an alteration of or departure from the bid form hereto attached and at its option may reject the same.

d. The City may award multiple contracts. Each contract will be awarded by the City of Johnstown to a responsible bidder on the basis of the individual bid prices and which is the most favorable to the City of Johnstown. The contracts will require the completion of all work according to the contract documents.

e. Each bidder shall include in his bid, in the appropriate spaces therefore, the estimated cost of performing the work of demolition and site clearance for each property, including all items of overhead and credit for salvaged materials.

f. Each bidder shall include in his bid the following information:

Principals:
Name
Social Security Number
Home Address, including City, State and Zip Code

Firm:
Name
Treasury Number (FEIN)
City, State and Zip Code

6. BID GUARANTY

(a) The bid must be accompanied by a Bid Guaranty which shall not be less than ten percent (10%) of the total estimated cost of demolition and site clearance including all items of overhead and without credit for salvaged materials. At the option of the bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a bid bond in the form attached. The bid bond shall be secured by a guaranty or surety company listed in the latest issue of U.S. Treasury Circular 570 and is authorized to do business in the Commonwealth of Pennsylvania. The amount of such bid bond shall be within the maximum amount specified for such company in said Circular 570. No bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be payable to the order of the **City of Johnstown**. Cash Deposits Will Not Be Accepted. The bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the contract documents.

(b) Revised bids submitted before the opening of bids, whether forwarded by mail, fax or telegram, if representing an increase in excess of two percent (2%) of the

original bid, must have the bid guaranty adjusted accordingly; otherwise the bid will not be considered.

(c) Certified checks or bank drafts, or the amount thereof, bid bonds, and negotiable U.S. Government Bonds of unsuccessful bidders will be returned as soon as practicable after the opening of the bids.

7. COLLUSIVE AGREEMENTS

(a) Each bidder submitting a bid to the City of Johnstown for any portion of the work contemplated by the documents on which bidding is based shall execute, and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not colluded with any other person, firm, or corporation in regard to any bid submitted.

(b) Before executing any sub-contract the successful bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section 103, SUBCONTRACTS, UNDER GENERAL CONDITIONS, PART I.

8. STATEMENT OF BIDDERS QUALIFICATIONS

Each bidder shall, upon request of the City of Johnstown, submit on the form furnished for that purpose, a copy of which is included in the contract documents, a statement of the bidder's qualifications, his demolition experience, and his organization and equipment available for the work contemplated; and, when specifically requested by the City of Johnstown, a detailed financial statement. The City of Johnstown shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish the City of Johnstown and such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City of Johnstown that the bidder is qualified to carry out properly the terms of the contract.

9. CORRECTIONS

Erasures or other changes in the bid must be explained or noted over the signature of the bidder.

10. TIME FOR RECEIVING BIDS

(a) Bids received prior to the advertising time of opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of other bids is completed, and it is shown to the satisfaction of the City of Johnstown that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and

considered.

(b) Bidders are cautioned that, while faxed modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to the misinterpretation, shall make the bid so modified or amended subject to rejection.

11. OPENING OF BIDS

At the time and place fixed for the opening of bids, the City of Johnstown will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective or any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

12. WITHDRAWAL OF BIDS

Bids may be withdrawn in writing or faxed by the Bidder in time for delivery in the normal course or business prior to the time faxed for bid opening; provided, that written confirmation of any faxed withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

13. AWARD OF CONTRACTS

(a) The Contract will be awarded to:

(1) The lowest responsible bidder complying with the conditions of the Instruction to Bidders, if the City of Johnstown pays the Bidder, provided such bid is reasonable and it is to the interest of the City of Johnstown to accept it; or

(2) In those cases where the bidder pays the City of Johnstown (where the bidder is bidding to buy salvage), the highest responsible bidder complying with the conditions of the Instructions to Bidders provided it is to the interest of the City of Johnstown to accept it.

(b) The City of Johnstown reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in its interest. The bidder to whom the award is made will be notified at the earliest possible date.

(c) The City of Johnstown reserves the right to reject any bid from any bidder which it deems to be unqualified or not responsible to perform the work described in the contract, regardless of whether such bidder submits the lowest bid. The City of Johnstown may consider the fact that a bidder does not habitually perform with their own forces the major portions of the work involved in the demolition and site clearance process, in its determination of whether such bidder is qualified or a responsible bidder.

14. EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND

(a) Within fifteen (15) days of written notification of the award of the bid the City of Johnstown and having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified herein, furnish a surety bond in a penalty sum of not less than the amount of the estimated cost of demolition and site clearance including all items of overhead, and without credit for salvaged materials, as set out in the accepted proposal as security for the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services, employed or used by him in performing the work. Such bond shall bear the same date as, or a date subsequent to, that of the agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be signed by a guaranty or surety company listed in the latest issue of the U.S. Treasury Circular 570 and authorized to do business in the Commonwealth of Pennsylvania and the penalty sum shall be within the maximum specified for such company in said Circular 570.

(b) The failure of the successful bidder to supply the required bond or bonds within fifteen (15) days, or within such extended period as the City of Johnstown may grant, based upon reasons determined sufficient by the City of Johnstown, shall constitute a default, and the City of Johnstown may either award the contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the Bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. In the event a more favorable bid is received through re-advertising, the defaulting bidder hereby waives any and all claims or causes of action it may have against the City of Johnstown arising from the bid/award process including, but not limited to, any rights it may have to a refund of any monies from the City of Johnstown for or relating to this Agreement, or the bidding process.

(c) Upon completion of the project the contractor shall submit a maintenance bond to the City of Johnstown in the amount of the total project cost. Said bond shall be in effect for one (1) year from the date of acceptance of the completed project by the City of Johnstown.

15. WAGES AND SALARIES

(a) Attention of Bidders is particularly directed to the requirement concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees.

(b) The rates of pay set forth in the Davis-Bacon Prevailing Wage Rates are the minimum to be paid during the term of the Contract. It is, therefore, the responsibility of Bidders to inform themselves as to the local labor conditions such as the length of work day and work week, overtime compensation, health and

welfare contributions, labor supply and prospective changes or adjustment of rates.

16. EQUAL EMPLOYMENT OPPORTUNITY

(a) Attention of Bidders is particularly directed to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

(b) Attention of Bidders is also particularly directed to the requirements for ensuring that, to the greatest extent feasible, in connection with work covered by this Contract, opportunities for training and employment be made available to lower income residents of the Project Area and the Contract work shall be awarded to business concerns which are located in or owned in substantial part by residents of the Project Area.

17. ACCEPTANCE/REJECTION OF BIDS

The City of Johnstown reserves the right to reject any and all bids for the demolition work to be performed. In the event the demolition work subject to this bidding process is to be carried out on more than one site within the City of Johnstown, then the City reserves the right to award such bids on a per site basis, based upon the proposed demolition cost bid for each site.

GENERAL CONDITIONS
PART I

101. DEFINITIONS

Wherever used in any of the contract documents, the following meanings shall be given to the terms herein defined:

a. The term “Contract” executed by the City of Johnstown and the Contractor, of which these GENERAL CONDITIONS, PART I, are a part.

b. The term “DCED” means the Department of Community and Economic Development which is authorized to undertake this contract.

c. The term “Contractor” means the person, firm or corporation entering into the contract with the City of Johnstown to perform the work of demolition and site clearance for the project.

d. The term “Demolition Sites” mean the specific properties on the Location Plan within which the work of Demolition and Site Clearance is to be performed under this agreement.

e. The term “Operator” means any individual in physical control of powered equipment or explosives when being used to perform excavation or demolition work.

f. The term “User” means the public utility, Municipal Corporation, municipality, authority, electric company or other person who or which uses a line to provide service to one or more consumers.

g. The term “Local Government” means the City of Johnstown within which the project area (s) is situated.

h. The term “Contract Documents” means and shall include the following:

Demolition Agreement, Addenda (if applicable), Demolition Site Location Map (s), Schedule of Properties to be Demolished/Cleared, Signed Copy of Bid, Non-Collusion Affidavit of Prime Bidder, Performance/Payment Bonds, DER Dump Site Letter, and Demolition Permit.

i. The term “Demolition Site Location Map” means the sketch(s) listed which shows the demolition and site clearance locations.

j. The term “Technical Specifications” means the part of the contract documents which have been duly issued by the City of Johnstown to prospective Bidders prior to time of receiving Bids.

k. The term “Addendum” or “Addenda” means any changes, revisions or clarifications of the contract documents which have been duly issued by the City of Johnstown to prospective bidders prior to time of receiving bids.

l. The term “Salvage” means all building materials, equipment, appliances, and fixtures incorporated in the buildings and structures to be demolished.

102. SUPERINTENDENCE BY CONTRACTOR

Except where the contractor is an individual and gives his personal superintendence, satisfactory to the City of Johnstown, on the work at all times during working hours with full authority to act for him. The contractor shall also provide an adequate staff for the proper coordination and expediting of his work. The contractor shall schedule the demolition and site clearance as directed by the City of Johnstown and he shall be responsible for all work executed by him under the agreement.

103. SUBCONTRACTS

The contractor shall not execute an agreement, with any subcontractor or permit any subcontractor to perform any work included in this contract, until he has submitted the following non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from the City of Johnstown.
The contractor shall be fully responsible to the City of Johnstown for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of this contract for demolition and site clearance. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the City of Johnstown.

104. OTHER CONTRACTS

The City of Johnstown may award, or may have awarded, other contracts for additional work, and the contractor shall cooperate fully with such other contractors, by scheduling his own work with that to be performed under other contracts as may be directed by the City of Johnstown. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled.

105. PAYMENTS

The City of Johnstown, before making any payment, may require the contractor to furnish releases or receipts from any or all persons performing work and supplying material or services to the contractor, or any subcontractor, if this is deemed necessary to protect its interest. The City of Johnstown, however, may make payment in part or in full to the contractor without requiring the furnishing of such releases or receipt any payments so made shall in nowise impair the obligations of any surety or sureties on any bond or bonds furnished under this contract.

106. CHANGES IN WORK

The City of Johnstown may make changes in the scope of the work required to be performed by the contractor by making additions thereto, or by omitting work therefrom, without invalidating the contract, and without relieving or releasing the contractor from any of his obligations under the contract or any guarantee given by him pursuant to the contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds provided that the total net amount of the changes does not change the contract amount by more than 25%. All such work shall be executed under the terms of the original contract unless it is expressly provided otherwise.

Except for the purpose of affording protection against any emergency endangering life or property, the contractor shall make no change in the work of demolition and site clearance, provide any extra or additional work, or supply additional labor, services or material beyond that actually required for the execution of the contract, unless in pursuance of a written order from the City of Johnstown authorizing the change. No claim for an adjustment of the contract price will be valid unless so ordered.

If applicable unit prices are not contained in the agreement or if the total net changes increase or decrease the total contract price more than twenty-five percent 25% the City of Johnstown shall before ordering the contractor to proceed with desired changes, request an itemized proposal for him covering the work involved in the change after which the procedure shall be as follows:

1. If the proposal is acceptable the City of Johnstown will prepare the change order in accordance therewith for acceptance by the contractor, and

2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the City of Johnstown may order the contractor to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as a net cost of the contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

Each change order shall include in its final form: 1) a detailed description of the change in the work; 2) the contractor’s proposal (if any) or a conformed copy thereof; 3) a definite statement as to the resulting change in the contract price and/or time; and 4) the statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

107. CLAIMS FOR EXTRA COST

If the contractor claims that any instructions by DCED or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the DCED stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

Any discrepancies which may be discovered between actual conditions and those represented by the DCED shall at once be reported to the DCED and work shall not proceed, except at the contractor's risk, until written instructions have been received by him from the DCED.

If, on the basis of the available evidence, the DCED determines that an adjustment of the contract price and/or time is justifiable, the procedure shall then be as provided for in Section 106. Changes In The Work.

108. ASSIGNMENT OR NOVATION

The contractor shall not assign or transfer, whether by an assignment or novation any of its rights, duties, benefits, obligations, liabilities or responsibilities under this contract without the written consent of the City of Johnstown; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the City of Johnstown. No assignment or novation of this contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the contractor's rights or benefits under the contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

109. DISPUTES

All disputes arising under this contract or its interpretation, except those disputes or claims covered by the Federal Labor Standards Provisions, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of dispute, be presented by the contractor to the City of Johnstown for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim together with it character and scope. In the meantime, the contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the City of Johnstown of notice thereof. The contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the City of Johnstown will be in writing and will be mailed to the contractor by registered/certified mail, return receipt requested. If the contractor does not agree with any decision of the City of Johnstown, he shall in no case allow the dispute delay the work but shall notify the City of Johnstown promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

110. TECHNICAL SPECIFICATIONS AND LOCATION PLANS

Anything mentioned in the Technical Specifications and not shown on the Demolition Location Plan and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Demolition Location Plan and Technical Specifications, the Technical

Specifications shall govern. (In case of any discrepancy in the Demolition Location Plan or Technical Specifications, the matter shall be immediately submitted to the DCED, without whose decision said discrepancy shall not be adjusted by the contractor, save only at his own risk and expense). In the event the contractor believes a conflict or discrepancy exists in the site plans or technical specifications, he shall immediately contact the DCED. Upon receipt of a written communication from the Contractor regarding such conflict or discrepancy, the DCED shall immediately resolve same and advise the Contractor, in writing, of the manner of proceeding. The Contractor hereby agrees that he shall take no action to resolve any discrepancy or conflict on his own and that he shall be fully responsible to the local government agency for any claims, causes of action or damages that arise from such actions.

111. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the contractor to make timely requests of the City of Johnstown for any additional information not already in his possession which should be furnished by the City of Johnstown under the terms of this contract, and which he will require in the planning and execution of the work. Such requests may be submitted in writing from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. The

Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this section.

112. ACCIDENT PREVENTION

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the contractor shall take or cause to be taken such additional safety and health measures as the City of Johnstown may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the “Manual of Accident Prevention in Construction” published by the “Associates General Contractors of America, Inc.” to the extent that such provisions are not in conflict with applicable local laws. The contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The contractor shall promptly furnish the City of Johnstown with reports concerning these matters. The contractor shall indemnify and save harmless the City of Johnstown from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

113. REVIEW BY CITY OF JOHNSTOWN

The City of Johnstown, its authorized representatives and agents, shall at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, and other relevant data and records pertaining to this contract, provided, however, that all instructions and approvals with respect to the work will be given to the contractor only by the City of Johnstown through its authorized representatives or agents.

114. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use or occupancy of the premises by the City of Johnstown shall constitute an acceptance of work not done in accordance with the contract or relieve the contractor of liability in respect to any express warranties or responsibility for failure to comply with terms of the contract documents. The City of Johnstown will give notice of observed noncompliance with reasonable promptness.

115. RISK OF LOSS

The City of Johnstown assumes no responsibility for the condition of existing buildings and structures and other property on the Demolition List nor for their continuance in the condition existing at the time of issuance of the Invitation for Bids or thereafter. No adjustment of contract price or allowance for any change in conditions which may occur after the Invitations for Bids has been issued, will be made.

116. REMOVAL AND SALVAGE OF EXISTING BUILDINGS

Upon execution of the contract for the work of demolition and site clearance on all or any part of the demolition area, possession and control of the buildings, structures and other property to be demolished and/or removed by the contractor, on said part or all of the project area as described in the notice to proceed, shall be deemed to be vested in the Contractor, subject to all provisions of the contract and the following:

1. No right, title property or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted or transferred to the contractor, or any person or persons, except only the license and right of entry to remove such buildings and structures in strict accordance with the contract.
2. Only such property may be salvaged by the contractor as permitted by the Land Owner and in the event of any doubt respecting the ownership of any particular property, the contractor shall request from the City of Johnstown a written statement respecting the Land Owner's ownership.
3. All salvage becomes the property of the contractor, but storage of such materials and equipment in the project area will not be permitted except for the duration of the contract and such storage shall at no time interfere with activities of the City of Johnstown or of other contractors.
4. Personal property of third persons or owners of buildings on the site shall not become the property of the contractor.
5. In the event the City of Johnstown terminates the Contractor's work during the course of the demolition project, any and all rights the Contractor may have to use, possess or control the buildings, structures, material or property subject to the demolition contract, shall likewise immediately terminate. In such event, the right to possession and control of such site shall revert to and vest in the City of Johnstown without prejudice to any claim which the City of Johnstown may have against the Contractor arising from the Contractor's default.
6. Materials left in the demolition area after acceptance of the work by the City of Johnstown shall be deemed to have been abandoned by the contractor to the City of Johnstown and title thereto shall thereupon revert to and vest in the City of Johnstown, without prejudice, however, to any claim which the City of Johnstown may have against the contractor arising from the action of the contractor in so leaving such materials on the site.

Unless otherwise specified, no dwelling structures shall be removed from the premises as a whole, or in a substantially whole condition, but all such buildings shall be demolished on the premises.

117. LIVE UTILITIES AND OTHER PROPERTY

The Contractor shall assume all responsibility for damage attributable to him to any property upon, or passing through, the project area, but excluded from the work or not given to the City of Johnstown by the Land Owner, such as utility lines, surface improvements or like items.

If disconnections of underground utility services are required to be made in public thoroughfares, the contractor shall comply with all applicable federal, state and local laws, statutes, regulations and ordinances regulating the barricading of streets and construction in open places.

It is the Contractor's responsibility to make sure that all utilities are disconnected and capped at the property line prior to commencing any demolition or salvage work. The Contractor is also responsible for notification of “Call 1”.

118. COMPLIANCE WITH PA ACT 172 OF 1986, AS AMENDED

The Contractor shall be responsible for the protection of all underground utility lines as specified in PA Act 172 of 1986.

SPECIAL CONDITIONS FOR DEMOLITION AND SITE CLEARANCE

1. DEMOLITION AREA:

A city map is available which shows the location of the buildings for demolition.

2. TIME FOR COMPLETION:

See the following section “Schedule of Buildings” for time of completion of the project. The overall project will be completed within ninety (90) days from the date that the “Notice to Proceed” is issued. No individual building may take more than thirty (30) days from the date of its “Notice to Proceed” for completion of the demolition of that property.

3. RELEASE OF BUILDINGS

It is anticipated that each building or group of buildings to be demolished will be released by a “Notice to Proceed” to the Contractor. Failure by the City of Johnstown to release any building or buildings, however, shall not be grounds for any claim by the Contractor for extra compensation.

4. SCHEDULE OF BUILDINGS

The Schedule of Properties to be Demolished/Cleared shows the tax map number, street address, and description of the building for demolition and site clearance.

The work which the contractor is required to perform under the contract shall commence within fifteen (15) days after the receipt of Notice to Proceed and shall be fully completed within ninety (90) consecutive calendar days following such Notice.

Upon receipt of “Notice to Proceed”, the contractor shall have control of the progress and sequence of the demolition of the building or buildings as released, and removal and clearance of site, subject to all contract stipulations and covenants.

The buildings or structures to be demolished will be shown on the city building location map.

5. LIQUIDATED DAMAGES

a. Since it is impossible to assess accurately the damage which may be caused by delay by the contractor in completing the work required by the contract; and since actual damages may be great, owning to obligations

undertaken by the City of Johnstown with respect to the project area(s); the parties have agreed upon the sum of FIVE HUNDRED DOLLARS ($500) per day as liquidated damages, for which the contractor and his sureties shall be liable, to be paid by the contractor to the City of Johnstown for each calendar day beyond the date stipulated for completion (or as modified in accordance with the section entitled, CHANGES IN THE WORK, under GENERAL CONDITIONS, PART I) on which any part of the work required under the contract shall not have been fully and satisfactorily completed. The determination of whether the demolition work has been satisfactorily completed shall remain within the sole discretion of the City of Johnstown.

b. The City of Johnstown may accept any portion of the demolition properties if the work of demolition thereon has been satisfactorily completed and the surface of the ground brought to the condition set forth in the technical specifications, if needed to proceed with the further development of the project. The contractor shall release such areas upon the request of the City of Johnstown.

6. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the contract documents and technical specifications, the contractor shall provide and pay for the materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses incurred and all other services and facilities of every nature whatsoever necessary for this performance of the contract within the specified time.

7. COMMUNICATIONS

a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

b. Any notice to or demand upon the contractor shall be sufficiently given if delivered at the office of the contractor stated on the signature page of the agreement (or at such other office as the contractor may from time to time designate in writing to the City of Johnstown), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or faxed, to such office.

c. All papers required to be delivered to the City of Johnstown shall unless otherwise specified in writing to the contractor, be delivered to the City of Johnstown, Department of Community and Economic Development and any notice to or demand upon the City of Johnstown shall be sufficiently given if so delivered or if deposited in the United States mail in a sealed, postage-prepaid envelope, or faxed to said City of Johnstown or to such other address as the City of Johnstown may subsequently specify in writing to the contractor for such purpose.

d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of posting, or in the case of being faxed, at the time of actual receipt, as the case may be.

8. WORK NOT INCLUDED IN CONTRACT

The following are not included in the contract:

Work noted on the site plan or mentioned in the technical specifications or both, or mentioned by an addendum as not being a part of the contract.

9. CONTRACT DOCUMENTS AND SITE PLAN

The City of Johnstown will furnish the contractor without charge one (1) copy of the Contract Documents. Additional copies requested by the contractor will be furnished at cost.

(a) Demolition Agreement, Addenda, if applicable

(b) City Demolition Site Clearance Location Map (s)

(c) Schedule of Properties to be Demolished/Cleared

SCHEDULE OF PROPERTIES TO BE DEMOLISHED/CLEARED

CDBG DEMOLITION PROJECT 2026-2

Property Address	Description of Property	Tax Map Parcel #
381 Corrine Avenue Johnstown PA 15906	2 story, wood framed, residential structure. To include all structures on the lot.	90-022. -304.000
Rear 308 Oak Street Johnstown PA 15902	2 story, wood framed, residential structure. To include all structures on the lot.	77-018. -210.000
1146 Reeder Avenue Johnstown PA 15906	2 story, sided, wood framed residential structure. To include all structures on the lot.	78-013. -125.000
108 Rodgers Avenue Johnstown PA 15902	1 Story, stone/masonry, wood framed, residential structure. To include all structures on the lot.	87-041. -115.000
918 Steel Street Johnstown PA 15901	2 story, wood-framed, residential structure. To Include all structures on the lot.	80-006. -110.000
221 Figg Avenue Johnstown PA 15901	2 story, stone, wood framed, residential structure. To include all structures on the lot.	81-004. -116.000
1001 Jacoby Street Johnstown PA 15902	2 story, sided, wood-framed, residential structure. To include all structures on the lot.	87-056. -202.000
841 Ash Street Johnstown PA 15902	2 story, brick, wood-framed, residential structure. To include all structures on the lot.	77-002. -212.000
193 Ebensburg Road Johnstown PA 15902	2 story, partially sided, wood-framed, residential structure. To include all structures on the lot.	83-004. -108.000
402 Fulton Street Johnstown PA 15902	2 story, partially vinyl-sided, wood-framed, residential structure. To Include all structures on the lot.	82-005. -200.000
309 Glenn Street Johnstown PA 15906	2 story, wood-framed, residential structure. To Include all structures on the lot.	90-009. -401.000
231 New Street Johnstown PA 15901	2 story, wood-framed, residential structure. To Include all structures on the lot.	82-011. -105.000

SCHEDULE OF PROPERTIES TO BE DEMOLISHED/CLEARED

CDBG DEMOLITION PROJECT 2026-2 (Continued)

46-48 Clover Street Johnstown PA 15902	2 story, duplex style, wood-framed, residential structure. To Include all structures on the lot.	87-003. -125.000
373 Daniel Street Johnstown PA 15906	2 Story, brick, wood framed, residential structure. To include all structures on the lot.	90-027. -411.000
138 Garfield Street Johnstown PA 15906	2 story, wood-framed, residential structure. To Include all structures on the lot.	89-007. -210.000
1238 Virginia Avenue Johnstown PA 15906	2 story, wood-framed, residential structure. To Include all structures on the lot.	88-003. -114.000

MAP OF PROPERTIES - CDBG DEMOLITION PROJECT 2026-2

TECHNICAL SPECIFICATIONS

A. SCOPE

The contractor shall furnish all work, services, materials and related items necessary to complete the work specified and in the area indicated on the attached site plan. The work includes, but is not limited to, the following:

1. Rodent extermination.
2. Protecting all adjacent properties and natural features of areas to remain undamaged.
3. Demolishing and removing all posts and settings, buildings, sheds, fences, structures, porches, walls, fences, furnaces and fuel tanks on or underneath the ground.
4. Demolish and remove paved surfaces (except street sidewalks).
5. Disconnecting and sealing utilities.
6. Removing all rubbish, junk and trash from the site.
7. Providing all necessary licenses, permits and pay fees.
8. Preserving all operating utilities serving other properties and related appurtenances on site.
9. Providing adequate protection to persons and property.
10. Providing dust control.
11. Clearing and filling all wells, cisterns and similar underground structures.
12. Breaking up basement floors.
13. Demolishing and removing all above-ground masonry.
14. Backfill basements and other excavations.
15. Leaving site free of all demolition refuse, trash and junk.
16. Restoring to original grades and conditions all properties damages by any activity related to the work and taking adequate precautions to avoid settlements or cave-ins of properties higher than site; or other damage to properties lower than site.
17. After back-filling has been completed and approved by city officials, apply 3" to 4" top soil. **Rake Smooth** and seed with grass or clover, all areas with a quick germinating seed. The City will determine which type of seed to use.

B. DEMOLITION/LOCATION MAP

The Demolition Location Map forms a part of the contract documents.

C. DEMOLITION

1. Before starting the demolition work, the Contractor shall check to determine that all utility services, such as water, gas, steam, electricity and telephone are disconnected at the service main, in accordance with the rules and regulations governing the utility involved. Should any utilities be found to be connected, the Contractor shall notify the Utility Company. No work shall commence on any building before utilities are properly disconnected. All storm and sanitary sewers leading from the structures to be demolished shall be securely sealed. All active utility mains traversing the project site shall be preserved.

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

3. Before any demolition work commences, to prevent migration of rodents and other pests, thorough and efficient measure shall be pursued to exterminate them from the entire area by the Contractor as well as display appropriate warning signs in conspicuous places.

4. No work shall be performed between the hours of 6:00 p.m. and 7:00 a.m. (prevailing time), Monday through Saturday. Work is also prohibited on Sundays and legal holidays except in the case of an emergency; and without prior consent, no work shall be performed during the above prohibited periods.

5. Curbs, public sidewalks outside the lot line, and street paving are not to be disturbed. All curbs, public sidewalks and street paving damaged or disturbed by the Contractor shall be restored by the Contractor.

6. The Contractor shall furnish, erect and maintain approved danger, warning, and “Keep Out” signs at places and locations where the placing of such signs are warranted.

7. Structures shall be demolished in such manner as to avoid hazards to persons and property, interference with the use of adjacent buildings, and interruption of free passage to and from such buildings.

8. During the demolition of the buildings and structures, the work shall be kept

thoroughly wetted down, if applicable, to prevent the spread of dust, if applicable. The Contractor shall provide water and necessary connections therefor.

9. All buildings and/or other structures in the demolition area shall be completely razed to a level 12" below adjacent existing ground surface and all materials shall become the property of the Contractor and shall be removed from the site. Such razing to a level 12" below adjacent existing ground surface shall include, but not be limited to, all items such as posts, piers, fences, walls (including basement and foundation walls), sheds, steps, thresholds, except such items as are specifically noted to remain in place. All basement walls, foundation walls or partitions that are of tile or masonry construction shall be completely removed regardless of elevation.

10. Wood partitions, stairways, furnaces, piping and other equipment, rubbish and debris located in basements or cellars shall be removed from the site.

11. In buildings where there are no basements and the ground floor is of wood construction, the flooring joists and/or sleepers shall be removed. In such buildings, where the ground floor is other than wood and has space under the floor, all materials shall be removed.

12. All basement floors or other paving below grade shall be thoroughly broken up. Where the ground floor is of a slab on grade construction, such slab shall be broken up and removed.

13. Masonry walls shall be demolished in small sections. Structural steel, cast iron and heavy timber framing members shall be removed individually and carefully hauled from site.

14. Explosives shall not be used in the work except by prior written permission of the City of Johnstown and after the Contractor has obtained and exhibited all the necessary permits therefor.

15. The successful bidder, to whom the contractor is awarded, agrees hereby to indemnify and save the Board Members and Staff of the Local Public Agency, and any of its employees from all suits, actions or claims of any character, time and description brought forth or on account of any injuries or damages received or sustained by any person, persons or property by or from the successful bidder or by or in the performance of the work, or through defective workmanship or materials, or by or on account of any act, omission or misconduct of the successful bidder or any of his representatives, servants or employees.

D. FILLS

1. All basements and cellars or other areas below grade, including those on vacant lots, shall be filled to 4" above grade with sound fill and graded in such a manner as to provide adequate drainage from the filled area. No decomposable organic material or wood, glass, plaster, paper, piping, steel or other metal work or material or any unstable or combustible material shall be used in making fills, Fills shall be made or completed of clean earth borrow or granulated iron blast furnace slag. Earth mounds whereas existing on the site may be used as a source of borrow. Borrow pits extending below grade will not be permitted.

2. No basement shall be filled until an authorized representative of the City of Johnstown has approved the breaking up of any existing basement floor.

3. When the basements have been approved for backfilling, all basement floors shall be broken up into pieces not larger than 3' in the longest dimension. After the floor is broken up, any masonry partitions may be broken up into pieces not larger than 2' in the longest dimensions and used for backfill.

4. After backfilling has been completed and approved, the Contractor shall effectively seed the areas with a quick germinating grass seed and cover with any adequate layer of straw in order to ensure that grass grows over the area.

E. DEBRIS REMOVAL

1. The Contractor shall remove all debris to an approved disposal site in compliance with Act 241 (The Pennsylvania Solid Waste Management Act).

2. The successful Contractor will be responsible for providing his own dumping site (s). The City of Johnstown assumes no responsibility to the successful Demolition Contractor to provide any dumping site (s) whatsoever, this being the responsibility of said Contractor.

3. The Contractor shall submit to the City of Johnstown proof of acceptance of the debris by the operation of any approved disposal facility. The fee for debris disposal at an approved site shall be negotiated by and between the Contractor and the operator of the landfill facility. The City of Johnstown will not be responsible for the fee negotiation.

F. SIDEWALK OPENINGS

The covers of all sidewalk openings such as coal holes, vaults or stair wells connected with buildings or lots to be demolished shall be removed and the openings filled with approved materials tapped level with the sidewalk.

G. BARRIERS

The Contractor shall erect substantial permanent timber barriers around any unfilled basement or group of unfilled basements in the demolition sites for the protection of the public and to limit trespassing. Such barriers shall also be erected along sidewalk where there is no basement but where building demolition will result in an abrupt change in grade between the sidewalk and the parcel cleared. Barriers shall have posts of 4 x 4 minimum size spaced on 8' centers maximum and set 30" into the ground. Rails shall be 2 x 4 minimum size, two in number and spaced 1' - 4' and 3' above grade. Selected salvage material may be used if smooth and free of projecting nails.

H. TRAFFIC

The Contractor shall not close or obstruct any streets, sidewalks, alleys or passageways unless specifically authorized. The Contractor shall so conduct his operations as to interfere as little as possible with the use ordinarily made of any roads, streets, driveways, alleys, sidewalk facilities, etc., near enough to the work to be affected thereby.

I. CLEAN-UP

The Contractor shall remove all debris and equipment and dispose of all materials from the site of the work, and leave the ground clear of all materials, rubbish or debris, and in a clean and neat condition, as demolition of each structure is completed. Vacant lots shall be cleared in the same manner as parcels containing buildings.

ATTENTION BIDDERS

ALL SALVAGE BECOMES PROPERTY OF BIDDER AND BID PRICES SHALL REFLECT BID REDUCTION.

THE CITY OF JOHNSTOWN PROHIBITS THE BURNING OF WOOD DEBRIS, TRASH, OR ANY COMBUSTIBLE MATERIAL IN THE CITY OF JOHNSTOWN.

REQUIREMENTS OF SUCCESSFUL BIDDING CONTRACTOR

a. The Contractor will be required to furnish and pay for satisfactory **PERFORMANCE AND PAYMENT BONDS.**

b. The Contractor will be required to carry **WORKMAN'S COMPENSATION INSURANCE (AS SPECIFIED FOR DEMOLITION); MANUFACTURERS AND CONTRACTORS PUBLIC LIABILITY INSURANCE in the amount of $500,000 for one person, $1,000,000 per one accident; and PROPERTY DAMAGE INSURANCE in the amount of $100,000 per one accident, $300,000 in the aggregate.**

c. The Contractor will be required to submit proof of a disposal site approved by the PA Department of Environmental Protection (DEP) and a statement that the approved site will accept the refuse from the demolition area prior to the execution of the contract.

d. The Contractor will acquire from the City of Johnstown where demolition work is conducted all permits as required by the municipality.

e. The Contractor will be required to furnish a Maintenance Bond in the amount of the total project price. Said bond shall be in effect for one (1) year from the date of acceptance of the project by the City of Johnstown.

I hereby acknowledge that I have read, understand and accept the subject Technical Specifications:

Company Name:_____

Signature: _____

Title: _____ Date:_____

BID PROPOSAL FOR DEMOLITION AND SITE CLEARANCE

City of Johnstown
Department of Community and Economic Development
City Hall, Second Floor
401 Main Street
Johnstown, PA 15901

Gentlemen:

1. The undersigned, being familiar with the existing conditions of the demolition areas affecting the cost of the work, and with the contract documents (which include Invitation for Bids, Instructions to Bidders, Form of Bid, Form of Bid Bond, Form of Contract (or Agreement), Form of Non-Collusion Affidavit, Addenda (if any), General Conditions Part I, Special Conditions, Technical Specifications, Demolition Location Plan, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility, transportation and security services and to perform and complete all work required for the Demolition and Site Clearance work in accordance with the above listed documents;

   For the sum of _____Dollars ($_____), including the value of such salvage materials specified to become the property of the Bidder. The individual bid prices for each building are shown on the attached form.

2. In submitting this Bid, the Bidder understands that the right is reserved by the City of Johnstown to reject any and all Bids. If written notice of the acceptance of this Bid is mailed, faxed, or delivered to the undersigned within thirty (30) days after the opening thereof, or anytime thereafter before this Bid is withdrawn, the undersigned agrees to furnish the required Performance/Payment Bond (s), DER Dumping Permit and Demo Permit (if required by Municipality), within fifteen (15) days after notice of award.

3. Security in the sum of _____ Dollars ($_____), is submitted herewith in accordance with the Instruction to Bidders.

4. Attached hereto is an affidavit of proof that the undersigned has not entered into a collusive agreement with any person in respect to this Bid or any other Bid for the Contract for which the Bid is submitted.

5. The Bidder is prepared to submit a financial and experience statement upon request.

6. The Principal (s) of the Bidder (is) (are):

NAME: _____

SOCIAL SECURITY NUMBER: _____

ADDRESS, INCLUDING ZIP CODE: _____

NAME: _____

SOCIAL SECURITY NUMBER: _____

ADDRESS, INCLUDING ZIP CODE: _____

7. **CERTIFICATE OF NONSEGREGATED FACILITIES**:

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Date: _____, 201_

FEIN: _____ (Name of Company) _____

By: _____Title: _____

Official Address Including Zip Code: _____

BID FOR DEMOLITION/CLEARANCE
And SITE EXCAVATION

PLEASE PROVIDE A BID OF EACH STRUCTURE
IN ADDITION TO A TOTAL BID

Property Address	Description of Property	Bid Price
381 Corrine Avenue Johnstown PA 15906	2 story, wood framed, residential structure. To include all structures on the lot.	$
Rear 308 Oak Street Johnstown PA 15902	2 story, wood framed, residential structure. To include all structures on the lot.	$
1146 Reeder Avenue Johnstown PA 15906	2 story, sided, wood framed residential structure. To include all structures on the lot.	$
108 Rodgers Avenue Johnstown PA 15902	1 Story, stone/masonry, wood framed, residential structure. To include all structures on the lot.	$
918 Steel Street Johnstown PA 15901	2 story, wood-framed, residential structure. To Include all structures on the lot.	$
221 Figg Avenue Johnstown PA 15901	2 story, stone, wood framed, residential structure. To include all structures on the lot.	$
1001 Jacoby Street Johnstown PA 15902	2 story, sided, wood-framed, residential structure. To include all structures on the lot.	$
841 Ash Street Johnstown PA 15902	2 story, brick, wood-framed, residential structure. To include all structures on the lot.	$
193 Ebensburg Road Johnstown PA 15902	2 story, partially sided, wood-framed, residential structure. To include all structures on the lot.	$
402 Fulton Street Johnstown PA 15902	2 story, partially vinyl-sided, wood-framed, residential structure. To Include all structures on the lot.	$
309 Glenn Street Johnstown PA 15906	2 story, wood-framed, residential structure. To Include all structures on the lot.	$
231 New Street Johnstown PA 15901	2 story, wood-framed, residential structure. To Include all structures on the lot.	$

BID FOR DEMOLITION/CLEARANCE
And SITE EXCAVATION

(Continued)

46-48 Clover Street Johnstown PA 15902	2 story, duplex style, wood-framed, residential structure. To Include all structures on the lot.	$
373 Daniel Street Johnstown PA 15906	2 Story, brick, wood framed, residential structure. To include all structures on the lot.	$
138 Garfield Street Johnstown PA 15906	2 story, wood-framed, residential structure. To Include all structures on the lot.	$
1238 Virginia Avenue Johnstown PA 15906	2 story, wood-framed, residential structure. To Include all structures on the lot.	$
TOTAL BID FOR ALL STRUCTURES:		**$**
The City of Johnstown reserves the right to waive any informality in the bid, to delete any item or items in the bid, to reject any and all bids or to accept any bid or part thereof deemed advisable in the best interest of the City of Johnstown.		

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____ }
} ss.
County of _____ }

_____, being first duly sworn, deposes and says that:

1. He is the _____, (owner, partner, officer, representative or agent) of _____, the Bidder that has submitted the attached Bid.

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

3. Such Bid is genuine and is not a collusive or sham bid.

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

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

(Signature): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 201__.

(Notary Signature) _____
My Commission Expires: _____

BID BOND (IF APPLICABLE)

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned,

As PRINCIPAL, and

as surety are held and firmly bound unto the City of Johnstown hereinafter called the "Local Public Agency", in the penal sum of _____DOLLARS ($ _____), truly to be made, we find ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated _____, 20___, for _____.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified within thirty (30) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the Local Public Agency may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain if full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 20 __, 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.

In Presence Of:

_____ (SEAL)

_____ By:

_____ _____ (SEAL)

ATTEST:

_____

By: _____ (SEAL)

_____ _____

ATTEST:

_____

Countersigned

By: _____ By: _____ (SEAL)

Attorney-in-Face, State of

(Power of attorney for person signing for surety company must be attached to bond)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____Secretary of the corporation named as Principal in the within bonds; that_____, who signed the said bond on behalf of the Principal was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of its governing body.

Title: _____ (SEAL)

_____ (Date)

STATEMENT OF BIDDER'S QUALIFICATIONS

(Demolition and Site Clearance Contractor)

All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. NAME OF BIDDER:

2. PERMANENT MAIN OFFICE ADDRESS:

3. WHEN ORGANIZED:

4. IF A CORPORATION, WHERE INCORPORATED:

5. HOW MANY YEARS HAVE YOU BEEN ENGAGED IN DEMOLITION UNDER YOUR PRESENT FIRM OR TRADE NAME:

6. CONTRACTS ON HAND: (SCHEDULE THESE, SHOWING GROSS AMOUNT OF EACH CONTRACT AND THE APPROPRIATE ANTICIPATED DATES OF COMPLETION.)

7. GENERAL CHARACTER OF WORK PERFORMED BY YOU:

8. HAVE YOU EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? IF SO, WHERE AND WHY?

9. HAVE YOU EVER DEFAULTED ON A CONTRACT? IF SO, WHERE AND WHY?

10. LIST THE MORE IMPORTANT CONTRACTS RECENTLY COMPLETED BY YOU, STATING APPROXIMATE GROSS COST OF EACH, AND THE MONTH AND YEAR COMPLETED:

11. LIST YOUR MAJOR EQUIPMENT:

12. EXPERIENCE IN DEMOLITION AND SITE CLEARANCE WORK SIMILAR IN IMPORTANCE TO THIS PROJECT:

13. BACKGROUND AND EXPERIENCE OF THE PRINCIPAL MEMBERS OF YOUR ORGANIZATION INCLUDING THE OFFICERS:

14. CREDIT AVAILABLE: $_____

15. GIVE BANK REFERENCE:

16. WILL YOU UPON REQUEST, FILL OUT A DETAILED FINANCIAL STATEMENT AND FURNISH ANY OTHER INFORMATION THAT MAY BE REQUIRED BY THE REDEVELOPMENT AUTHORITY OF THE COUNTY OF WESTMORELAND.

17. (A) HAVE YOU EVER BEEN A PARTY TO OR OTHERWISE INVOLVED IN ANY ACTION OR LEGAL PROCEEDING INVOLVING MATTERS RELATED TO RACE, COLOR, NATIONALITY OR RELIGION? IF SO, GIVE FULL DETAILS:

(B) HAVE YOU EVER BEEN ACCUSED OF DISCRIMINATION BASED UPON RACE, COLOR, NATIONALITY OR RELIGION IN ANY ACTION OR LEGAL PROCEEDING, INCLUDING ANY PROCEEDING RELATED TO ANY FEDERAL AGENCY? IF SO, GIVE FULL DETAILS.

18. THE UNDERSIGNED HEREBY AUTHORIZES AND REQUESTS ANY PERSON, FIRM OR CORPORATION TO FURNISH ANY INFORMATION REQUESTED BY THE CITY OF JOHNSTOWN, COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT IN VERIFICATION OF THE RECITALS COMPRISING THIS STATEMENT OF BIDDER□S QUALIFICATIONS.

Dated this _____ day of _____, 20 ___.

By:

Title:

State of _____}
} s.s.
County of _____ }

_____ being duly sworn, deposes and says that he is the _____ of

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 201__.

Notary Public

My commission Expires:

SAMPLE AGREEMENT FOR DEMOLITION AND SITE CLEARANCE

THIS AGREEMENT, is made this _____ day of _____, 2026, by and between the City of Johnstown, Cambria County, a Municipal Corporation, having its principal place of business at City Hall, 401 Main Street, Johnstown, Pennsylvania, 15901 and hereinafter referred to as the "City",

A
N
D

_____,

( ) A Corporation duly incorporated and conducting business under the laws of the Commonwealth of Pennsylvania and having its principal place of business at _____; or

( ) A Partnership consisting of _____(Names of Individual)_____, and having its principal (Partners) business operation located at _____; or

( ) An Individual/Sole Proprietorship doing business within the Commonwealth of Pennsylvania under the trade name of _____, and having his principal place of business at _____;

Hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the City, pursuant to an Order of the City of Johnstown Code Enforcement Inspectors has declared certain structures within the City of Johnstown to be public nuisances and, accordingly, has directed the abatement of same: and

WHEREAS, the City, under the directive of the City of Johnstown Department of Community and Economic Development, and to protect the general health, safety and welfare, desires to take the steps necessary to secure and removal and demolition of those structures and to clear the site upon which they are situated; and

WHEREAS, the City has solicited and invited bids for such demolition and site clearance, subject to the terms, conditions and provisions of various contract documents for demolition and site clearance, such documents including, but not limited to:

a) Instructions to Bidders;
b) General Specifications and Special Conditions for Demolition and Site Clearance;
c) Demolition and Site Clearance Plans;
d) A Schedule of Properties to be Demolished and Cleared:
e) General Conditions for Demolition and Site Clearance;
f) Technical Specifications for Demolition and Site Clearance;
g) A Notice labeled “Attention Bidders”;
h) Requirements of the Successful Bidding Contractor;
i) A Bid Form for Demolition and Site Clearance;
j) A Non-Collusion Affidavit for the Prime Bidder;
k) A Bid Bond or Other Guarantee of Bid;
l) A Statement of Bidder’s Qualifications;

m) Federal Labor Standards Provisions;

n) A Statement of Davis-Bacon Prevailing Wage Rates: and

o) An Asbestos Removal/Abatement Contract or Check List and Asbestos Regulations.

Copies of each of the above referenced documents being attached hereto, made a part of hereof, marked Exhibit “A” and collectively referred to herein as the ‘Contract Documents”;

WHEREAS, under and subject to the conditions, provisions and terms of the aforesaid Contract Documents, the Contractor has submitted a bid for demolition of structures and site clearance for those properties set forth hereinafter, such bid being accepted by the City of Johnstown.

WHEREAS, the City and Contractor desire to enter into this Agreement for Demolition and Site Clearance in order to formally adopt, incorporate and affirm those understandings set forth in the aforesaid Contract Documents and to further define the responsibilities of the parties hereto.

NOW, THEREFORE, WITH THE FOREGOING RECITALS BEING INCORPORATED HEREIN, AND WITH THE INTENTION TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

I. **THE WORK**:

A. The work shall consist of complete structural demolition and site clearance on those properties set forth hereafter, such demolition and site clearance to be in accordance with the Contract Documents and the terms and conditions set forth hereafter.

B. The sites upon which such work shall occur are located in the City of Johnstown, Cambria County, Pennsylvania, and as shown on the attached EXHIBIT "B" – List of Properties to be Demolished

C. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation and security services, and perform and complete all work required for such demolition and site clearance in an efficient and workmanlike manner and in strict compliance with the Contract Documents incorporated herein.

II. **THE CONTRACT PRICE AND PAYMENT**:

A. In consideration for the demolition and site clearance set forth above, the City hereby agrees to pay the Contractor, upon completion of performance of the contract, subject to the conditions and deductions contained in the Contract Documents, the total sum of $_____.

B. In addition to the aforesaid sum, the Contractor shall receive all salvaged

materials from the demolition and site clearance referenced above, same to become the property of the Contractor as additional compensation hereunder.

C. Upon completion of the work, the Contractor shall submit a Notice to the City certifying the completion of the Contractor's obligations under the Contract Documents and this Agreement. The City, upon receipt of such certification shall inspect the site and, if the City is satisfied that the Contractor has complied with the Demolition and Site Clearance in conformance with the Contract Documents and this Agreement, shall cause payment to be made to the Contractor as soon thereafter as is practicably possible.

III. **NOTICE TO PROCEED/CONTRACT COMPLETION TIME**:

A. Pursuant to the Special Conditions for Demolition and Site Clearance/Schedule of Buildings, Section 04 of the Contract Documents, the Contractor is hereby given "Notice to Proceed" on the demolition and site clearance on the property set forth above such Notice being _____, 201__ .

B. The work on the above site shall be fully completed within ninety (90) consecutive calendar days from the effective date of the aforesaid Notice to Proceed.

IV. **ADDITIONAL DOCUMENTS/PERMITS REQUIRED**:

A. In addition to those documents set forth above, and as may otherwise be required by the Contract Documents, the Contractor shall produce to the

City, no later than ten (10) days prior to performing work on the above referenced site, the following documents:

1. The performance/payment bonds referenced in the Contract Documents;
2. Certification that the waste disposal facility dump site, which the Contractor will use for the disposal of waste from the site is approved by the Pennsylvania Department of Environmental Resources for such purposes;
3. An appropriate Demolition Permit;
4. Certification of Worker's Compensation Insurance Coverage as set forth in the Contract Documents for all employees of the Contractor and any subcontractor retained by or working in conjunction with the Contractor to perform demolition and site clearance work on the site; and
5. Certification of liability insurance as set forth in the Contract Documents providing personal injury and property loss coverage in those limits set forth therein.

V. GENERAL PROVISIONS

A. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and any disputes arising thereunder shall be resolved through the Court of Common Pleas of Cambria County, Pennsylvania.

B. The terms of this Agreement are severable. In the event a Court of

competent jurisdiction determines that any term, provision or clause contained herein is void or invalid, then the remaining provisions, terms and clauses of this Agreement shall continue in full force and effect.

C. By entry into this Agreement, the parties hereto do hereby affirm, incorporate in and agree to all terms, conditions and provisions contained in the Contract Documents and this Agreement for Demolition and Site Clearance as if same were set forth at length herein and separately executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals the date and year first above written.

WITNESS: **CONTRACTOR:**

_____ By: _____
Secretary Contractor

Title:_____

ATTEST: **THE CITY OF JOHNSTOWN:**

_____ By: _____
City Manager

EXHIBIT "B"

LIST OF PROPERTIES TO BE DEMOLISHED

Property Address	Description of Property	Bid Price
381 Corrine Avenue Johnstown PA 15906	2 story, wood framed, residential structure. To include all structures on the lot.	$
Rear 308 Oak Street Johnstown PA 15902	2 story, wood framed, residential structure. To include all structures on the lot.	$
1146 Reeder Avenue Johnstown PA 15906	2 story, sided, wood framed residential structure. To include all structures on the lot.	$
108 Rodgers Avenue Johnstown PA 15902	1 Story, stone/masonry, wood framed, residential structure. To include all structures on the lot.	$
918 Steel Street Johnstown PA 15901	2 story, wood-framed, residential structure. To Include all structures on the lot.	$
221 Figg Avenue Johnstown PA 15901	2 story, stone, wood framed, residential structure. To include all structures on the lot.	$
1001 Jacoby Street Johnstown PA 15902	2 story, sided, wood-framed, residential structure. To include all structures on the lot.	$
841 Ash Street Johnstown PA 15902	2 story, brick, wood-framed, residential structure. To include all structures on the lot.	$
193 Ebensburg Road Johnstown PA 15902	2 story, partially sided, wood-framed, residential structure. To include all structures on the lot.	$
402 Fulton Street Johnstown PA 15902	2 story, partially vinyl-sided, wood-framed, residential structure. To Include all structures on the lot.	$
309 Glenn Street Johnstown PA 15906	2 story, wood-framed, residential structure. To Include all structures on the lot.	$
231 New Street Johnstown PA 15901	2 story, wood-framed, residential structure. To Include all structures on the lot.	$

EXHIBIT "B"

LIST OF PROPERTIES TO BE DEMOLISHED

(Continued)

46-48 Clover Street Johnstown PA 15902	2 story, duplex style, wood-framed, residential structure. To Include all structures on the lot.	$
373 Daniel Street Johnstown PA 15906	2 Story, brick, wood framed, residential structure. To include all structures on the lot.	$
138 Garfield Street Johnstown PA 15906	2 story, wood-framed, residential structure. To Include all structures on the lot.	$
1238 Virginia Avenue Johnstown PA 15906	2 story, wood-framed, residential structure. To Include all structures on the lot.	$

NOTICE TO PROCEED

TO: (Name of Contractor)
(Address of Contractor)

DATE:

PROJECT: The demolition and site clearance of ___Twelve___ (12) residential buildings on various sites scattered throughout the City of Johnstown, Cambria County, PA. This work is being funded under the City's FY 2026 CDBG Program.

You are hereby notified to commence WORK in accordance with the Contract Agreement dated _____, 2026, within fifteen (15) days of this notification and the receipt of the proper documentation of bonding and insurance coverage. Your firm is to complete the WORK within ninety (90) consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 201__.

CITY OF JOHNSTOWN, PA

By _____
City Manager

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged by

_____(Name of Contractor)_____, this _____ day of _____, 2026.

By _____

Title _____

Employer Identification Number: _____