

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10189

A RESOLUTION, of the City Council of the City of Johnstown, Pennsylvania, approving the FY 2019 Annual Action Plan for the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs applications.

WHEREAS, under Title I of the Housing and Community Development Act of 1974, as amended, the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to communities in the prevention or elimination of slums or urban blight, or activities which will benefit low- and moderate-income persons, or other urgent community development needs; and

WHEREAS, under the HOME Investment Partnerships Program created by the National Affordable Housing Act of 1990 (NAHA) and amended by the Housing and Community Development Act of 1992, the Secretary of the U.S. Department of Housing and Urban Development is authorized to extend financial assistance to participating jurisdictions to expand the supply of decent, safe, sanitary, and affordable housing; and

WHEREAS, the U.S. Department of Housing and Urban Development has advised the City of Johnstown that under Fiscal Year 2019, the City is eligible to apply for an entitlement grant under the Community Development Block Grant (CDBG) Program in the amount of \$1,249,470 and \$220,686 under the HOME Investment Partnerships Program (HOME); and

WHEREAS, in addition to the entitlement funds, the City expects to receive approximately \$60,000 in CDBG program income; and

WHEREAS, the City of Johnstown's Department of Economic and Community Development has prepared a FY 2019 Annual Action Plan which proposes how the entitlement grant funds will be expended to address the housing and community development needs identified in the City's Five Year Consolidated Plan; and

WHEREAS, a draft of the FY 2019 Annual Action Plan was on public display from Monday, May 13, 2019 through Tuesday, June 11, 2019, and the City held a series of public hearings on the said Plan and the comments of various agencies, groups, and residents were taken into consideration in the preparation of the final document.

NOW, THEREFORE, be it resolved by the City Council of the City of Johnstown, Cambria County, Pennsylvania, and it is hereby resolved by the authority of the same, as follows:

SECTION 1. That the FY 2019 Annual Action Plan for the FY 2019 CDBG and HOME Programs are hereby in all respects APPROVED.

SECTION 2. That the City is COGNIZANT of the conditions that are imposed in the undertaking and carrying out of the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs with Federal financial assistance, including those relating to (a) the relocation of site occupants, (b) the prohibition of discrimination because of race, color, age, religion, sex, disability, familial status, or national origin, and (c) other assurances as set forth under the certifications.

SECTION 3. That the Mayor or his designee, on behalf of the City of Johnstown, Pennsylvania, is AUTHORIZED to file an Application for financial assistance with the U.S. Department of Housing and Urban Development, which has indicated its willingness to make available funds to carry out the CDBG Program in the amount of \$1,249,470; and the HOME Program in the amount of \$220,686; and is further AUTHORIZED to act as the representative of the City of Johnstown to sign any and all documents in regard to these programs.

SECTION 4. That the Mayor or his designee, on behalf of the City of Johnstown, Pennsylvania, is AUTHORIZED to provide assurances and/or certifications as required by the Housing and Community Development Act of 1974, as amended; and any other supplemental or revised data which the U.S. Department of Housing and Urban Development may request in review of the City's Application.

ADOPTED:

June 12, 2019

By the following vote:

Yeas: Mr. Britt, Mayor Janakovic, Rev. King, Mrs. Mock, Mrs. Stanton, Mr. Vitovich.(6)

Nays: None (0)

Absent: Mr. Williams. (1)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the preceding is a true and correct copy of Resolution No. **10189** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10190

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS NECESSARY IN AWARDING PRO DISPOSAL INC. THE CONTRACT AT A BID OF \$15,175,860.00 FOR WEEKLY COLLECTION, DISPOSAL AND PROCESSING OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS AND WITH BULK ITEM/ WHITE GOODS PICK-UP MONTHLY FOR A FIVE YEAR CONTRACT PERIOD FROM SEPTEMBER 1, 2019 TO AUGUST 31, 2024 PLUS FIVE OPTION YEARS FROM SEPTEMBER 1, 2024 TO AUGUST 31, 2029.

WHEREAS, the City of Johnstown advertised and opened bids for the contract and franchise agreement for provision of solid waste and recycling collection services, and

WHEREAS, bids were advertised in a paper of general circulation and the bids were opened at 3:01pm on April 30, 2019, and

WHEREAS, Pro Disposal Inc. is the apparent low bidder for Contract 2019-____, with a Total Bid with Option 1, for the base contract years from September 1, 2019 to August 31, 2024 plus the option years from September 1, 2024 to August 31, 2029 at a total bid of \$15,175,860.00.

NOW THEREFORE BE IT RESOLVED, CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZES THE CITY MANAGER TO SIGN ALL DOCUMENTS NECESSARY TO AWARD CONTRACT NO. 2019-20 TO PRO DISPOSAL INC. TO PROVIDE SOLID WASTE AND RECYCLING COLLECTION SERVICES TO THE CITY OF JOHNSTOWN UNDER THE CONDITIONS AND TERMS OF THE CONTRACT AS ATTACHED HEREIN WITH AN EFFECTIVE STARTING DATE OF SEPTEMBER 1, 2019.

ADOPTED:

June 12, 2019

By the following vote:

Yeas: Rev. King, Mrs. Mock, Mr. Vitovich, Mr. Britt, Mayor Janakovic. (5)

Nays: Mrs. Stanton (1)

Absent: Mr. Williams. (1)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST: I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10190 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

City of Johnstown Request for Bids

**Collection, Disposal, and Processing of
Municipal Solid Waste and Recyclable Materials
From Residential Housing Units, City Facilities,
and Small Commercial Establishments**

**For the Contract Period
September 1, 2019 —August 31, 2024
With options for years
September 1, 2024 —August 31, 2029**

BIDS DUE AT 3:00 p.m. ON APRIL 30, 2019

Table of Contents

NOTICE TO PROSPECTIVE BIDDER	6
BID CHECKLIST.....	6
IMPORTANT INFORMATION FOR BIDDERS.....	7
BIDDING OPTIONS FOR BULK GOODS SCENARIOS	7
CONTRACTOR'S SIGNATURES	7
GENERAL SCOPE OF WORK.....	8
PROPOSAL PREPARATION.....	9
COST.....	9
PROPERTY OF THE CITY.....	9
MANDATORY PRE BID MEETING	9
BID DUE DATE AND TIME.....	9
ALTERNATIVE BIDS.....	9
TIME OF BID OPENING	9
BLANK BID FORMS.....	9
ALTERATIONS/CORRECTIONS.....	10
EXECUTION OF BIDS.....	10
CONTRACTS	10
BACKGROUND INFORMATION	11
BID COVER SHEET	13
NON-COLLUSION AFFIDAVIT	15
STATEMENT OF QUALIFICATIONS.....	17
BID FORM 1 REPRESENTATIVE MUNICIPAL CONTRACTS.....	19
BID FORM 2 - EQUIPMENT	21
BID FORM 3 - FACILITIES.....	23
CERTIFICATION OF DISPOSAL FACILITY.....	25
CERTIFICATION OF RECYCLING FACILITY	27
DETERMINATION OF THE LOW BIDDER	29
OPTION A BID SHEET FOR RATES AND SERVICES.....	31
OPTION B BID SHEET FOR RATES AND SERVICES.....	33
CONFIRMATION OF RATES AND BID BOND CALCULATIONS	35
ARTICLES OF AGREEMENT	37
SPECIFICATIONS FOR COLLECTION, DISPOSAL, AND PROCESSING.....	38
A. GENERAL CONDITIONS	38
 Section I Agreement - When To Be Signed.....	 38

Section 2 Definition of Parties	38
Definition of Manager	
Definition of City	
Definition of Contractor	
Section 3 Components of Contract	38
Section 4 Scope of Contract	38
Amendment	
Quantity of Work Contingent upon needs	
Section 5 Bidding Process	39
Bidders to Investigate	
Collusion Between Bidders	
Rejection of Bids	
Firm Price Bids	
Tax Status of City	
Award	
Contractor to Be qualified and Responsible	
Notice of Award	
Fictitious name registration	
Contract Not to Be Awarded to Persons in Arrears to City	
Section 6 Period of Contract Length of Agreement	41
Ability to Extend	
Section 7 Contract Assignment	41
Assignment Subcontracting	
B. Overview	42
Section 10 Purpose and intent	
Section 20 Description of Services	
Section 30 Contract Term	
Section 40 Definitions	
Section 50 Contractor Responsibilities	
Section 55 Contractor's Office	
Section 60 OSHA, Health & Environmental Laws	
Section 70 Vehicle Specifications	
Section 80 Supplying Detachable Containers	
Section 81 Detachable Container Standards	
Section 82 Installation, Maintenance, Repair or Replacement	
Section 85 Ownership of Equipment	
Section 90 Noise Control	
C. Collection Services	51
Section 100 Collection Area	
Section 110 Collection Quantities and Conditions	
Section 115 Large Item, Bulk Item, and White Good Collection	
Section 120 Collection Times, Frequency, and Schedule	
Section 125 Holiday Collections	
Section 130 Place of Collection	
Section 135 Place of Collection- Multi Family Dwellings	
Section 140 Collection from City Facilities	
Section 145 Place of Collections-City Facilities	
Section 150 Scavenging	
Section 160 Service Disruptions Due to Weather	
Section 165 Service Disruptions Non-Weather Related	
Section 170 Missed & Make-up Collections Within the Contractor's Control	
Section 180 Operations Plan	
Section 185 Program Information During Contract Start-Up	
D. Manner of Collection	61
Section 200 Contractor's responsibilities	
Section 210 Employee Conduct	
Section 220 Spillage	

Section 240 Customer Grievances	64
Section 250 Continual Performance Issues	64
E. Disposal	64
Section 300 Disposal Facility	
F. Recyclable Material Processing	64
Section 400 Recycling Processing Facility	
G. Disposal Prohibition	65
Section 500 Illegal Dumping and Littering	
Section 510 Disposal of Recycling	
H. Reporting Requirements	65
Section 610 Daily and Monthly reports	
1. Daily Report	
2. Monthly Report	
I. Compensation	66
Section 700 Payment for Contract Services	
Section 710 Late and Delinquent Accounts	
Section 720 Fuel Cost Adjustment	
The Formula	
Section 725 Petition for Unusual or Unanticipated Costs	
Section 730 City Contract Administration Costs	
Section 740 Wage Increases for Employees	
Section 750 Withholding and Payment of Liens and Judgements	
J. Equal Opportunity/ Non Discrimination	71
Section 800 Equal Employment Opportunity	
Section 820 Non-Discriminatory Service	
K. Security, Liability, Damages	71
Section 900 Contents, Execution of Finance Security	
Section 910 Bid Bond	
Section 920 Performance Bond	
Section 930 Default of Contractor	
Section 940 Commitment of Equipment	
Section 950 Insurance	
Section 960 Indemnity	
Section 970 Security Deposit Fund	
Section 975 Acts of Omissions and Liquidated Damages	
L. Ancillary Provisions	79
Section 1000 Assignment or Pledge of Monies by the Contractor	
Section 1010 Assignment, Subcontracting, Delegation of Duties	
Section 1020 Audit	
Section 1030 Contract Rights	
Section 1040 Interpretation	
Section 1050 Law: Venue	
Section 1060 Notices	
Section 1070 Severability	
Section 1080 Termination	
Section 1090 Transition to Next Contractor	

**City of Johnstown
Request for Bids
Collection and Disposal of Garbage and Collection of Recyclables
From Residential Housing Units, City Facilities, and Select Commercial Establishments**

NOTICE TO PROSPECTIVE BIDDER

Enclosed is an invitation to bid Issued by The City of Johnstown
Please read all enclosed instructions and specifications carefully.

In order for your submission to be considered eligible, you must complete the following:

1. The proposal must be properly completed (in ink or typewriter);
2. The proposal be signed by an authorized contracting agent of your company;
3. The proposal must be filed with the City of Johnstown Office, City Hall, Room 102, 401 Main Street, Johnstown, PA 15902 no later than 3:00 PM on Tuesday, April 30, 2019. The proposal must contain ALL of the required paperwork, which is organized in the specified order. Refer to the checklist that follows to assist you in your submission.
4. All forms in the checklist must be completed and returned with your bid package or your bid will be automatically rejected.
5. The proposal must include a bid for Option A and Option B or your bid will be automatically rejected.

BID CHECKLIST

Bids must be organized and submitted in the following order described.	
✓	Sealed Envelope marked Bid for Garbage & Recycling Collection, Disposal/Processing, containing one original and four copies of the proposal with the original signed in BLUE ink
✓	Proposal Cover Sheet signed in BLUE Ink /sealed by the authorized contractor/bidder
✓	Acknowledgment Of Addendum(s)
✓	Non Collusion Affidavit Of Contractor
N/A	Power of Attorney (if necessary)
✓	Statement of Qualifications of the Contractor
✓	Bid Forms 1 thru 3
✓	Certification of Disposal and Processing Facilities
✓	Bid Sheet of Rates and Services for Option A and for Option B
✓	Confirmation of Rates and Bid Bond Calculations
✓	Articles of Agreement, signed in BLUE Ink and witnessed/sealed by a Notary Public
✓	Bid Bond

**One original and three copies of the proposal and attachments must be delivered to
The City of Johnstown Office, City Hall, Room 102, 401 Main Street, Johnstown, PA 15902
no later than 3:00 PM on Tuesday April 30, 2019**

A MANDATORY PRE BID CONFERENCE will be conducted on TUESDAY, APRIL 16, 2019 AT 10:30 AM at the
PUBLIC SAFETY BUILDING, COUNCIL CHAMBERS, 4th FLOOR, 401 WASHINGTON STREET, JOHNSTOWN, PA 15901
PRE OR POST CONFERENCE QUESTIONS MUST BE SUBMITTED VIA EMAIL TO ghayfield@coitwn.com

Attention: GEORGE HAYFIELD, CITY MANAGER

All QUESTIONS MUST BE RECEIVED NO LATER THAN 4:00 PM ON TUESDAY, April 16, 2019. The words
COLLECTION BID QUESTIONS should appear in the EMAIL SUBJECT LINE.
THE CITY WILL ACCEPT NO QUESTIONS AND WILL PROVIDE NO ANSWERS VIA TELEPHONE OR IN
PERSON (other than the pre-conference meeting.)

Clarifications for items in the specifications and Responses to questions that create a change to the specifications will be sent to all prospective bidders who were in attendance at the Pre Bid Conference and provided contact information.

Verifications and responses will be sent by the close of business on Tuesday, April 23, 2019

ALL RESPONSES WILL BE CONSIDERED ADDENDUMS TO THE BID DOCUMENT.

IMPORTANT INFORMATION FOR BIDDERS

Contractor's submitting bids should read the following instructions and follow them closely. Failure to do so may result in a bid's disqualification.

A Contractor who submits a bid does so without recourse against the City, its staff or contractors for either rejection by the City or failure to execute an agreement with such Bidder.

The City reserves all rights in accordance with the requirement of the laws of the Commonwealth of Pennsylvania without qualification, including but not limited to the following:

To select any proposal

To waive, for any reason whatsoever, any formality, technicality, or irregularity in proposals received

To reject any proposals that are not legible, not complete or contain irregularities

To reject any proposals not received on or before the due date and time specified.

To obtain clarification from Contractors concerning the contents of a their bid

Contractors submitting bids are reminded that this is a formal competitive bid and that any changes, deletions, or additions made by a Bidder to these bid specifications may be cause for Rejection of the bid.

All bids must follow the format as prescribed on the Bid Checklist and on all Bid Forms included in the City's Request for Bids.

BIDDING OPTIONS FOR BULK GOODS SCENARIOS

Each Contractor who submits a bid shall submit costs for both options described below. These options are referenced throughout the bid specifications and accompanying documents when they have a direct and varying impact on a specific section or condition.

OPTION A The Contractor is responsible for invoicing in advance and receiving payment from each account on a 4 month frequency in accordance with the rates established on the Bid Sheet for Rates and Services for Option A. The Contractor's total compensation for the services required in the Contract shall result from the gross receipts, minus any deductions due to the City.

The Contractor shall collect up to one Bulk Item/White Goods per structure per month

OPTION B The Contractor is responsible for invoicing in advance and receiving payment from each account on a 4 month frequency in accordance with the rates established on the Bid Sheet for rates and services for Option B. The contractor's total compensation for the services required in the contract shall result from the gross receipts, minus any deductions due to the city

The contractor shall collect up to 6 Bulk Item/ White Goods per structure in a Fall cleanup in September/ October of 2019 and in annual Spring Clean Ups from 2020 to 2029 to be scheduled in the month of April and/or May each contract year and/or contract option year.

CONTRACTOR'S SIGNATURES

Each Contractor who submits a bid shall sign the proposal in blue ink with its usual signature and shall give its full business address. Bids by a corporation shall be signed in the full corporate name of the corporation followed by the signature and title designation of a person authorized to bind the corporation. Bidding corporations shall designate the state in which they are incorporated and the address of its principal office. The name of the Contractor stated on the bid shall be the exact legal name of the firm.

GENERAL SCOPE OF WORK

This Request For Bids ("RFB"), designated as **COLLECTION, DISPOSAL AND PROCESSING OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS**, was prepared for and on behalf of the City of Johnstown.

These specifications and addenda, along with bid forms, certifications, information, attachments submitted by the Contractor in the bidding process and provisions of the City which shall also be incorporated herein by reference. shall become and are incorporated into the Contract.

Article, Section and Subsection headings in these specifications are for reference purposes only and are inserted as a matter of convenience and in no way define, limit, extend or describe the scope or intent of the Specification or Contract Agreement.

The City invites bids from qualified Contractors to provide services for all of the following:

MUNICIPAL SOLID WASTE

The Municipal Solid Waste is generated within the geographic boundaries of the City of Johnstown by single and multifamily residential households, municipal offices, recreational, and other designated public facilities, and those small commercial establishments that opt into the contract. Single and multifamily residential households and small commercial establishments will place waste in bags not to exceed 40 pounds. Some City facilities and/or Multifamily Dwellings may require containerized collection service.

Municipal Solid Waste will be collected transported by the Contractor utilizing the Contractor's vehicles and delivered directly to a landfill designated in the Cambria County Municipal Solid Waste Management Plan. Upon approval of the City, waste may be consolidated at a PADEP permitted receiving and transfer station for delivery to one of the County designated landfills.

RECYCLABLES

The Recyclables are generated by single and multifamily residential households, municipal offices, recreational, and other designated public facilities, and those small commercial establishments that opt into the contract. The City of Johnstown's program consists of participants separating their recyclables from the waste stream and placing them in 22-gallon containers.

- A. The Contractor must collect, at a minimum, the following materials: glass containers, aluminum containers, tin and bi-metal containers, and plastic bottles, jugs and jars primarily consisting of HDPE and PET containers, but generally including all plastic bottles, newsprint including all types of inserts delivered in subscription and promotional newspapers and similar periodicals, and magazines. The Contractor is encouraged to also collect corrugated cardboard and paperboard.
- B. The Contractor may use a dual stream (fibers separated from commingled bottles & cans) or single stream (fibers commingled with bottles & cans) collection method. Information distributed to the residents and small businesses must provide explicit instructions on how materials should be prepared for collection.

Some City facilities and/or Multifamily Dwellings may require containerized collection service.

Recyclables will be collected and transported by the Contractor utilizing the Contractor's vehicles and curbside containers provided by the City. Recyclables will be delivered directly to the processing facility(ies) identified by the Contractor in the Bid Documents. Recyclables may be consolidated at a PADEP permitted receiving and transfer station or landfill for delivery to the designated processing facility(ies). All labor, facilities, other equipment, and services required to collect, receive, and consolidate will be provided by the Contractor.

PROPOSAL PREPARATION

COST

The City will not be liable in any way to bidders for any cost incurred in the preparation or submission of a proposal and/or any subsequent negotiations regarding a proposal.

PROPERTY OF THE CITY

All proposals submitted shall become the property of the City.

MANDATORY PRE BID MEETING

A mandatory pre-bid meeting will be held in the Public Safety Building, Council Chambers, 4th Floor, 401 Washington Street, Johnstown, PA 15901, on Tuesday, April 16, 2019 at 10:30 am. Pre or post conference questions must be submitted via email to George Hayfield at ghayfield@cojitwn.com questions must be received no later than 4:00 pm on Tuesday, April 16, 2019. The words "Collection Bid Questions" should appear in the email subject line. The City and the Consultant will accept no questions and will provide no answers via telephone or in person (other than the pre-conference meeting.)

BID DUE DATE AND TIME

Proposals must be filed no later than 3:00 PM on Tuesday April 30, 2019.

Proposals must be delivered or mailed, postage pre-paid to:

Mr. George Hayfield
City Manager
City of Johnstown
City Hall, Room 102
401 Main Street
Johnstown, PA 15901

The City will not accept responsibility for any bid received late due to delays in any form of delivery service used by the Bidder.

Electronically transmitted proposals will not be accepted.

ALTERNATIVE BIDS

Bidders must submit rates for all services as described in the Service Specifications for Option A and Option B. Bids for alternatives not provided for in the Request for Bids, and related documents will be rejected.

TIME OF BID OPENING - The separate and sealed bids or proposals will be received upon the City's proposal forms at the Office of the City Manager, Room 102, City Hall, City of Johnstown, until 3:00 PM on Tuesday, April 30, 2019, and will be opened and read in that location at 3:01 PM on Tuesday, April 30, 2019.

BLANK BID FORMS - All bids shall be made on the blank bid forms provided for that purpose. The Bid Sheet for Rates and Services shall give the price of each item or service required by the specifications. The Bid Cover Sheet shall be signed, in Blue ink, by the prospective Contractors with the prospective Contractors business address or addresses, and shall also contain the full name of all persons interested with the prospective Contractors. In signing the proposal, the Contractor shall give the individual, as well as the firm or corporate name. Copies of the printed form of proposal may be obtained from City of Johnstown, City Hall, Room 102, 401 Main Street, Johnstown, PA 159021

ALTERATIONS/CORRECTIONS. Any alteration, erasure, addition to or omission of required information, change of the specifications or bidding schedule, is made at the risk of the prospective Contractor and may result in the rejection of the bid, unless such changes are authorized by an addenda to the specifications.

EXECUTION OF BIDS - Bids are to be executed, by the following persons:

I. **CORPORATION** - The President or Vice President, and one of the following:

Secretary, Treasurer, Assistant Secretary or Assistant Treasurer.

If a bid is executed by any other person, a power of attorney, a copy of the bylaws, or a resolution of the Board of Directors documenting the City of that person to sign the bid must be accompanied by the bid. The power of attorney, bylaw, or resolution must be certified by the Corporate Secretary as a true and correct copy, still in force as of the date of the execution of the contract.

II. **PARTNERSHIP** - At least one (1) of the partners.

III. **SOLE PROPRIETORSHIP** - The individual owner.

IV. **BUSINESS OPERATING UNDER A FICTITIOUS NAME** - Entities operating a business under a Fictitious Name must execute the contract in the name of the entity trading and doing business as the Fictitious Name.

CITY CONTACTS

The contact person for the City is:

**George Hayfield
City Manager**

City of Johnstown
City Hall, Room 102
401 Main Street
Johnstown, PA 15901
Ph. 814.533.2034 Fax
814.533.2001
ghayfield@cojtwm.com

BACKGROUND INFORMATION

The following information is provided for the use and consideration of the Bidder. The City offers no warranties as to the accuracy of the estimates, projections or information

Statistics	AMOUNT
DEMOGRAPHICS	
Estimated Population	20,577
Residential dwellings (approximate current count total)	9121
Breakdown according to US Census	
Single family residences projected for September, 2019	6,500 units
Multi Family Dwellings (included in the total of single family residences)	1,115 units
Single homes that appear on the rolls as duplexes (Included in total)	65 units
Senior Citizen Head of Household (US Census 2010)	Approx. 11%
CURRENTLY BILLED	
Residential/Small Commercial Units	6,500
Housing Authority Units	N/A
CURRENT MONTHLY INVOICE	
	\$
CURRENT BI-WEEKLY RECYCLING COLLECTION SCHEDULE	
Streets	Week 1
Oakhurst from Decker and Laurel North to City Line Coopersdale and Morrellville	Monday
Downtown, Kernville and 8th Ward below Hospital	Tuesday
Roxbury and 8th Ward above Hospital	Wednesday
Moxham - Lower side of Cypress Avenue and below	Thursday
Oakhurst from Decker and Laurel North to City Line Coopersdale and Morrellville	Friday
	Week 2
West End from Decker and Laurel South to City line at Brownstown Cambria City, Minersville, Prospect and Woodvale	Monday
Conemaugh Borough and Walnut Grove	Tuesday
Hornerstown	Wednesday
Moxham - Upperside of Cypress Avenue and above	Thursday
West End from Decker and Laurel South to City line at Brownstown Cambria City, Minersville, Prospect and Woodvale	Friday

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BID COVER SHEET

City of Johnstown Bid for Collection Disposal and Processing of Municipal Solid Waste and Recyclables

Due: 3:00 PM April 30, 2019

Opening Date: 3:01 PM, April 30, 2019

Estimated Award Date: May 8, 2019

Bid Bond: \$

10% OF YEAR ONE TOTAL OF HIGHEST BID OPTION,
AUTOMATIC YEARLY RENEWAL.

Performance Bond: \$



~~7.5% OF YEAR ONE TOTAL. AUTOMATIC~~
YEARLY RENEWAL *2A.*

*(Addendum 3)
75% of year one
total. Automatic
yearly renewal
2A.*

This Bid reflects our best estimates, and or actual costs as of this date and conforms to the requirements provided in the City's Bid package. By submitting this bid, the bidder grants the City the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the bid. The City shall have the right to make such investigations as deemed necessary to determine the ability of the bidder to perform the services required. Upon request by the City, the Bidder shall furnish and certify all such supporting data and information that the City may request to demonstrate the Bidder's qualifications.

This response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. This bid is not submitted in conformity with any agreement or understanding with any Bidder to submit a false or sham bid. Bidder has not sought by collusion to obtain for itself or to provide with any Bidder to submit a false bid, to provide any other Bidder any advantage over any other Bidder or over the City of Johnstown.

In submitting this bid, the undersigned agrees that no Bid may be withdrawn for a period of four (4) months after the date of receipt of bids, and that all bids shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the City.

Name of Firm: <i>PPO DISPOSAL, INC</i>	Phone: <i>(814)-487-7033</i>
Address: <i>1288 WASHINGTON AVENUE SUMMERHILL, PA 15958</i>	Fax: <i>(814)-736-3112</i>
Signature of Authorized Bidder 	Attest: 
Type or Print name of Authorized Bidder <i>MICHAEL BELLVIA</i>	Affix Corporate Seal

Please check the appropriate box: Corporation Sole Proprietor Unincorporated

Include either Social Security or Federal Tax Identification Number: *27-1915839*

ACKNOWLEDGMENT OF ADDENDUM(S)

An authorized representative of the bidder's organization must sign and include with the completed bid documents this acknowledgement of any and all addendums, which were issued

Addendum # 2 Date Issued 4-22-2019

Name MICHAEL BELLUSA Title VICE PRESIDENT

Signature  Date 4-30-19

Addendum # 3 Date Issued 4-24-2019

Name MICHAEL BELLUSA Title VICE PRESIDENT

Signature  Date 4-30-19

Addendum # _____ Date Issued _____

Name _____ Title _____

Signature _____ Date _____

Name _____ Title _____

Signature _____ Date _____

Addendum 1

Page 11

Original:

DEMOGRAPHICS
Single family residences projected for September , 2019 6, 500 units

CURRENTLY BILLED
Residential/ Small Commercial Units 6,500 units

Amended:

DEMOGRAPHICS
Single family residences projected for September, 2019 5,750 units

CURRENTLY BILLED:
Residential/ Small Commercial Units 5,750 units

Page 33/34

Original :

BASE BID WITH OPTION A
Bid with Fall Clean Up Year 2019 & Spring Clean Up Years 2020-2029/ once A Year

Amended:

BASE BID WITH OPTION B
Bid With Fall Clean Up Year 2019 & Spring Clean Up Years 2020-2029/ Once A Year

Pages 31/32 and 33/34

Original:

Units
6,500 (Under all contract years)

Amended:

Units
5,750 (Under all contract years)

Page 41

Original:

ABILITY TO EXTEND The City of Johnstown, at it's sole discretion, reserves the right to extend this Contract

Amended:

ABILITY TO EXTEND The City of Johnstown, with mutual consent of the contractor, reserve the right to extend this contract

Question: Who determines what fines can be deducted from the escrow account?

Answer: The City Manager and/or designated city employee with right of contractor to offer defense prior to levy of fine

Question: What are the Multi family Dwellings with Containers? (What Page)

Answer: Under Background Information? (Census Data)

Question:

What are the types, sizes, quantities, and service frequencies for the containers located at City owned facilities?

Answer:

Will be supplies at later time

Change:

Martin Luther King Holiday shall be added to the list of holidays to be observed

Page 71

Question: Explain J Section 800 #6 on Page 71 of the Bid Specification

Answer: ~~Me~~ The foregoing provisions will be inserted in all subcontracts for work covered by this Contract. (Typo corrected in first word of line)

Page 75

Question: Can the City consider removal of Section 940.2h- City has the right to lease/ rent contractor vehicles in event of a default?

Answer:

The City shall remove Section 940.2h due to performance bond coverage of each default situation.

of financial responsibility for the household shall be provided to tile Contractor.

- iii. The discount shall be issued only when the senior head of household requests it. Otherwise the regular rate shall apply.
- d. The Contractor agrees to provide the City with an accurate current listing of service accounts upon written request, one hundred eighty (180) days prior to the expiration of this contract.

3. Payments Due to the City

a.) Within ten working days from the end of the billing cycle allowable in Section 700.2.b the contractor shall submit to the City a statement of gross receipts for the billing cycle and any receipts for delinquent accounts received during that same period. Along with the statement, the contractor shall submit a payment to the city in the amount of 3% of the total gross receipts in accordance with Section 730.

~~b.) The Contractor shall deposit the sum of \$15,000 in an account to be known as the Security Deposit Fund per Section 970, which will be maintained and controlled by the City of Johnstown. The Fund shall remain in control of the City throughout the term of the Contract. The Fund shall be used by the City solely for the satisfaction of payments, charges, and penalties provided for under terms of the contract. During the term of the contract the fund shall be replenished by the contractor should the amount drop below \$2,500, within 30 days notification by the City. Under termination of the Contract, any money and interest remaining in the fund shall be returned to the Contractor~~

Fwd: Addendum #3 City of Johnstown RFP

2 messages

Michael Bellvia <prodisposalmike@aol.com>
To: prodisposalcm@gmail.com

Mon, Apr 29, 2019 at 9:43 AM

Sent from my iPhone

Begin forwarded message:

From: George Hayfield <ghayfield@cojtwm.com>
Date: April 24, 2019 at 4:27:58 PM EDT
To: "daltonw@burgmeiers.com" <daltonw@burgmeiers.com>, "prodisposalmike@aol.com" <prodisposalmike@aol.com>, Ernie Pavan <Ernie.Pavan@advanceddisposal.com>, "mpleskov@wm.com" <mpleskov@wm.com>
Subject: Addendum #3 City of Johnstown RFP

[Addendum #3](#)[Bid Cover Sheet](#)

Original: Performance Bond: \$
7.5% of Year One Total
Automatic Yearly Renewal

Amended: Performance Bond: \$
75% of Year One Total
Automatic Yearly Renewal

Section 910 Bid Bond

Delete Wording as follows:

"and required to be renewed annually through each contract year from contract start date of September 1, 2019 through August 31, 2024 and each contract option year from September 1, 2024 through August 31, 2029."


There shall be no requirement to renew the Bid Bond

From: George Hayfield
Sent: Monday, April 22, 2019 2:00 PM
To: 'prodisposalmike@aol.com' <prodisposalmike@aol.com>; 'daltonw@burgmeiers.com' <daltonw@burgmeiers.com>; 'Ernie Pavan' <Ernie.Pavan@advanceddisposal.com>; 'apasquar@wm.com' <apasquar@wm.com>
Subject: Addendum 2, revised Bid Option A, Bid Option B shhets

Addendum 2

RFP Page 67 Delete 3. B. (\$15,000 Security Deposit Fund is removed from payments due to City) Attachment to email.

3 attachments




-  **Bid Sheet Solid Waste 2019 Opt A.xlsx**
11K
-  **Bid Sheet Solid Waste 2019 Opt B.xlsx**
11K
-  **SW RFP pg. 67.docx**
13K

Michael Bellvia <prodisposalmike@aol.com>
To: prodisposalcm@gmail.com

Tue, Apr 30, 2019 at 12:25 PM

{Quoted text hidden}

3 attachments

-  **Bid Sheet Solid Waste 2019 Opt A.xlsx**
11K
-  **Bid Sheet Solid Waste 2019 Opt B.xlsx**
11K
-  **SW RFP pg. 67.docx**
13K

George Hayfield

From: Ernie Pavan <Ernie.Pavan@advanceddisposal.com>
Sent: Tuesday, April 16, 2019 2:44 PM
To: George Hayfield
Cc: Ronald Carlson; Ernie Pavan
Subject: City Buildings - Service/Frequencies

Hi George,

Per the discussion this morning here is a list of the containers and frequencies for the City buildings

Location	Qty	Size	Frequency
City Hall	1	0.5 yd Handpick	1x/Week
Public Safety Bldg	1	30 Yd Rolloff	On-Call
Highway Garage	1	6 yd Container	2x/Week
	1	2 yd Container	1x/Week
Firehouse #2	1	0.5 yd Handpick	1x/Week
Firehouse #4	1	0.5 yd Handpick	1x/Week
Roxbury Park	1	8 yd Container	2x/Week
Point Stadium	1	6 yd Container	1x/Week

Thanks,

Ernie

Ernie Pavan
General Manager – Western Pennsylvania-Western Maryland



Advanced Disposal



Service First, Safety Always!

1192 McClellandtown Road
McClellandtown, PA 15458
Office: 724-737-7479 | Fax: 724-737-7511 | Mobile: 724-350-6742
Email: ernie.pavan@advanceddisposal.com

Connect with us: AdvancedDisposal.com [Facebook](#) [Youtube](#)



Clean & Green: Please consider the environment before printing this e-mail

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NON-COLLUSION AFFIDAVIT

STATE OF: Pennsylvania COUNTY OF: CAMBRIA

I state that I am Vice President of Pro Disposal Inc. (Name of firm) and that I am authorized to make this affidavit on behalf of said firm, and its owners, directors, and officers. I am the person responsible in said firm for the price(s) and the amount of this Response.

I state that:

1. The price(s) and amount of this Response have been arrived at independently and without consultation, communication or agreement with any other contractor, Respondent or potential Respondent.

2. Neither the price(s) nor the amount of the Response, and neither the approximate price(s) nor approximate amount of this response, have been disclosed to any other firm or person who is a Respondent or potential Respondent, and they will not be disclosed before opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from responding on this agreement, or to submit a Response higher than this Response, or to submit any intentionally high or noncompetitive Response or other form of complementary Response.

4. The Response of said firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. Pro Disposal Inc. (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows:
(If none, so state)

I state that Pro Disposal Inc. (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from City of Johnstown of the true facts relating to the submission of Responses for this agreement. I understand and said firm understands that any fraudulent concealment will allow the City to pursue all applicable remedies at law or equity included, but not limited to, the right to reject this Response.

[Signature]
Signature

Sworn to and Subscribed before me

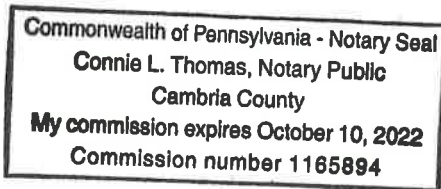
Name Michael Bellvia

This 29th day of April, 2019

Company Position Vice President

Connie L. Thomas (Notary Public)

If Commission expires



STATEMENT OF QUALIFICATIONS

1. Name of Contractor: PRO DISPOSAL, INC.
Office Address: 713 MOUNTAIN AVENUE
PORTAGE, PA 15940
Phone Number: 814-487-7033

2. Company's Years in Business 16 YEARS, EST. 2003, INC. 2010

3. Briefly state your qualifications and experience for performance of the Contract.

SEE ATTACHED (LABELED AS ATTACHMENT #1)
PRO DISPOSAL HAS OVER 25 YEARS OF EXPERIENCE IN THE SOLID WASTE AND RECYCLING INDUSTRY. WE HAVE SUCCESSFULLY HANDLED LARGE RESIDENTIAL AND COMMERCIAL CONTRACTS WITHOUT DEFECT.

4. Please identify the Contractor's principals, including the names and addresses of all owners or partners or shareholders and officers, or, if the Contractor is a public corporation, the officers, the members of the board of directors and shareholders holding more than five (5) percent of the corporate stock.

MARYANN BELLVIA - PRESIDENT
MICHAEL BELLVIA - VICE PRESIDENT
SHERI BELLVIA BOLLE - SECRETARY
DAVID BELLVIA - TREASURER

6. Please identify any subcontractors, their principals, including the names and addresses of all owners or partners or shareholders and officers, or, if the contractor is a public corporation, the officers, the members of the board of directors and shareholders holding more than five (5) percent of the corporate stock.

N/A

7. Explain the current screening mechanisms used by the company for applicants and also ongoing programs for employees (i.e., drug and alcohol, etc.) Do these apply to subcontractors?

PRE-EMPLOYMENT DRUG SCREEN - ALL NEW EMPLOYEES
RANDOM DRUG SCREEN - ALL EMPLOYEES (QUARTERLY)

TEST CONDUCTED BY: CONEMOUTH MEMORIAL MEDICAL CENTER
CORPORATE CARE SERVICES

8. Describe in detail the Contractor's employee/driver training program. Use additional sheets or attachments, if necessary.

PLEASE SEE ATTACHED.
(LABELED AS ATTACHMENT # 2)

9. What steps will the Contractor take to teach staff the specific requirements of the Contract?
IN DEPTH TRAINING FOR PROPER BILLING, AND
KNOWLEDGE OF THE CONTRACT AS WELL AS CUSTOMER
SERVICE TRAINING.

The City expects to communicate directly with one individual designated for ultimate responsibility for the Contract. The City will be notified immediately of any changes to this information. Provide all of the following information.

Contractor's Primary Contact Person for Contract Implementation
(Circle the preferred method of communication shown below)

Name: MICHAEL BELLUJA

Mailing Address: 1288 WASHINGTON AVENUE
SUMMERHILL, PA 15558

Direct Phone Line: 814-341-9575

Mobile: LISTED ABOVE

Fax: 814-786-3112

Email: prodisposal/mike@aol.com



COMPANY PROFILE

Bidding Company Name: Pro Disposal Inc.

Phone: 814-736-3631

Fax: 814-736-3112

Mailing Address: 1288 Washington Avenue
Summerhill, Pa 15958

Physical Address: 713 Mountain Avenue
Portage, Pa 15946

Recycling Address: 1926 Puritan Road
Portage, Pa 15946

Hours of Operation: 7AM-4PM EST

Contact: Michael Bellvia, Owner/Operations Manager
Mobile: 814-341-9575

Incorporation: Incorporated in the State of Pennsylvania April 1st, 2010

Years of Experience: Pro Disposal was founded January of 2003

Employees: Pro Disposal Inc. Employs 85 (Current)

Defaults: Pro Disposal Inc. has never defaulted on any type of contract nor has Pro Disposal Inc. ever failed to complete any awarded contracts.

Felonies: No Officer of Pro Disposal Inc. has ever been convicted or indicted of a felony charge.

Background: Pro Disposal Inc's officers and management team have over 25 years of experience in the solid waste and recycling field.

Officers: Michael Bellvia – Operations- 15 years
Sherri Bellvia – Administrative – 12 years
David Bellvia – Maintenance – 12 years

Management Team: Dominic Bellvia – Technical Experience – 50 Years
J.D. Rubal – Controller – 25 Years
Ronald Gallucci – Operations- 25 Years
Christopher McCall – Director of Safety- 10 Years
Joe Plummer – Portage Region Supervisor – 15 Years
Chad Fetzer – Johnstown Region Supervisor – 20 Years



Driver/Loader Training Program

Employee Name: _____ Employee ID#: _____ Start date: _____

Trainer Init Employee Init

Day 1

Employee sits with Human Resources: Complete personnel file, Complete DOT file (Driver only), Time clock procedure, Company Handbook, Important phone numbers.

Employee reviews policies and procedures for the company Safety: PPE, Lock Out Tag Out, Heat & Cold Stress, Accident procedures, Fire Extinguisher, Bloodborne Pathogen, Confined Space, Hazard Communication, Seat Belt Policy, Cell Phone Policy, Etc.

Employee reviews maintenance procedures: Pre-trip and Post-trip expectations, Packer operations.

Employee sits with dispatch and reviews: Route Sheets, Radio communication, Missed pick up and not-out procedures.

Employee is issued all safety equipment:

- a) Gloves
- b) Safety Vest
- c) Safety Glasses
- d) Rain suit
- e) Uniforms

Employee is taken to truck yard, all guidelines, procedures, and policies are discussed pertaining to the yard and clock in area.

Day 2

Employee rides in truck for the day and observes operations and procedures for the truck. Employee wears/uses proper PPE.

- Review: Pre & Post trip
- Packer Operation
- Landfill Procedures
- Cleaning around blade (Lock out/tag out)

Day 3

Employee rides in truck, observes and starts driving (or throwing) when it gets daylight. Employee wears/uses proper PPE.

- Review: Route sheets
- Container dumping
- Proper lifting and pushing

Day 4

Employee drives (or throws) for the day. Employee wears/uses proper PPE.

- Review: Not out procedures
- Missed pick up
- End of day procedures

Day 5

Employee drives (or throws) for the day. Employee wears/uses proper PPE.

- Review: Customer situations
- Route sheets
- Safe Backing

Day 6 thru 9

Employee is responsible for route, but an experienced employee observes new hire.

Employee wears/uses proper PPE.

- Review: Pre trip/Post trip
- Proper PPE
- Landfill procedures

Day 6 _____

Day 7 _____

Day 8 _____

Day 9 _____

Day 10

Employee must demonstrate to experienced employee and manager the operation and responsibility of the truck and route. Employee wears/uses proper PPE and

I _____ (employee) understand and have demonstrated the safe operation of the route and truck.

Employee: _____

Date: _____

Training Supervisor: _____

Date: _____

Safety Director: _____

Date: _____

PLEASE SEE ATTACHED (LABELED ATTACHMENT #3)

BID FORM 1 REPRESENTATIVE MUNICIPAL CONTRACTS

Name/Contact	Address	Phone	Dates/Type/ Value of Contract

BID FORM 1 REPRESENTATIVE MUNICIPAL CONTRACTS

Name/Contact	Address	Phone	Dates/Type/ Value of Contract

Representative Municipal Contracts

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Dates</u>	<u>Type</u>	<u>Value of Contract</u>
Portage Borough	721 Main Street	814-736-4330	2005-Current	Residential	
Portage Township	4109 Portage Street	814-736-3372	2005-Current	Residential	
South Fork Borough	507 Maple Street	814-495-4311	2014-Current	Residential	
Summerhill Township	895 Main Street	814-495-8236	2013-Current	Residential	
Ebensburg Borough	300 West High Street	814-472-8780	2018-Current	Residential	
Nanty Glo Borough	1015 1st Street	814-749-0331	2013-Current	Residential	
Westmont Borough	1000 Luzerne Steet	814-255-3843	2018-Current	Residential	
Upper Yoder Township	110 Sunray Drive	814-255-5243	2018-Current	Residential	
Dale Borough	277 David Street	814-535-7080	2014-Current	Residential	
Geistown Borough	721 E. Oakmont Blvd.	814-266-8313	2019-2021	Residential	
Conemaugh Township	142 Janie Street	814-535-6192	2019-2024	Residential	

*Several Other Residential Subcription Customers

***Contracts Est. total of 4,000,000 annually**

PLEASE SEE ATTACHMENT (LABELED ATTACHMENT # 4)

BID FORM 2 - EQUIPMENT

List the vehicle information for each service category. Indicate the number of each model and make listed; if they are currently owned, if on site at the hauler's location, the license number & any company vehicle ID number and if not currently owned or on site, the date of delivery.

Service Type	Chassis Make Model (Year)	Body Make Model (Year)	Now Owned	Now Onsite	If Owned Registration Tags/ Company ID No.	If Not Owned Anticipated Delivery Date
Municipal Solid Waste						
Recycle						
Bulk Items						

State Contractor's procedures and schedule for routine vehicle inspections. Describe arrangements and schedule for preventative maintenance. Specify any services subcontracted and to whom.

REQUIRED PRE & POST TRIP INSPECTIONS
SCHEDULED MAINTENANCE AND PREVENTIVE MAINTENANCE
IN HOUSE MAINTENANCE PROGRAMS
5 FULL TIME MECHANICS

State arrangement and schedule for vehicle repair. List number and types of standby collection vehicles, if any, Contractor could temporarily provide in the event of a major vehicle malfunction repair.

ALL TRUCKS HAVE A SCHEDULED PREVENTIVE MAINTENANCE
PROGRAM/ DATE.
WE CURRENTLY HAVE 3 STANDBY TRUCKS AVAILABLE FOR USE

List Contractor's procedures to be used to deal with equipment breakdowns. Describe for pre-route breakdowns and while in-route. Use additional pages or attachments, if necessary.

MOBILE MAINTENANCE TRUCK EQUIPPED WITH ALL
NECESSARY TOOLS TO USUALLY FIX ON ROUTE
ISSUES, IF THE VEHICLE CANT BE FIXED WE WOULD
USE A STANDBY VEHICLE FOR THE REST OF THE ROUTE.

Pro Disposal Inc.
 Vehicle Schedule
 Updated: 3/20/2019

Year	Make	Truck Number	Model	Type	VIN	GVW
1996	Mack	2	RB600	RL	1M2AM20C8TM002800	58,400
2002	Volvo	7	VHD	RO	4V5KC9UF82N333524	73,280
2010	Freightliner	9	106ME	RL	1FVACXBS6ADAT1046	33,000
2011	Mack	10	600LEU	FL	1M2AU02C8BM004983	73,280
2007	Mack	12		RO	1M2AT04C67M003127	73,280
2005	Autocar	13	WX64	FL	5VDCD6BE15H200773	58,400
2012	Mack	14	GU813	RL	1M2AX13C5CM018448	58,400
2013		15	4900	RL	1HTMKAAN2DHI47894	33,000
1998	International Tractor			RY	2HSFBAER1WC057026	80,000
2005	Stoughton Trailer			RO	1DW1A53265B772214	N/A
2005	Stoughton Trailer			RO	1HTWCAAR35J006707	N/A
2005	International	6	7400	RL	4V5KC9GF56N417124	54,000
2006	Volvo	18	VHD	RL	1JVS32F2YF600500	58,400
2000	Fruehauf Trailer		VON	RO	1JVS32F4XF554778	N/A
1999	Fruehauf Trailer		VON	RO	3HTNUAPT3GN378270	N/A
2016	International	19		RL	3HTNUAPT3GN250093	58,400
2016	International	17	7600	RO	3HTNUAPT3GN250093	73,280
2007	International	21	4300	RL	1HTWYAHT27J425881	33,000
2007	International		Xpeditor	FL	1HTMNAAN87H554706	33,000
2008	Autocar	22		RO	5VDCD6KE28H206165	58,400
2009	Autocar	23		RO	5VDCD6KF79H208049	73,280
2009	Peterbilt	24	320	RL	3BPZH58X89F719137	33,000
2010	Freightliner	31	M2	RL	1FVACXD78ADAR2761	33,000
2004	Peterbilt	4	357	RO	1NPAL0EX64D813898	73,280
2004	Kenworth	11	T800	RO	1NKDLUOX64J395300	73,280
2009	Freightliner	5	M2	RL	1FVHCYBS99HAJ5027	58,400
2009	Autocar	27		FL	5VCHC61FX9H207688	58,400
2009	Freightliner	16	16M	RL	1FVACXBS99DAJ9064	54,000
2007	Freightliner	1	M2	RL	1FVHC7DE57HY68097	54,000
2002	International	3	265	RL	1HTGHADT22H505031	58,400
2010	Kenworth	8	T800	RO	1NKDX4EX5AJ270507	73,280
1995	Ford	TT2	L8000	TT	1FTYS95B2SYA30229	N/A
2009	Crane Carrier	25		RL	1CYCCL5869T049363	58,400
2019	International	26	4400	RL	1HTMKTAN5KH81438	33,000
1997	Western Star	20		RO	2WKEDDCH5YK947108	73,280
2018	Peterbilt	28		FL	3BPDL70X8JF197923	73,280
2019	International	29	HXG2SBA6X4	RO	3HTDTAPT5KN643326	73,280
2007	International	30		RL	1HTWYAHT47J425882	58,400

BID FORM 3 - FACILITIES

Identification and location of the processing and disposal companies

List the name, location and distance from City of Johnstown for the facilities proposed for use in providing the services specified in the Contract.

Disposal/Transfer/Recycling Facility:	Permit # if applicable	Location:
SOUTHERN ALLEGHENIES LANDFILL	WH-3399	DAVIDSVILLE, PA Approx. 12-15 miles
LAUREL HIGHLANDS LANDFILL	WH-3399	VENTONDALE, PA Approx. 12-15 miles
PRO DESIGN INC. RECYCLING FACILITY	WH-3399	PORTAGE, PA Approx. 20 miles

BID FORM 3 - FACILITIES

Identification and location of the processing and disposal companies

List the name, location and distance from City of Johnstown for the facilities proposed for use in providing the services specified in the Contract.

Disposal/Transfer/Recycling Facility:	Permit # if applicable	Location:

CERTIFICATION OF DISPOSAL FACILITY

Provide a copy of this form for each facility to be used in the Contract

I acknowledge that Southern Alleghenies Landfill Inc (Name of Firm/Facility) shall be responsible for disposing of Waste collected by Pro Disposal Inc the Contractor under the City of Johnstown Contract.

I understand and agree that the City shares no risk, expense, or profit for the disposal and transport of the materials.

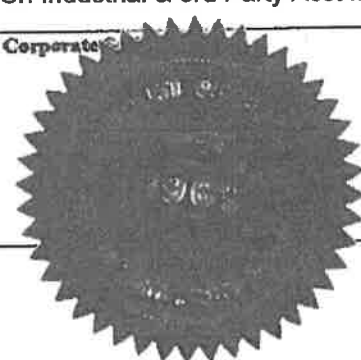
I certify that the disposal system of Southern Alleghenies Landfill Inc (Name of Firm/Facility) is permitted/approved by the PADEP or equivalent state regulatory agency to accept municipal waste, and managing the waste to the degree necessary to be marketable.

I certify that the disposal system of Southern Alleghenies Landfill Inc (Name of Firm/Facility) has sufficient capacity to receive, process, and dispose all materials collected during the period of the City of Johnstown Contract.

I understand and agree that Southern Alleghenies Landfill Inc and the Contractor must have and provide to the City a contingency plan to avoid disruption of the program through a temporary shutdown.

Please check the appropriate box: Corporation Partnership Sole Proprietor Unincorporated

Include either Social Security Federal Tax Identification Number: 25-1232336

Name of Firm	Tel: 412-475-2808
Southern Alleghenies Landfill Inc. A Waste Management of Pennsylvania Inc Company	Fax: 1-888-844-4269
Type or Print Name and Title of Officer or Authorized Representative of Facility Michael J. Magee Vice President and Assistant Secretary	Attest: <i>Scott Oeller</i> Sr. Industrial & 3rd Party Acct Mgr.
Signature of Officer or Authorized Representative of Facility <i>Michael J. Magee</i> Date: 4/26/2019	Corporate Seal 

CERTIFICATION OF DISPOSAL FACILITY

Provide a copy of this form for each facility to be used in the Contract

I acknowledge that Laurel Highlands Landfill, Inc. (Name of Firm/Facility) shall be responsible for disposing of Waste collected by Pro Disposal Inc. the Contractor under the City of Johnstown Contract.

I understand and agree that the City shares no risk, expense, or profit for the disposal and transport of the materials.

I certify that the disposal system of Laurel Highlands Landfill, Inc. (Name of Firm/Facility) is permitted/approved by the PADEP or equivalent state regulatory agency to accept municipal waste, and managing the waste to the degree necessary to be marketable.

I certify that the disposal system of Laurel Highlands Landfill, Inc. (Name of Firm/Facility) has sufficient capacity to receive, process, and dispose all materials collected during the period of the City of Johnstown Contract.

I understand and agree that Laurel Highlands Landfill, Inc. and the Contractor must have and provide to the City a contingency plan to avoid disruption of the program through a temporary shutdown.

Please check the appropriate box: Corporation Partnership Sole Proprietor Unincorporated

Include either Social Security Federal Tax Identification Number: 25-1232336

Name of Firm	Phone: 412-475-2808
Laurel Highlands Landfill, Inc. A Waste Management of Pennsylvania Inc Company	Fax: 1-888-844-4269
Type or Print Name and Title of Officer or Authorized Representative of Facility Michael J. Magee Vice President and Assistant Secretary	Attest: <i>Scott O'Brien</i> Sr. Industrial & 3rd Party Acct Mgr.
Signature of Officer or Authorized Representative of Facility <i>Michael J. Magee</i> Date: 4/26/2019	Corporate Seal 

CERTIFICATION OF RECYCLING FACILITY

Provide a copy of this form for each facility to be used in the Contract

I acknowledge that PRO DISPOSAL INC. (Name of Firm/Facility) shall be responsible for processing Recyclables collected by PRO DISPOSAL INC. the Contractor under the City of Johnstown Contract.

I understand and agree that recyclables may not be deposited as Garbage at a landfill or incinerator.

I understand and agree that the City of Johnstown shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product.

I certify that the processing system of PRO DISPOSAL INC. (Name of Firm/Facility) is capable of accepting the following materials for recycling and processing the Recyclables to the degree necessary to be marketable. : (circle all that apply)



- | | | |
|--|-------------------|--|
| <p><u>Aluminum cans,</u>
<u>Plastics # 1, 2, 3, 4, 5, 6,</u>
<u>Bi-metal cans,</u>
<u>Newsprint.</u></p> | <p><u>ALL</u></p> | <p><u>Magazines,</u>
<u>Clear, brown, and green glass bottles,</u>
<u>Multi grades of corrugated cardboard</u>
<u>Other mixed paper.</u></p> |
|--|-------------------|--|

I certify that the processing system of PRO DISPOSAL INC. (Name of Firm/Facility) has sufficient capacity to receive, process, and store all materials collected in one week.

I agree that the City may visit and inspect PRO DISPOSAL INC. (Name of Firm/Facility) at any time given reasonable notice.

Please check the appropriate box: Corporation Partnership Sole Proprietor Unincorporated

Include either Social Security Federal Tax Identification Number: 27-1915859

Name of Firm <u>PRO DISPOSAL, INC.</u>	Phone <u>814-487-7033</u>
Address <u>1288 WASHINGTON AVENUE</u> <u>SUMMIT HILL, PA 15958</u>	Fax <u>814-736-8112</u>
Type or Print Name and Title of Officer or Authorized Representative of Facility <u>MICHAEL BELLUVA</u> <u>VICE PRESIDENT</u>	Attest: 
Signature of Officer or Authorized Representative of Facility 	Corporate Seal
Date: <u>4/30/19</u>	

DETERMINATION OF THE LOW BIDDER

The Determination of the low bidder to whom a contract may be awarded will be based upon the lowest total combined annual cost for Option A or the lowest total combined annual cost for Option B

The City reserves the right to select the lowest responsible bidder for Option A or Option B, based on what is in the best interest of the City, even if the lowest total combined annual cost for the selected option appears to be higher than the lowest total combined annual cost for the other option

The total combined annual cost for Option A is determined by adding together the total annual cost as calculated from the Option A bid sheet for rates and services for years 2019 through 2029

The total combined annual cost for Option B is determined by adding together the total annual cost as calculated from the Option B bid sheet for rates and services for years 2019 through 2029

BASE BID WITH OPTION A

Bid with pick-up of One Bulk Item/ White Good per month for 12 months per year
Estimated units have been provided solely for calculation purposes of the bid and are not
intended to represent actual service requirements with 100% accuracy

Collection Service	Unit cost per Month	Units	Total Cost per month	Total Annual Cost
Base collection Rate September 1, 2019-August 31, 2020	\$18.97	5,750	\$109,071. ⁵⁰	\$1,308,930. ⁰⁰
Base Collection Rate September 1, 2020-August 31, 2021	\$19.54	5,750	\$112,355. ⁵⁰	\$1,348,260. ⁰⁰
Base Collection Rate September 1, 2021-August 31, 2022	\$19.96	5,750	\$114,770. ⁵⁰	\$1,377,240. ⁰⁰
Base Collection Rate September 1, 2022-August 31, 2023	\$20.52	5,750	\$118,220. ⁵⁰	\$1,418,640. ⁰⁰
Base Collection Rate September 1, 2023-August 31, 2024	\$21.17	5,750	\$121,727. ⁵⁰	\$1,460,730. ⁰⁰
Base Collection Rate Option Year 1 September 1, 2024-August 31, 2025	\$21.81	5,750	\$125,407. ⁵⁰	\$1,504,890. ⁰⁰
Base Collection Rate Option Year 2 September 1, 2025-August 31, 2026	\$22.46	5,750	\$129,145. ⁰⁰	\$1,549,740. ⁰⁰
Base Collection Rate Option Year 3 September 1, 2026-August 31, 2027	\$23.81	5,750	\$136,907. ⁵⁰	\$1,642,890. ⁰⁰

Base Collection Rate			
Option Year 4	\$ 24.51	5,750	\$ 1,717,410.00
September 1, 2027-August 31, 2028			
Base Collection Rate	\$ 26.77	5,750	\$ 1,847,130.00
Option Year 5			
September 1, 2028-August 31, 2029			
COMBINED TOTAL ANNUAL COST (10 Yr.)			\$ 15,175,860.00

BASE BID WITH OPTION B

Bid with Fall Clean Up Year 2019 & Spring Clean Up Years 2020-2029 / once a year with Maximum of 6 bulk items or White goods
 Estimated units have been provided solely for calculation purposes of the bid and are not
 intended to represent actual service requirements with 100% accuracy

Collection Service	Unit cost per Month	Units	Total Cost per month	Total Annual Cost
Base collection Rate September 1, 2019 -August 31, 2020	# 22.39	5,750	# 128,742. ⁰⁰	# 1,544,910. ⁰⁰
Base Collection Rate September 1, 2020 - August 31, 2021	# 23. ⁰⁰	5,750	# 132,595. ⁰⁰	# 1,591,140. ⁰⁰
Base Collection Rate September 1, 2021-August 31, 2022	# 24. ²¹	5,750	# 139,207. ⁵⁰	# 1,670,490. ⁰⁰
Base Collection Rate September 1, 2022-August 31, 2023	# 25. ¹²	5,750	# 144,727. ⁵⁰	# 1,736,730. ⁰⁰
Base Collection Rate September 1, 2023-August 31, 2024	# 25. ⁹⁰	5,750	# 149,270. ⁰⁰	# 1,791,240. ⁰⁰
Base Collection Rate Option Year 1 September 1, 2024-August 31, 2025	# 26. ⁷³	5,750	# 153,697. ⁵⁰	# 1,844,370. ⁰⁰
Base Collection Rate Option Year 2 September 1, 2025-August 31, 2026	# 27. ⁵³	5,750	# 158,297. ⁵⁰	# 1,899,570. ⁰⁰
Base Collection Rate Option Year 3 September 1, 2026-August 31, 2027	# 28. ³⁵	5,750	# 163,012. ⁵⁰	# 1,956,150. ⁰⁰

Base Collection Rate			
Option Year 4	# 29.19	5,750	# 167,842.50
September 1, 2027-August 31, 2028			# 2,041,110.00
Base Collection Rate	# 30.45	5,750	# 175,087.50
Option Year 5			# 2,101,050.00
September 1, 2028-August 31, 2029			
COMBINED TOTAL ANNUAL COST (10 Yr.)			<u>\$ 18,149,710.00</u>

CONFIRMATION OF RATES AND BID BOND CALCULATIONS

The combined total annual cost of either Option A or Option B, whichever is deemed to be in the best interest of the City, will determine the low bidder.

OPTION A COMBINED TOTAL ANNUAL COST = \$ 15,175,860.⁰⁰
FIFTEEN MILLION ONE HUNDRED SEVENTY FIVE THOUSAND EIGHT HUNDRED SIXTY AND ZERO CENTS
WORDS DOLLARS AND WORDS CENTS


OPTION B COMBINED TOTAL ANNUAL COST = \$ 18,149,710.⁰⁰
EIGHTEEN MILLION ONE HUNDRED FORTY NINE THOUSAND SEVEN HUNDRED AND TEN DOLLARS AND ZERO CENTS
WORDS DOLLARS AND WORDS CENTS

Calculation of Bid Bond

The Bid Bond shall be calculated on 10% of the Year One Total for Option A or Option B, whichever is higher. Bond shall be automatically renewed on annual basis.

OPTION BID BOND = \$ 154,491.⁰⁰
ONE HUNDRED FIFTY FOUR THOUSAND FOUR HUNDRED AND NINETY ONE AND ZERO CENTS
WORDS DOLLARS AND WORDS CENTS

The foregoing constitutes the proposed contract price of this bidder and the amount of the Bid Bond submitted. This bidder also understands and acknowledges that all other information which may be required under the bid specifications must be submitted to create a valid proposal.

DATE: 4-30-2019
Company Name: PRO DISPOSAL, INC.
Signature of Responsible Party: 
Please Print Name: MICHAEL BELLUGA
Title: VICE PRESIDENT

ARTICLES OF AGREEMENT

The Contractor agrees, under the conditions set forth in a bond, which is attached and made a part of this Agreement, to furnish all necessary materials, labor, plant, machinery and equipment, and at its own risk and expense, and to complete such work and/or furnish such materials, for the prices as shown on the attached proposal. For the purpose of this Agreement, the Bid Document and its addendums, issued by the City, including such instructions, specifications, and/or conditions of agreement; and also the proposal submitted by the Contractor including the forms, narratives and any Exhibits; all of which are attached hereto, shall comprise the full and complete understanding between the Contractor and the City of Johnstown.

MADE AND ENTERED INTO, this _____ day of _____, 2019 by and between the City of Johnstown,

City of Johnstown

Signature Date

Mayor

Signature Date

Manager

George Hayfield June 12, 2019
Signature Date

WITNESSED:

AND

Company

Pro Disposal Inc. _____

Authorized Contractor

Michael Bellini, VP _____

Signature of Authorized Contractor

[Signature] _____

Date 4/29/19 _____

NOW, THEREFORE, THIS AGREEMENT WITNESSED:

Connie L. Thomas Notary Public

Signature
My Commission expires

State of PA

County of CAMBRIA

Commonwealth of Pennsylvania - Notary Seal
Connie L. Thomas, Notary Public
Cambria County
My commission expires October 10, 2022
Commission number 1165894

1ST SUMMIT BANK

CLEAN IRREVOCBLE LETTER OF CREDIT



Irrevocable Letter of Credit No. 529 for Bid Bond

US \$156,000.00

Date: April 29, 2019

City of Johnstown
401 Main Street
Johnstown, PA 15901

Residential Garbage and Recycling Collection, Disposal and Processing

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Pro Disposal, Inc. and 1ST SUMMIT BANK, are hereby held and firmly bound unto the City of Johnstown, 401 Main Street, Johnstown, PA 15901, Cambria County, Pennsylvania, in the sum of One Hundred Fifty Six Thousand Dollars (\$156,000.00) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 29th day of April 2019. The conditions of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for:

NOW THEREFORE,

- (a) If said bid shall be rejected, or in the alternate
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (property completed in accordance, with said bid) and shall furnish a bond for its faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

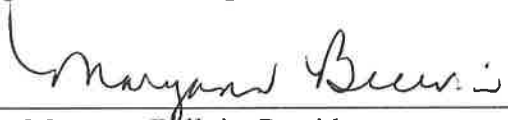
1ST SUMMIT BANK




The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their property officers, the day and year first set forth above.

Principal: **Pro Disposal, Inc.**

By: 
Maryann Bellvia, President

Surety: **1ST SUMMIT BANK**

By: 
John E. Kubinsky, Senior Vice President

SPECIFICATIONS FOR COLLECTION, DISPOSAL AND PROCESSING

A. GENERAL CONDITIONS

Section 1 Agreement - When To Be Signed

The Corporation, firm, or individual to whom the contract is awarded will be required to sign the Articles of Agreement, prior to the submission of the completed bid package. Failure to sign the Articles of Agreement will render the bid non-responsive.

Section 2 Definition Of Parties

DEFINITION OF MANAGER The term Manager refers to the City's designated representative that will administer the contract. It is agreed by the parties to this contract, that wherever the word "Manager" occurs in the contract, it will be considered as referring to the City.

DEFINITION OF CITY — The City of Johnstown, a municipal corporation of the Commonwealth of Pennsylvania.

DEFINITION OF CONTRACTOR - It is agreed by the parties hereto that wherever the word "Contractor," or the pronoun(s) in place thereof are used in this contract, they are to be considered as referring to and meaning the contracting party or parties, or such party or parties seeking to enter into a contract with City of Johnstown, as the case may be, or the legal representatives of such party or parties.

Section 3 Components Of Contract

The following documents are part of this contract and supplement one another:

- A. PROPOSAL made by the prospective Contractor on the separate forms provided by the City;
- B. Particular SPECIFICATIONS special to this contract
- C. All NARRATIVES, EXHIBITS, provided by the prospective Contractor in the proposal
- D. FINANCIAL SECURITIES executed by the prospective Contractor
- E. BID DOCUMENT AND ANY ADDENDUMS issued by the City
- F. CONDITIONS OF AGREEMENT in the bid document issued by the City

The agreement shall become binding upon the formal acceptance of the prospective Contractor's bid by the City as evidenced by the City's execution of the Agreement

The contract sets forth all the promises, agreements, conditions and understandings between City and Contractor(s), and there shall be no promises, agreements, conditions, or understandings, either oral or written, between them other than those that are set forth in the contract. Unless provided for in the contract, no subsequent alteration, amendment, charge or addition to the contract shall be binding upon City or Contractor(s), unless expressly agreed upon and reduced to writing by the City to the Contractor(s).

Section 4 Scope Of Contract

This contract will include all necessary repair, maintenance, and minor incidental work as described elsewhere herein, which cannot be properly estimated or planned in advance, or which may be of any emergency nature. The Manager of the City authorizing the work to be done under this contract shall be the sole judge of repair or maintenance or minor incidental

work to be carried out under this contract, and shall direct same, and the successful Contractor agrees to accept such decisions as final and binding.

AMENDMENT - The Contract contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract, shall be deemed to exist or to bind any of the parties hereto. The Contract may not be changed modified, discharged or extended except by written amendment by the City and duly executed by the parties.

QUANTITY OF WORK CONTINGENT UPON NEEDS - It is hereby agreed that City of Johnstown does not in any way guarantee or imply the amount of work, services, or commodities that may be required or delivered under this agreement. It is also mutually understood between the parties to this agreement that needs cannot be forecast. The intent of this proposal, and the subsequently awarded contract (if any be entered into), is to determine the lowest responsible bidder who will be able, willing, and ready to furnish proper equipment, qualified persons, and/or efficient service(s) as required under this contract. No liability shall attach to the City for any decision: (a) to limit the work under the contract; (b) to decline to award the contract; or (c) to decline to order any work to be performed under an awarded contract.

Section 5 Bidding Process

BIDDERS TO INVESTIGATE - Bidders are required to submit their bids upon the following express conditions, which apply to and are deemed a part of every bid received:

Bidders must satisfy themselves, by personal examination of the location and by such other means as may be necessary or helpful as to the actual and exact conditions existing, the character and requirements of the work and the difficulties intent upon its execution and analyze all laws and regulations which may affect the work.

If any discrepancies should be found between existing conditions and the Contract Documents, prospective Bidders shall report these discrepancies to the Township for clarification prior to submitting a bid. Failure of the Bidder to recognize job site conditions that affect the work shall not be considered sufficient cause for an increase in the contract price.

The submission of a bid will constitute an incontrovertible representation of the Bidder that the Bidder has and will comply with every term, condition and requirement of the Contract Documents and that the Contract Documents are sufficient in scope to convey all terms, conditions and requirements for performance and furnishing of the work.

COLLUSION BETWEEN BIDDERS - If the City forms a reasonable belief that a prospective Contractor is interested in more than one proposal for the same item that is sufficient cause for rejection of all proposals in which collusion between bidders is suspected.

REJECTION OF BIDS - The City reserves the right to reject, for any reason, any or all bids if it is in the best interest(s) of the City to do so.

FIRM PRICE BIDS - The City cannot allow escalation of prices during the contract term. All contracts are for fixed prices. Such statements as "interest charges applied on accounts 30 days or older" or "prices subject to revision" are considered escalation clauses. Any reference in documents submitted with the bid, which indicates that the prices are not firm, may be cause for rejection of the bid.

TAX STATUS OF CITY - The City of Johnstown is exempt from all Federal Excise and Transportation Taxes, and the Pennsylvania Sales and Use Tax for purchase of tangible personal property. Therefore, a prospective Contractor should not include any such taxes in its calculations, or in the prices bid. However, if the prospective Contractor determines that certain taxes are properly payable by the City, the Contractor must include such costs in its calculations of bid prices. The City will not be responsible or liable for the payment of any of the aforesaid taxes, or any other tax paid or payable by the contractor, unless specifically stated in bid.

AWARD - Award shall be made to the lowest *responsible* bidder on a low total combined annual cost basis for Option A or Option B as the City determines is in its best interests. Bidders should be mindful that the lowest-priced bidder may not be the lowest *responsible* bidder.

CONTRACTOR TO BE QUALIFIED AND RESPONSIBLE - Before the Contract is awarded, prospective Contractors must satisfy the City that they have the requisite organization, capital, plant, ability and experience to satisfactorily perform the work under this contract in accordance with the terms and conditions of the contract and in conformity with the best modern practices and industry standards

Each Bidder must be regularly engaged in, and have at least five (5) years of experience in performing the type of work required for this Contract. No award will be made to any Bidder who cannot warrant, and upon request cannot demonstrate, that it possesses the knowledge, experience, skill, capital, licenses, permits, patents and/or personnel necessary to satisfactorily enable it to prosecute and complete the work successfully and perform the work within the time required pursuant to the Contract Documents.

NOTICE OF AWARD - Regardless of any notification of award to any prospective Contractor, all bids remain open and acceptable by the City for one hundred twenty (120) days from the bid opening date. Nothing in this paragraph is to be considered a waiver of the City's rights against a prospective Contractor who fails to execute a contract once it is awarded.

FICTITIOUS NAME REGISTRATION - Where a fictitious name is used a certificate must be attached showing that the fictitious name is duly registered with the state.

CONTRACT NOT TO BE AWARDED TO PERSONS IN ARREARS TO CITY - No contract will be awarded to any corporation, firm or individual who is, for any reason, in arrears to the City or who has failed, in any former contract with the City, to perform work satisfactorily, either as to the character of the work or the time consumed in its completion.

Section 6 Period Of Contract Length Of Agreement

It is agreed that this contract shall be in effect for the term beginning on the date on which it is countersigned by the Officers of City of Johnstown and expiring in 5 years on the 31st day of August 31. 2024.

ABILITY TO EXTEND The City of Johnstown, at its sole discretion, reserves the right to extend this contract:

(a) for up to 90 (ninety) days after the indicated expiration date as described in this contract. This mechanism would be utilized in the event that a lapse in the current contract occurs before a new contract can be established for the goods or services indicated on the contract. When applicable, an extension notice will be issued defining the exact extension of the contract; all other terms and conditions of the extended contract will remain in full force and effect.

(b) - for a total of 5 years after the indicated expiration date as described in this contract with the extension option including the period of years from 2024-2029.

(c)- for up to a total of 5 years after the indicated expiration date as described in this contract with 5 extension options each for a period of 1(one) year.

Section 7 Contract Assignment

The Contract shall be binding upon the parties hereto, their heirs, administrators, successors and assigns. The Contractor shall not sell, assign, pledge, transfer or encumber the Contract, or any part thereof, without the prior written approval of the City.

ASSIGNMENT SUBCONTRACTING -- If the Contractor intends to subcontract any part of the services required under this contract, the Contractor must specify the parts and identify the subcontractor. The Contractor must identify the subcontractor and supply the qualifications and experience specific to that subcontractor in each segment of the proposal and on all areas on the proposal forms. The City will not issue any monies directly to subcontractors, even if the City is aware of and approved use of the subcontractor. The Contractor shall not assign any part of this contract without the knowledge and written consent of City. The Contractor shall not assign any right to monies to be paid hereunder by the City. It is further agreed that no subcontract, if consented to, shall under any circumstances relieve the Contractor of any liabilities and obligations under this Contract. and should any subcontractor fail to perform the work undertaken in a satisfactory manner, such subcontract must be terminated immediately and ended by the Contractor upon notice of the Manager to do so.

B. OVERVIEW

Section 10 Purpose and Intent

The City intends to engage the Contractor to collect Municipal Solid Waste, and Recyclable Materials subject to the actual award of services from all single-family homes, and all multifamily dwellings with 4 or less attached units within the Collection Area. All such Structures have mandatory inclusion, subject to any exclusions set forth in the specifications, and shall be charged as described for services provided in the Contract. In addition, the Contractor will collect Municipal Solid Waste and Recyclable Materials from designated City Facilities, and from small commercial establishments that generate waste and recyclables in quantities similar to residential units and that voluntarily opt into the contract.

Section 20 Description of Services

Public health and safety, as well as environmental protection, are of primary importance to City of Johnstown. Therefore, the City intends to implement, through contracted services, a municipal solid waste management program that encourages waste minimization and increases opportunities for recycling.

- a) Collection for municipal solid waste shall be weekly for 12 months of the year.
- b) Collection of recyclable materials shall be bi-weekly for 12 months of the year.
- c) Collection of municipal solid waste and recyclables will be provided to all structures for one base collection rate. Each residential unit will be allowed to dispose of a combined total of two 40 gallon cans containing bagged waste or six 32-gal/40 pound bags of waste per week and one Bulk Item or White Good per month collected on a scheduled day/week under Option A or a Spring Clean up collection of six Bulk Item or White Goods under Option B, whichever Option the City deems in its best interest. In Option B year 2019 a Fall Clean up would be scheduled in September/ October and from year 2020 through 2029 a Spring Cleanup would be scheduled in April/ May.
- d) The City desires the collection of recyclables that includes a collection for commingled aluminum cans, plastics #1, 2, bi-metal cans, clear, brown and green glass bottles, and newsprint, magazines and other mixed paper. The Contractor may utilize a single stream or dual stream collection system. The City encourages the Contractor to begin collecting multi grades of corrugated cardboard during the term of the contract. The schedule for collection of recyclables will be bi-weekly and on the same regularly scheduled day of collection as that for municipal solid waste.
- e) Collection of leaf waste shall be provided by the City. Leaf waste shall not be accepted for collection and disposal by the Contractor.
- I) In addition to residential collection, the City desires collection at City Facilities. Where the collection of bags is prohibitive, the City desires containerized collection at certain City Facilities.

Section 30 Contract Term.

The City intends for actual collection and processing services to begin September 1, 2019 and continue for a term of five years, ending at midnight August 31, 2024 with an option to extend, at the sole discretion of the City, for 90 days, for five years or for

up to five one-year periods.

Section 40 Definitions.

In addition to capitalized terms that are defined elsewhere, the following meanings apply:

"Bags" Plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 40 gallons and a loaded weight not to exceed 40 lbs.

"Base Collection Rate" — The monthly cost per unit for municipal solid waste collection service, which includes the collection of recyclables at no additional cost.

"Bid Bond" The corporate surety bond or a certified check drawn on a national bank, in the amount specified in the Instruction to Bidders, submitted with the bid as a guarantee that the bidder will, if called upon to do so, accept and enter in the Contract.

"Bulk Waste" A large appliance, piece of furniture or waste material from a residential source other than Construction Debris, Hazardous Waste, or Covered Devices included in the Covered Device Recycling Act now or as may be amended.

"Collection Area" means that portion of the City in which the Contractor provides collection services as described in Section 100.

"Community activities" — Events sponsored in whole or in part by a municipality, or conducted within a municipality and sponsored privately, which include, but are not limited to, fairs, bazaars, socials, picnics and organized sporting events that will be attended by 200 or more individuals per day.

"Construction Debris" Waste building materials resulting from construction, remodeling, repair or demolition operations.

"Container" means a metal or plastic receptacle used for Municipal Solid Waste and /or Recyclables collection.

"Contract Documents" The Request for Bids, Instructions to Bidders, Contractor's Bid, Contract Specifications, the Articles of Agreement, Performance Bond or Letter of Credit and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.

"Contractor" The individual, firm, partnership, joint venture, corporation, or association providing Municipal Solid Waste and Recyclable Material collection, disposal, and processing under Contract with the City.

"Corrugated paper"—A structural paper material with an inner core shaped in rigid parallel furrows and ridges.

"Covered Device Recycling Act"— (House Bill 708), Act 108 of 2010 - An Act establishing a recycling program for certain covered devices; imposing duties on

manufacturers and retailers of certain covered devices; providing for the powers and duties of the Department of Environmental Protection and for enforcement; establishing the Electronic Materials Recycling Account in the General Fund; and prescribing penalties

"Covered device." A covered computer device and covered television device marketed and intended for use by a consumer. Covered devices are not acceptable for curbside collection and disposal. Covered devices include:

- a) Covered computer device - A desktop or notebook computer or computer monitor or peripheral, marketed and intended for use by a consumer.
- h) Covered television device - An electronic device that contains a tuner that locks on to a selected carrier frequency and is capable of receiving and displaying television or video programming via broadcast, cable or satellite, including, without limitation, any direct view or projection television with a viewable screen of four inches or larger whose display technology is based on cathode ray tube, plasma, liquid crystal, digital light processing, liquid crystal on silicon, silicon crystal reflective display, light emitting diode or similar technology marketed and intended for use by a consumer primarily for personal purposes.
- c) Peripheral - A keyboard, printer or any other device sold exclusively for external use with a computer that provides input into or output from the computer.

"Curbside" —From any Structure, the nearest point at the side of a City or State maintained roadway, or from a Multi Family Dwelling with a private roadway, the nearest point at the side of the private roadway, provided the property owner(s) has/have issued a waiver for collection vehicles to travel along the roadway for collection.

"Curbside Recycling" means recycling services generally provided to Single Family Structures, Multifamily Dwellings of 4 or less attached units, and Small Commercial Establishments. Recyclables are placed by customers at curbside locations for collection.

"Detachable Container" (also at times referred to as "dumpster") means a watertight, all-metal Container, not less than three quarter (3/4) cubic yards in capacity and equipped with a tight-fitting metal or plastic cover. The term shall also apply to Containers of other material of similar size when approved by the City. Detachable Containers two (2) cubic yards and under shall be equipped with at least four (4) wheels. Detachable Containers shall have no jagged edges or holes.

"Disposal" The deposition, injection, dumping, spilling, leaking or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters the environment, is emitted into the air, or is discharged to the waters of this Commonwealth.

"Disposal Site" A refuse depository for the processing or final disposal of Refuse including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

"Food Waste" means vegetable and other food scraps, including meat, dairy products, grease and bones; paper which has been contaminated with food, fat or grease; and compostable paper including paper towels, paper plates, tissue and waxed paper.

"Garbage" means all discarded putrescible municipal solid waste matter but not including sewage or sewage sludge, human excrement or Leaf Waste.

"Generator" A person or municipality that produces or creates a municipal waste.

"Hazardous Waste" - Waste designated as hazardous by the United States Environmental Protection Agency or the Pennsylvania Department of Environmental Protection.

"Large Items" - Items that are too large to be placed inside of a 40-gallon bag or can, with an individual weight no greater than that allowed for a can or bag and which do not meet the definition of a bulk item. These items include lamps, bicycles, large toys and swing sets, vacuum cleaners, and other small household appliances, aluminum and plastic resin lawn furniture, an individual cut and tied bundle of carpeting measuring no more than 4 feet in length, and meeting the weight requirements, as well as other items of similar size, weight and compactable nature.

"Leaf waste." Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings. Leaf Waste does not include loose soils, sod; Food Waste, including from gardens or orchards; Food compost; plastics and synthetic fibers; lumber; any wood or tree limbs over four (4) inches in diameter; human or animal excrement; noxious weeds and soil contaminated with hazardous substances. Materials larger than four inches in diameter and four feet in length shall not be considered leaf waste.

"Leachate"—A liquid that has permeated through or drained from solid waste.

"Letter of Credit" - A written undertaking by a financial institution on behalf of the applicant (the Contractor) to pay the beneficiary (the City) for non-performance in amounts and under conditions as may be specified in the agreement.

"Marketed"—The transfer of ownership of recyclable materials for the purpose of recycling the materials into a new product or use.

"Multifamily Dwellings"- Structures for residential living consisting of four or less attached units.

"Municipal Solid Waste." Any garbage, refuse, lunchroom, retail or office waste and other material, not including liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, and small commercial establishments and from community activities. The term does not include source-separated recyclable materials.

"Municipal Waste Landfill"—A facility using land for disposing of municipal solid waste. The facility includes land affected during the lifetime of operations including, but not limited to, areas where disposal or processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, transportation and storage facilities, closure and post closure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility. The term does not include a construction/demolition waste landfill or a facility for the land application of sewage sludge.

"Municipal Solid Waste Management Plan"—A comprehensive plan for an adequate municipal waste management system in accordance with Chapter 272, Subchapter C (relating to municipal waste planning).

"Performance Bond" - A corporate surety bond that guarantees compensation to the City in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contract's Specifications.

"Permit"—A permit issued by the Department to operate a municipal waste disposal or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit reissuance and permit renewal.

"Processing." Any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for offsite reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities and resource recovery facilities.

"Recyclables" or "Recyclable Materials" - means mixed waste paper (including corrugated), newspapers, magazines, bi-metal and aluminum cans, glass bottles and jars, plastic containers and materials.

"Recycle" or "Recycling." The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the operation of energy.

"Recycling Facility." A facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "recycling facility" shall not mean transfer stations or landfills for solid waste nor composting facilities or resource recovery facilities.

"Refuse" - Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof

"Residential Unit" A group of rooms located within a building and forming a single inhabitable unit with facilities that are used or are intended to be used for living, sleeping, cooking and eating. Buildings are included that contain four or less separate or contiguous single-family dwelling units with each unit to be treated separately for purposes of billing.

"Residence, Residential" means any house, dwelling, multiunit residence, apartment house, or any building put to residential use except Mixed Use Buildings.

"Small Commercial Establishments" means businesses that generate similar types and quantities of municipal solid waste and recyclables to those of residential units.

"Source-separated Recyclable Materials"- Materials that are separated from municipal waste at the point of origin for the purpose of recycling.

Spillage or Spillage Occurrence - Any garbage, broken glass or liquid effluent from the refuse vehicle including but not limited to, garbage effluent, hydraulic fluid, oil, etc. which is deposited on any roadway, public or private. A single spillage occurrence shall be considered (per truck/per day/per street). For example, if a truck has spillage throughout a residential subdivision, spillage(s) on each street on a given day by the same truck shall count as 'a spillage occurrence'. On the other hand, a single spillage (per truck/per day/per street) shall also constitute 'a spillage occurrence'.

"Structure" means all single-family homes, and multifamily dwellings of four units or less. It also means those City Facilities that the City may at its sole discretion include in the Contract, as well as those small commercial establishments that voluntarily opt into the Contract.

"City" means City of Johnstown

"Total Combined Annual Cost" The total cost of Collection Service for Municipal Solid Waste, Recyclable Materials, and Bulk Waste/White Goods, including all services required for City Facilities for ten years derived by adding together the cost per year for each year in the five year period of the Contract and each year in the five option years.

"Total Monthly Cost" The total cost per month of Collection Service for Municipal Solid Waste, Recyclable Materials, and Bulk Waste/White Goods, including all services required for City Facilities.

"White Goods" shall include all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers, hot water tanks, and trash compactors and other items of similar weight, material, size and nature.

Section 50 Contractor Responsibilities.

The Contractor shall be responsible for:

1. Furnishing all skill, labor, equipment, materials, supplies and utility services required for providing all services in accordance with this Contract;

2. All actions and activities of its subcontractors;
3. Supplying all records and information required by this Contract;
4. Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals (including those required by City ordinance);
5. Paying all applicable taxes;
6. Complying with applicable laws and regulations, and
7. Performing all work in a timely, thorough and professional manner.
8. Disposing of Municipal Solid Waste collected by the Contractor from the Structures specified by the City at a facility designated in the Cambria County Municipal Solid Waste Management Plan
9. Delivering Recyclables collected by the Contractor from the Structure's specified by the City to the City's designated recycling/processing facility
10. AU wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract.

Section 55 Contractor's Office.

The Contractor shall maintain within reasonable proximity to City of Johnstown, an office with local, toll free telephone service and such staff as needed to take care of complaints, requests for missed collections, and other coordination with City staff.

Phone service shall include multiple lines and voice mail. The Contractor's office staff shall return any voice mail messages within sixty (60) minutes. Office hours shall be 7:30 a.m. to 5:00 p.m., Monday through Friday. Voice mail shall be available after hours. After hours voice mails shall be returned at the beginning of the next business day.

Section 60 OSHA, Health and Environmental Laws.

The Contractor shall comply with the federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the General Safety Law, Title 43 Pennsylvania Statutes and with standards and regulations issued to implement these statutes from time to time.

The Contractor is also responsible for meeting all pertinent local, state and federal health and environmental laws, regulations, and standards applying to collection of Municipal Solid Waste and Recyclable Materials.

Section 70. Vehicle Specifications.

All such vehicles shall be operated in conformity with the laws of the Commonwealth of Pennsylvania.

- a) At the start of this Contract, all vehicles used in collection shall be new or reconditioned to near new, with the body and chassis being in good operating order
- a) All vehicles used for collection shall be registered with the Commonwealth of Pennsylvania, (or the equivalent agency if registered in another State) and shall be kept in a clean and sanitary condition and a state of good appearance and repair. and shall be painted in a uniform manner.
- b) All vehicles shall be kept in a clean and sanitary condition with the interior of the cab free of clutter. All collection equipment used under this Contract shall meet all applicable state and federal safety standards and Contractor shall obtain all required operating permits, including Waste Transporter Authorizations under the provisions of Act 90.
- c) Collection vehicles shall be painted in Contractor's color or colors. The Recycling Vehicles must be clearly labeled so that they are distinguishable from those collecting waste. No advertising shall be permitted other than the name and address of the Contractor. The Contractor shall place a customer service telephone number, on all collection trucks. Collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified. Collection vehicles shall be capable of handling, in the safest and efficient method available, the containers and material specified for each structure on its route.
- d) All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City. Collection vehicles will be equipped with two-way communication devices (radios or cell phones) so that the Contractor's staff and driver may communicate during the route collection.

Section 75 Vehicle Maintenance and Inventory.

The Contractor shall provide to the City, no later than 30 days prior to Contract implementation, a complete inventory showing each vehicle (type, capacity, approximate age) used for performing the Contract.

- a) All vehicles shall conform to specifications set forth in Section 70.
- h) Upon approval of the City, the Contractor may change equipment from time-to-time and shall revise the inventory accordingly. The Contractor shall provide the City with the revised inventory within one (1) week of any changes.
- c) The Contractor shall maintain a vehicular fleet during the performance of this Contract at least equal to that described in the inventory.

Section 80 Supplying Detachable Containers

1. Prior to the beginning of day and the contract, the Contractor shall provide Detachable Containers for Municipal Solid Waste and Recyclable Materials Collection to all those City Facilities receiving Detachable Container collection service under this contract. However, in some instances, the City may elect to use Bags/Cans.

2. Detachable Containers provided by the Contractor will be standard Containers capable of being serviced by front, or rear load, collection vehicles.
3. The Contractor will supply, where Bags/Cans are not feasible. all Detachable Containers, necessary for the Contractor to provide Multifamily Dwellings collection services under this Contract.
4. The Contractor shall be responsible for Detachable Container Storage and delivery of Detachable Containers to these locations.
5. Detachable Containers will include two and four cubic yard rear or front load Detachable Containers.

Section 81 Detachable Container Standards.

1. Detachable Containers shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for Container size.
2. Detachable Containers shall be painted at least once every 2-1/2 years and shall be steam cleaned at least once each year or as directed by the City.
3. On an individual basis, the City may require the Contractor to place on a Detachable Container, the service address, wheels and/or locks.
4. The Contractor is responsible for removing graffiti from its Detachable Containers.
 - a. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti.
 - b. The Contractor shall remove any graffiti reported by the City within five (5) business days of notification.

Section 82 Installation, Maintenance, Repair or Replacement.

1. Each Detachable Container is subject to inspection by the City and approval as to appearance and condition before placement at any City facility.
2. A Detachable Container shall be reconditioned and repainted if necessary before being supplied to a City facility or Multifamily Dwelling that had not used it earlier.
 - a. If the City so requires, a Detachable Container shall be cleaned or repainted within thirty (30) days.
3. If appropriate to serve the City's needs and/or location, the City may require the Contractor to install and service a front-end load, or a rear load Detachable Container.
4. The City may also require the Contractor to equip a Detachable Container with plastic lids.

5. Damage to Detachable Containers on customers' premises is at the Contractor's risk, as between those parties and without affecting the risk or liability of others.
6. The Contractor shall be responsible for the repair of all Contractor owned Detachable Containers damaged due to the Contractor's negligence.
 - a. The Contractor shall repair or replace within one business day any Detachable Container that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

Section 85 Ownership of Equipment.

All vehicles, facilities, equipment, and property used in the performance of this Contract, other than Recycling Bins provided by the City, shall be wholly owned by the Contractor; provided, that leases, conditional sale contracts, mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment and property may be allowed with the prior written approval of the City.

Section 90 Noise Control.

All collection operations shall be conducted as quietly as possible and shall conform to any federal, State, County and City noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed 75 decibels at a distance of 25 feet from the collection vehicle. The City may conduct random checks of noise emission levels to ensure such compliance.

C. COLLECTION SERVICES

Section 100 Collection Area.

The Contractor shall provide all collection services called for in this Contract within the geographic boundaries of the City of Johnstown.

Section 110 Collection Quantities and Conditions.

- a) The Contractor shall collect up to two cans or six bags of Municipal Solid Waste per Structure per week.
- b) All Municipal Solid Waste shall be bagged even if it is placed in a container.
- c) The Contractor is not responsible for collecting Bags weighing in excess of 40 lbs.
- d) The Contractor shall collect up to one Bulk Item/White Goods per Structure per month under Option A. Or up to six Bulk Item White Goods per structure in a Fall Cleanup in September/October 2019 and in spring clean-ups 2020 to 2029 in April/ May.
- e) The contractor shall collect, remove, and dispose of all "Christmas Trees" placed at the curb in the months of December, January, February.
- f) The Contractor shall collect unlimited amounts of Recyclable Materials as defined in Section 20.
- g) Recyclable Materials must be placed in a container provided by the City or in an equivalent type and size of container approved by the City.

- h) The Contractor is not responsible for collecting Recyclable Materials placed in unapproved containers.
- i) It shall be the Contractor's responsibility to give notice to City staff if it believes Municipal Solid Waste and/or Recyclable Materials are not prepared per this Section. However, the City shall be the sole and final judge as to such conditions and locations.

While performing regular collections from Detachable Containers at City facilities, or Multifamily Dwellings the Contractor shall collect any excess Garbage that is piled above the rim of the Container, on top of the Container lid, or on the ground beside the Container. If such conditions persist, the Contractor shall record the address of the Container location and notify the City so that it can be corrected.

- k) The City may randomly monitor routes, or portions of routes, on a regular basis. On a six-month basis the Contractor and City shall determine any corrective action that should occur to deter frequent Garbage excesses and promote recycling.

Section 115 Large Item, Bulk Item and White Good Collection.

The Contractor shall provide collection of large items, bulk items and white goods on the regularly scheduled day of collection for Municipal Solid Waste, and Recyclables.

- I. **"Large Items"** shall include items that are too large to be placed inside a cart or inside of a 40 gallon bag, with an individual weight no greater than 40 pounds and which do not meet the definition of a bulk item.
 - a. [hese items include lamps, bicycles, large toys and swing sets, vacuum cleaners, and other small household appliances, aluminum and plastic resin lawn furniture, an individual cut and tied bundle of carpeting measuring no more than 4 feet in length, and meeting the weight requirements, as well as other items of similar size, weight and compactable nature.
 - b. Each individual Large Item shall be considered one unit and the equivalent of one bag of garbage.
 - c. One Large Item may be substituted for one bag of garbage provided the combined total does not exceed six bags or two cans.
- 2. **"Bulk Items"** shall include "White Goods" and such items as chairs, tables, armoires, chests, headboards, couches, mattresses, cabinets and dressers, and other items as agreed by the parties.
 - a. Covered Devices, Pianos, organs, spas, hot tubs, water softeners, and furnaces will be excluded from the definition of bulk waste.
- 3. **"White Goods"** shall include all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers and trash compactors and other items as agreed by the parties.

- a. Removal and certification of Freon removal will be required from the resident prior to collection,
4. Residents may place one (1) Bulk Item or White Good at the curb per month on a specified week or Residents may place six (6) Bulk Items or White Goods at the Curb at a Spring (April/May) or Fall (September/ October) Clean-up as determined by City contract.
5. Bulk Items and White Goods shall not be placed for collection on any street right of way or public place.
6. The Contractor shall not be responsible for the collection of Bulk Items and White Goods improperly placed on non-scheduled collection days.

Section 120 Collection Times, Frequency, and Schedule.

1. The Contractor may start collection no earlier than 6:00 AM and must finish collection no later than 6:00 PM:
2. Within the Collection Area Municipal Solid Waste shall be collected weekly year round.
3. Within the Collection Area Recyclable Materials shall be collected bi-weekly year round.
4. For collection of Municipal Solid Waste and Curbside Recycling, the Contractor shall divide the Collection Area into geographic collection sectors, with each sector to be collected on a specific week day. The collection sectors shall be bounded by natural boundaries, such as bodies of water, major streets, highways or arterials.
 - a) Each Structure will be assigned a service day of the week. All materials will be collected from Structures on the same regularly scheduled day every week.
 - b) Structures defined as Multifamily Dwellings shall receive collection services at the same frequency as single family homes
 - c) Bulk Waste/White Goods shall, be collected once per month on the same regularly scheduled day of the week as Municipal Solid Waste and Recyclable Materials
 - d) For Detachable Containers, collection shall be made from Containers on a regular schedule on the same days of the week each week or month according to the frequency determined by the Contractor and the City as necessary for each building.
5. On or before 45 calendar days prior to the first scheduled collection day of the Contract, the Contractor shall supply the City with a map of the Collection Area, preferably generated electronically, showing the color coded day of the week Municipal Solid Waste and Recyclables shall be collected from each sector. This map shall also include route boundaries, and route numbers.

- e) The Contractor shall also provide the City a listing, preferably in electronic data format, of Structures defined as Multifamily Dwellings, including the day(s) of collection for each Structure.
 - a. The listing shall include Structure address, number of units in the Structure, number and size of Containers, collection route number and the truck number serving each route.
- f) Failure to produce the route map and/or the schedule for Multifamily Dwellings will result in liquidated damages in accordance with Section 970.
- g) At least one month prior to the first collection under this Contract, the Contractor will notify all customers by direct mail to the service address of their collection day.
 - i. The mailing will include material approved by the City that explains the services included in the contract and the requirements for each household.
 - ii. The full cost of designing, printing and mailing the materials shall be the responsibility of the Contractor.
- h) Prior to the first day of the first month of each contract quarter, the Contractor may change the day(s) of collection by giving notice to the City at least forty five (45) calendar days, and affected customers at least fourteen (14) calendar days, prior to the effective date of such change.
 - i. The Contractor shall provide the City with an electronic listing of the changes and an updated color coded route map with route numbers and boundaries at least thirty (30) calendar days prior to the effective date of the change.
 - ii. The form of notice to the customer shall be subject to the approval of the City.

Section 125 Holiday Collections.

The Contractor shall not provide collection services on legal holidays including New Year's Day, Memorial Day, and July 4th, Labor Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a regularly scheduled workday, collections for the holiday and each day thereafter will be delayed one day and Friday's material shall be collected on Saturday. The City will consider exceptions to the Christmas schedule when the holiday falls on a weekend.

Section 130 Place of Collection.

Municipal Solid Waste and Recyclables collections shall be made at the curbside, as determined by the City.

- a) Due to frontage of the Structure and as determined by the City the curbside may be located in navigable alleyways or secondary streets, which can only be accessed with smaller collection vehicles.

- b) Subject to special arrangements made by mutual agreement between the Contractor and the City on a case-by-case basis to accommodate extraordinary situations, Structures on the same side of the street on the same block shall place all Bags and Containers on the curbside.
- c) The Contractor shall collect collection Bags/Cans placed as follows:
 - 1) From properties with level planting strips, in the planting strip or driveway within four (4) feet of the curb;
 - 2) From properties with sidewalks but not planting strips, on the owner's property, within four (4) feet of the sidewalk, if level;
 - 3) If the Structure has no sidewalk or planting strip, the nearest reasonable area within four (4) feet of the roadway; and
 - 4) After collection, the Contractor shall return the Container(s) in a neat and orderly manner to their original curbside.
 - 5) The City shall monitor collection routes, or a portion of a route on a regular basis to determine if the Contractor is placing Containers back in their original location in a neat and orderly manner after collection.
 - 6) The City will determine any disagreements over correct placement of all Bags and Containers for collection. The City's decision shall be final and binding.

Section 135 Place of Collection -- Multifamily Dwellings.

The Contractor shall collect Municipal Solid Waste, and Recyclables from Structures defined as Multifamily Dwellings, with service as follows:

- I Collection shall be performed from locations that are satisfactory to the customer and the Contractor for collection.
 - a. Curbside placement of Bags/Containers is preferred but shall not be required if not feasible.
 - b. If the Contractor believes that curbside collection is not feasible from Structures defined as Multifamily Dwellings, the Contractor may petition the City to allow Municipal Solid Waste and Recyclable to be collected in centrally located detachable containers.
 - c. The City shall determine if an alternative to Curbside Collection may be used in lieu of curbside collection if that service is more appropriate.
 - d. The City shall mediate all disputes regarding location. The City's decision shall be final and binding.
 - e. The Contractor may suggest an alternate location for the Bags/Cans or Containers that would meet the needs of the building and be serviceable by the Contractor.

2. The Contractor is required to provide collection service for both Bags/Cans and/or Detachable Containers from locked enclosures when so requested by the owner/manager. For entry into such a locked enclosure the owner/manager shall provide the Contractor with a key; and
3. Residents of Multifamily Dwellings must not block access from the Contractor to Bags/ Cans or Detachable Containers used for the collection of Municipal Solid Waste. or Recyclables Materials. The Contractor shall first notify the owner/manager when access is blocked. The Contractor shall also notify the City.
4. he Contractor agrees that the City has supplied information regarding Structures defined as Multifamily Dwellings.

Section 140 Collection from City Facilities.

The Contractor shall collect Municipal Solid Waste and Recyclables from the following City-owned or occupied buildings, locations and facilities:

Locations and Frequencies

City Hall
401 Main Street
Johnstown, PA 15901
5 Bags Weekly

Dumpster

Point Stadium 100
Johns Street
Johnstown, PA 15901
Dumpster

Public Safety Building
401 Washington Street
Johnstown, PA 15901
Dumpster: Weekly

Highway Garage and Repair
Shop
415 Sixth Street
Johnstown, PA 15901
Dumpster

Fire House #2
Fairfield Ave. and Broad Street
Johnstown, PA 15906
5 Bags Weekly

Fire House #4
955 Ash Street
Johnstown, PA 15902
5 Bags Weekly

Roxbury Park
Johnstown, PA 15905

The City may require the Contractor to schedule multiple collections each week at certain City Facilities receiving collection service.

- a) The Contractor shall collect Municipal Solid Waste from City Facilities included in the contract at the frequency specified by the City, Monday through Friday.
- b) The Contractor shall not be required to provide more than daily collection per location.
- c) The Contractor agrees that the City has supplied information regarding City Facilities receiving Detachable Container service, the number and size of the Containers and the collection frequency.

Section 145 Place of Collection – City Facilities

The Contractor shall collect Municipal Solid Waste and Recyclable Materials from Structures service as follows:

1. Bagged garbage shall be located in an area mutually satisfactory to the City and/or the site manager and for collection by the Contractor.
2. Any new Detachable Container placements at City Facilities shall be located on the site in a manner satisfactory to the City and/or the site manager and for collection by the Contractor. The City shall mediate any disagreements over Container placement and collection. The City's decision shall be final and binding; and
3. The Contractor is required to provide collection service at City Facilities from locked areas when so requested by the building's site manager. For entry into such a locked area the City shall provide the Contractor with a mechanism to gain access to the locked areas.

Section 150 Scavenging

1. No "scavenging" shall be allowed by the Contractor. Scavenging means sorting through Municipal Solid Waste or Recyclables while collecting, looking for items of possible value, or picking out individual pieces for reuse while loading or unloading.
2. Scavenging excludes
 - a. Searches by owners for valuables accidentally misplaced or that may be lost and,
 - b. Under the Recyclables collection programs, sorting out from the Recyclables collected, materials that were not eligible for the program and disposing of the ineligible materials as Garbage.

Section 160 Service Disruptions Due to Weather.

1. When snow or ice prevents collection on the scheduled day, the Contractor shall make collection on the next weekday.

2. If snow and ice conditions continue for an entire week, or more, the Contractor shall, on the first day that regular service to a customer resumes, collect all the materials that were amassed for collection during the interval when collections were missed.
 - a. On that day, the Contractor shall take bags, boxes and other secure wrappers, and shall empty temporary receptacles that customers have used whether or not they are within the volume limits of the Contract.
3. The Contractor shall notify the City as soon as possible of any non-collection days due to snow or ice.
 - a. If possible, the notification shall be made the previous day or by 6:00 a.m. of the collection
4. When delays due to snow and ice occur, and if regular collection service does not resume as described above, or if when regular collection service does resume the Contractor fails to collect all of the materials at curbside, these failures will be considered non-collections and for each individual collection route, which is not fully collected on that day, the City shall deduct \$250 from the Contractor's Security Deposit Fund

Residents will be instructed to clear snow and ice to provide for visibility and access of containers, bags/cans and other material.

Section 165 Service Disruptions Non-Weather Related.

1. When closure of roadways providing access, blocked alleys or streets or other disruption beyond Contractor's control prevents timely collection on the scheduled day, the Contractor shall make collection either later on that collection day, or the next collection day.
 - a. The Contractor must provide all the collections required during the collection week.
2. If all collections are not performed during the collection week, these failures will be considered non-collections.

For each individual collection route, which is not fully collected that week, the City shall deduct \$250 from the Contractor's Security Deposit Fund

Section 170 Missed and Make-up Collections within the Contractor's Control.

- I. This section applies to omitted collections of a single Structure, a row of Structures, and/or an entire route.

2. As used in this paragraph a collection complaint is limited to a missed Municipal Solid Waste or Recyclables collection, within the period of time specified in this Contract, or not returning collection Containers to their original location after collection.
3. Should the Contractor fail to make collection on a scheduled day for causes within the Contractor's control, the Contractor shall make a special make-up collection by the end of the business day following notification by the City.
 - a. The City shall transmit to the Contractor missed collections and other collection complaints no later than the second business day following collection for customers receiving Curbside service.
 - b. Solely for the purposes of Section 180, the "business day" includes Saturday.
4. Notwithstanding the foregoing, the City may require the Contractor to do the following:
 - a. Authorize the Contractor to defer the collection and authorize the customer to place a proportionally larger amount at such customer's next scheduled collection day without any additional charge, and to accommodate such a disposal, allow the customer to use a bag or temporary Container as well as additional bundles.
5. It shall be a defense to a missed collection:
 - a. That the customer had not made timely placement of his or her material out for collection;
 - b. That the placement did not comply with provisions of this Contract; and
 - c. For Municipal Solid Waste and Recyclables, that placement did not comply with Section 130 or that as to Multi Family Dwellings with Section 135 respectively;
 - d. Provided that the Contractor shall have left a printed tag on all material left because it was not prepared properly, it was overweight or for other reasons.
6. The Contractor, by 8:30 a.m. the next business day, must notify the City of any collections the Contractor has refused or been unable to make the previous business day via the Exception List "(EL)". The EL must be in address order. The EL shall be transmitted electronically, faxed or hand delivered.
7. Any complaints received by the City between 8:30 a.m. and the time the Contractor actually transmits the EL shall be treated by the City as a miss and the Contractor shall be required to return and collect the missed material, even if the address appears on the Contractor's EL.

8. If the City transmits a miss complaint to the Contractor which is on the EL, and it is a miss which the Contractor should not collect due to the fact that the Bag/Can is overweight or contains material that should not be collected, the Contractor's office personnel shall note on the miss that the address is on the EL and note the reason that it was not collected and return the miss complaint to the City within four (4) business hours of its receipt, and the miss shall not be collected.
9. The Contractor shall pick up all miss complaints sent by the City by the end of the day following receipt of the miss.
 - a. If it appears to the City that the Contractor is not collecting these misses by the end of the day following receipt of the miss, the City has the option of having other personnel collect these misses.
 - b. The City shall deduct from the Security Deposit Fund the cost of this option along with \$10 per miss
10. All miss complaints transmitted to the Contractor on Friday must be collected by the end of the day Saturday.
 - a. If it appears to the City that the Contractor is not collecting these misses by the end of the day Saturday, the City has the option of having other personnel collect these misses.
 - b. The City shall deduct from the Security Deposit Fund the cost of this option along with \$10 per miss
11. Missed call-ins on Saturday will be serviced Monday, unless it is an entire block or route and then it shall be serviced that day.
12. If the Contractor's collection personnel return to collect a miss and the Contractor has reason to refuse the miss consistent with this Section,
 - a. The Contractor shall leave a printed notice, explaining why the material was not collected.
 - b. File Contractor shall also inform the City by the end of the business day of the addresses that were not collected and the reason for the non-collection.

Section 180 Operations Plan.

- I. A schedule of activities and detailed procedures related to the effective implementation and operation of the Contract will be developed by the Contractor and the City after the Contract is signed and prior to beginning collections under the Contract. This shall be known as the "Operations Plan."
2. This plan shall include the procedures and activities listed below and shall include completion dates for each activity.
 - a. Delivery of Route Maps and Collection Schedule no later than 45 calendar days prior to the first scheduled collection day

- b. Container delivery plans and schedule, including, start and completion dates;
 - c. Procedures for notifying customers of new collection days;
 - d. Procedures for identifying Multifamily Dwellings receiving either Curbside, or Detachable Container Services;
 - e. Procedures for transmitting information to and from the City to the Contractor;
 - f. Standards for the electronic transfer of information;
- Other items identified by the parties.

3. The Operations Plan shall not contain procedures, activities or schedules that conflict with any terms of this Contract.

Section 195 Program Information During Contract Start-up.

1. Prior to August 16, 2019, the Contractor shall deliver to all Structures receiving service under this Contract, at least the following information:

- a. Collection schedule information (day of week, time of day and collection frequency);
- b. Material to be collected and how such material is to be prepared;
- c. Date that customer should begin to use the new service;
- d. Recycling Containers and placement information;
- e. Telephone number that customers should call for additional information, or for questions.

2. The Contractor, at the Contractor's own cost shall:

- a. Design, produce and deliver "user friendly" recycling "how to" information and promotional material to each Structure prior to the first collection;
- b. Design, produce and deliver yearly updates to each Structure informing customers of any problem areas, changes in the program, and participation rates;
- c. Design, produce and deliver promotional material for all Multi Family Dwellings.

D. MANNER OF COLLECTION

Section 200 Contractor's Responsibilities.

1. The Contractor shall be responsible for furnishing all supervision, labor, materials, and equipment except for Recycling Bins provided by the City, necessary to perform the collection, processing, marketing services described in this Contract. The enumeration

of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated or not.

2. The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough and workmanlike manner so that the residents within the City are provided reliable, courteous and high-quality solid waste collection at all times. The enumeration of, and specification of requirements for particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this Section, whether such other aspects are enumerated elsewhere in the Agreement or not.
3. Contractor shall perform all work in accordance with the Contractor's Bid, the Bid Documents and addendums, and Public Notices all sections of which are incorporated herein whether or not such sections are specifically referred to in any other section of this Agreement.

Section 210 Employee Conduct.

1. The Contractor is responsible for providing the supervision necessary to ensure that collection employees are courteous, exercise due care, do their work without delay, minimize noise, avoid damage to private property, close and relock all gates and doors that they open, return Cans/Containers to their original location and, if on private property, follow the regular pedestrian walkways and paths: and not cross flower beds or through hedges.
2. While collecting, employees shall wear uniforms or other identification supplied by the Contractor. The identification shall be subject to approval of the City.
 - a. **Personal Identification:** The Contractor shall provide all Contractor employees with identification cards, with their name, photo, and identification number and require them to carry the said identification cards at all times for monitoring purposes. When requested to do so by any of the City's Staff or by Residents, the Contractor's employees shall submit their identification cards for inspection.
 - h. **Uniforms:** The Contractor shall provide readily recognizable, brightly colored, shirts (or vests/waistcoats) and pants/trousers of a single design and color to all its workers, to be worn at all times when performing services under this Contract, so that they can be readily observed and their performance can be readily monitored. Uniforms shall be replenished as they become worn or damaged.
3. When the Contractor identifies unsatisfactory conduct by an employee or when the City notifies the Contractor of such conduct, the Contractor shall take remedial action.
 - a. The remedial action shall be appropriate to the level of unsatisfactory conduct, provided that if the City requests of the Contractor by letter that an employee be suspended from further work on the Contract for Level Three unsatisfactory conduct or an uncorrected pattern of Level Two

unsatisfactory conduct, the Contractor will permanently remove the employee from further work on the Contract.

- i. **Level One:** Examples of Level One unsatisfactory conduct are single isolated incidents such as spillage of materials, leaving gates open, not relocking doors, walking through flower beds, not returning Containers to their original location, etc.
 - ii. **Level Two:** Examples of Level Two unsatisfactory conduct are continued incidents of Level One unsatisfactory conduct, as well as rude or abusive language to customers, inappropriate behavior in customer's presence, purposeful damage of customer property, or acceptance of a cash payment or gratuity for ignoring a Contract provision.
 - iii. **Level Three:** Examples of Level Three unsatisfactory conduct are continued incidents of Level Two unsatisfactory conduct, as well as appearing on the job under the influence of alcohol or drugs, fighting or menacing, throwing rocks, endangering customers or driving dangerously.
- h. **Under Level One,** the City will send a written notice, via U.S. mail, fax or email, informing the Contractor of the unsatisfactory conduct.
 - c. **Under Level Two and Three,** the City will notify the Contractor by telephone within five (5) working days of becoming aware of the incident and send a written notice, via U.S. mail, fax or email, within ten (10) working days.
 - d. **Written notices will identify the level of the notice, and the specifics of the incident.**

Section 220 Spillage.

1. The Contractor shall pick up any material scattered or spilled during collection and clean up the area affected within three (3) business hours of notification of the incident.
2. Each truck shall carry equipment (such as a broom and a shovel) for this purpose.
3. The Contractor shall immediately, or within one (1) hour of notification, commence cleanup of any hydraulic, transmission, or other oil spill, or commence cleanup of any spillage, which creates a hazardous condition (such as a spillage involving glass).
4. For failure to contain and clean-up spillage and spills, the City shall deduct from the Security Deposit Fund \$250 or the cost to the City for remediation whichever is greater.

Section 240 Customer Grievances.

1. The Contractor will designate a representative to adjudicate customer grievances.
2. At the City's request, the representative will join the City in meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick- up, and/or other deficiency in service or a need for special service.
3. The decision of the City shall be final and binding.

Section 250 Continual Performance Issues.

In addition to progressive discipline in Section 210, unsatisfactory performance of collector after two (2) notices to Contractor to correct specific incidences involving the same address or collector in any six (6) month period, the City will deduct \$250 from the Security Deposit Fund.

E. DISPOSAL

Section 300 Disposal Facility.

- 1 The Contractor shall deliver all Municipal Solid Waste collected under this Contract to a facility designated in the Cambria County Municipal Solid Waste Management Plan for processing/disposal.
2. On the Bid Forms provided, the Contractor shall provide to the City the name, location and signed certification of the facility(s) that will be used.

F. RECYCLABLE MATERIAL PROCESSING

Section 400 Recycling Processing Facility.

1. The Contractor shall deliver all Recyclables collected under this Contract to a facility identified by the Contractor for processing/marketing.
2. On the Bid Forms provided, the Contractor shall provide to the City the name, location, and signed certification of the facility(s) that will be used.
3. Recyclables may not be deposited as Municipal Solid Waste at a landfill or incinerator.
4. Marketing and transport of the processed materials and/or the product is at the Contractor's risk, expense and profit (or loss).
5. In the event of an assignment, subcontract or delegation of duties for processing and marketing of Recyclables, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, other obligor shall also become responsible to the City for the satisfactory performance of the work assumed.

Section 500 Illegal Dumping and Littering

The Contractor, the assignee, subcontractor, or other obligor, shall be prohibited from disposing of any material collected under this Contract in a manner inconsistent with the Solid Waste Act, Act 101 or other applicable federal, state, or local ordinances or regulations. Violation of this Contract provision may be cause for termination.

Section 510 Disposal of Recyclables

The Contractor, the assignee, subcontractor, or other obligor, shall be prohibited from disposing of any Recyclables collected under this Contract.

2. Recyclables shall not be mixed with Municipal Solid Waste in the same collection vehicle.
3. Violation of this Contract provision for each incident will result in a \$1,000 deduction from the Security Deposit Fund, and may be cause for termination.
4. The Contractor may dispose of contaminated materials or residuals. The cost of such disposal is fully the responsibility of the Contractor.

H. REPORTING REQUIREMENTS

Section 610 Daily and Monthly Reports

1. Daily Report

- a. The Contractor, by 8:30 a.m. the next business day, must notify the City of any collections the Contractor has refused or been unable to make the previous business day via the Exception List "(EL)". The EL must be in address order. The LI shall be transmitted electronically.

1. Monthly Report

- a. The Contractor shall submit monthly reports, on forms provided by the City or in a format mutually agreed upon by the Contractor and the City, for the length of the Contract period commencing upon Notice To Proceed. These reports shall be due within ten business days after the end of the month. At a minimum, the reports shall include:

- i. Summary of tonnages, from weight receipts of all collected material;
- ii. Summary of tonnages of all processed material sold, by type of material
- iii. Summaries of the recycling residual contamination rate, including the weight of materials collected in the City and disposed of due to contamination:

- iv. Status of all complaints or Contract violation notices forwarded to the Contractor by letter from the City or from customers during the month including, but not limited to:
 - a. Replacement of Containers
 - b. Employee misconduct
 - c. Contractor responses to citizen's damage claims; and

I. COMPENSATION

Section 700 Payment for Contract Services

1. Total Costs

- a. The total costs quoted for the "Contract Period" shall be firm prices through August 31, 2024 without variable increase, except as provided in Section 720 and 725 below.
- h. The total costs quoted for the "Option Years" shall be firm prices through August 31, 2029 without variable increase, except as provided in Section 720 below.

2. Invoices

- a. The Contractor shall be solely responsible for the individual service billing of the respective property owners utilizing this service. The City may assist in the compilation and accumulation of the service billing lists but the ultimate responsibility for its preparation/compilation, accuracy and completeness rests with the Contractor. The accurate and efficient billing and administration of such documents is also the sole responsibility of the Contractor.
- b. The Contractor will bill all service accounts in advance no more frequently than a three (3) times per year basis (in advance for each four (4) month period (i.e. - January-April; May-August; September-December), and no less frequently than a four times per year basis (in advance for each three (3) month period (i.e. - January-March; April -June; July-September; October-December) The contractor shall offer a five (5) percent discount for any resident paying on a yearly basis prior to the end of February of each contract year.
- c. The successful bidder shall offer a 10% discount to the senior citizens of the City.
 - i. Senior Citizens shall be age 65 and over financial head of household or their spouse.
 - ii. To qualify for the senior citizen discount proof of age in the form of a valid driver's license or other recognized photo ID and documentation

of financial responsibility for the household shall be provided to the Contractor.

iii. The discount shall be issued only when the senior head of household requests it. Otherwise the regular rate shall apply.

d. The Contractor agrees to provide the City with an accurate current listing of service accounts upon written request, one hundred eighty (180) days prior to the expiration of this contract.

3. Payments Due to the City

a.) Within ten working days from the end of the billing cycle allowable in Section 700.2.b the contractor shall submit to the City a statement of gross receipts for the billing cycle and any receipts for delinquent accounts received during that same period. Along with the statement, the contractor shall submit a payment to the city in the amount of 3% of the total gross receipts in accordance with Section 730.

b.) The Contractor shall deposit the sum of \$15,000 in an account to be known as the Security Deposit Fund per Section 970, which will be maintained and controlled by the City of Johnstown. The Fund shall remain in control of the City throughout the term of the Contract. The Fund shall be used by the City solely for the satisfaction of payments, charges, and penalties provided for under terms of the contract. During the term of the contract the fund shall be replenished by the contractor should the amount drop below \$2,500, within 30 days notification by the City. Under termination of the Contract, any money and interest remaining in the fund shall be returned to the Contractor

Section 710 Late and Delinquent Accounts

1. A service charge for late payment may be assessed if payment is not received after 15 days from the date payment was due.
2. Service charges for late payments may not exceed 10% per billing period.
3. Accounts will be considered delinquent if payment has not been received after 45 days from the date payment was due.
4. Services to delinquent accounts may be discontinued if payment has not been received after 60 days from the date payment was due.
5. Once payment is made, to resume service the Contractor may charge a reactivation fee not to exceed \$10.
6. The Contractor may use all legal mechanisms available to prosecute and collect from delinquent accounts whose service has been discontinued.

Section 720 Fuel Cost Adjustment

1. For purposes of this Contract, it is estimated that the BASE COLLECTION RATE per month per residential unit will be subject to fuel cost adjustments when the average annual US DEPARTMENT OF ENERGY Weekly Retail On-Highway Diesel Prices

for the East Coast on September 31 of each contract year differs from the average annual US DEPARTMENT OF ENERGY Weekly Retail On-Highway Diesel Prices for the East Coast September 30 of the previous contract year by at least 10%.

2. Adjustments will be determined on year to year variance of 10% and not a cumulative variance of 10% over several years of the contract.
3. Fuel cost increases/decreases shall be determined by the City. The City shall make all interpretations of the components of the fuel cost adjustment calculation.
4. Fuel cost increases/decreases will be based solely on a formula using the following information and assumptions of the City:
5. ROUTE MILES PER WEEK: The estimated route miles within the City
Route miles were determined by doubling the total number of miles on all roadways located within the boundaries of the City, including private roads;
6. HOUSING UNITS: The number of residential units per week serviced ??, which will be adjusted for new starts and stops on September 30, 2014 and on the same date each contract year thereafter;
7. FUEL PER MILE: 4 gallons of fuel consumption per mile;
8. ROUTE VEHICLES: 1.5 vehicles per home; (1 vehicle for garbage 12 months per year; 1 vehicle for recycling every other week 12 months per year)
9. WEEKS PER MONTH: 4.33 weeks per month;
10. VARIANCE PRICE PER GALLON: The variance in the cost of a gallon of fuel based on the US DEPARTMENT OF ENERGY Weekly Retail On-Highway Diesel Prices for the East Coast _ published September 30, 2013 compared to the average annual retail US DEPARTMENT OF ENERGY Weekly Retail On-Highway Diesel Prices for the East Coast published September 30, 2014. On September 30 each contract year thereafter the average annual US DEPARTMENT OF ENERGY Weekly Retail On-Highway Diesel Prices for the East Coast nearest to that date will be compared to the average annual US DEPARTMENT OF ENERGY Weekly Retail On-Highway Diesel Prices for the East Coast of the previous year. The average annual DEPARTMENT OF ENERGY Weekly Retail On-Highway Diesel Prices for the East Coast will be determined by tracking and adding the published weekly 5 day averages throughout the year and dividing by 52.
11. Fuel cost increases/decreases shall be calculated by October 31, 2014 and become effective January 1, 2015 and shall be recalculated using the same formula and become effective on the same date each contract year thereafter.

The Formula:

$$\frac{(\text{ROUTE MILES}) / (\text{FUEL PER MILE}) \times (\text{ROUTE VEHICLES}) \times (\text{WEEKS PER MONTH})}{(\text{Cost of fuel per month})} \times (\text{VARIANCE PRICE PER GALLON}) = (\text{HOUSING UNITS}) \text{ Fuel Cost Adjustment to BASE COLLECTION RATE per month per residential unit}$$

Section 725 Petition for Unusual or Unanticipated Costs

The Contractor may petition the City at any time for additional payment rate adjustments on the basis of certain unusual changes in the cost of operations. These include:

1. New or revised Federal or State laws, ordinances or regulations that place a direct fee or tax per ton on municipal solid waste generated by City of Johnstown; The increase per month shall be calculated using the annual reported waste generation data per residential unit in the City. The City shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the payment rates.

Section 730 City's Contract Administration Costs

1. For the costs of the City administering monitoring, educating, communicating and enforcing the provisions of this contract the City shall be compensated in the following manner:

- a. The Contractor shall submit to the City with the monthly statement of gross receipts, a sum equal to 3% percent of the gross receipts due to be payable for services rendered to Customers within the City for the Exclusive Franchises granted under this Contract.
- b. The Contractor's costs shown on the Bid Rates and Services should include these Contract Administration Costs.

Section 740 Wage Increases for Employees

All wage increases for collectors or any other employees of the Contractor granted during the term of this Contract shall be the sole responsibility of the Contractor. Any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other foreseeable business risks that may affect the performance of this Contract shall be to the Contractor's advantage or expense respectively, except as noted herein.

Section 750 Withholding and Payment of Liens and Judgments.

Does not apply

k

J. EQUAL OPPORTUNITY/NON-DISCRIMINATION

Section 800 Equal Employment Opportunity

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bonfire occupational qualification.
2. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap.
3. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
5. The Contractor shall be responsible for the compliance of subcontractors or joint venturers.
6. Me foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

Section 820 Non-Discriminatory Service

1. The Contractor will not discriminate against any customer or City resident in the provision of service or quality of service on account of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide qualification to or for service.
2. The Contractor shall provide the same good quality service throughout the Collection Area without regard to racial, ethnic, or cultural characteristics or relative standard of living of the neighborhood.

K. SECURITY; LIABILITY; DAMAGES

Section 900 Contents and Execution Of Finance Security

- 1 Any financial security furnished shall be an original, fully executed by both the prospective Contractor and the surety or sureties in ink and shall be in a form acceptable to the City.
2. Where the prospective Contractor is a corporation, the security shall be signed by two officers of the corporation who have been duly authorized to do so by

- appropriate action of the corporation, and the seal of the corporation shall be affixed.
3. Where the prospective Contractor is an individual or individuals, the security shall be signed by the individual or individuals affixing the signature to the bid. Changes or additions to bid security or to the signatures thereon may not be permitted after the opening of bids.
 4. The financial security submitted to the City *must* be the originally issued document, signed in ink.
 5. Both the name of the contractor and the name of the issuing financial institution *must* appear on the financial security.
 6. The name of the insured and the name of the contractor *must* be the same.
 7. The bid's title, contract number or description *must* appear in the financial security.

Section 910 Bid Bond

Prospective Contractors are required to file with their proposals financial security equal to 10% of the total bid for year one for Option A or for Option B, whichever is higher. This financial security shall be in the form of a bid bond, certified check or letter of credit and required to be renewed annually through each contract year from Contract start date of September 1, 2019 through August 31, 2024 and each contract option year from September 1, 2024 through August 31, 2029. In order to be acceptable as financial security, a bid bond must be issued by one or more surety companies legally authorized to do business in Pennsylvania which retain as capital no less than the amount of the issued bond and said bond must be in form approved by City of Johnstown. If the bonding company executes the bond through an attorney-in-fact, a Power of Attorney showing authority to act must accompany the bond

Section 920 Performance Bond

- I. Financial security shall be further required to insure faithful performance of the work provided for in the contract and to indemnify and save harmless the City from all liens, charges, claims, demands, losses, costs and damages of every kind and nature, whatsoever, except as is otherwise provided in said contract is 75% of the total for year one. The performance bond shall be renewed annually.
2. Before this Contract can be executed, the Contractor shall furnish a corporate surety bond or a letter of credit written by an acceptable bank as security for the performance of the Contract.
 - a. Said bond or letter of credit must be in the amount of 75% of the total annual cost of awarded service option as shown on the Bid Sheet for Rates and Services.
 - b. The bond shall be issued for a period of not less than one year and the Contractor shall provide a new bond, or evidence satisfactory to the City of the renewability of the current bond at least 90 calendar days before it expires.

- c. The bond shall be for the use and benefit of the City, with a surety company authorized to do business in the Commonwealth of Pennsylvania and acceptable to the City.
 - d. Said bond shall be conditioned that such Contractor shall faithfully perform all of the provisions of this Contract and pay all laborers, mechanics, subcontractors, material men and all persons who shall supply such Contractor or subcontractors with provisions and supplies for the performance of this Contract, and shall be further conditioned that any person(s) performing such work or services, said bond shall contain appropriate recitations that it is issued pursuant to this Section of this Contract, that it shall be construed to meet all requirements specified herein and that any condition or limitation in such bond which is in conflict with the conditions and requirements of this Section is void.
 - e. Such bond shall be submitted to, and subject to approval of the City prior to its effective date.
3. Failure of the Contractor to furnish and maintain said Performance and Payment Bond shall be considered a material breach of this Contract and grounds for its immediate termination at the option of the City.

Section 930 Default of Contractor

- I. This Section is independent, notwithstanding any other provisions of this Contract. The Contractor may be held in default of the Contract in the event the Contractor:
- a. Fails to perform ninety percent (90%) of the collections required by this Contract and appears, to the City, to have abandoned the work, or to be unable to resume collections within forty-eight hours;
 - b. Has failed on three or more occasions of three (3) consecutive business days duration each, in any year, or fifteen (15) days in a calendar year to perform the collections required by the Contract; except as provided in Section 170 and 175;
 - c. Repeatedly neglects, fails, or refuses to **comply with any of the material terms of the Contract**, after having received notice of its obligation to do so.
- 2. To initiate proceedings under this Section, the City shall give notice to the Contractor and its surety of the location, time, and date within the following seven calendar days of a public hearing at which the Contractor may show cause why it should not be declared in default.
 - 3. In the event the Contractor fails to show, to the satisfaction of the City, why the Contractor should not be declared to be in default of this Contract and City may make such declaration.
 - 4. In declaring the Contractor to have defaulted on the Contract, the City also may order the Contractor to discontinue further performance of work under the Contract and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance bond and take any other action it deems advisable.

5. Upon receipt of a notice that the work has been transferred to the surety without termination of the Contract, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the City pursuant to Section 70 hereof, for the purpose of completing the work under the Contract; employ, by contract or otherwise, any person and all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Contract and the bond.
6. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Contract subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.
7. In the event the surety on the Contractor's performance bond fails to assume or continue performances within 48 hours after its receipt of notice that the work has been transferred to such surety, the Contractor shall lease, sublease or otherwise license the City to use all, or whatever portion is desired by the City, of the materials and equipment described on the most recent inventory submitted to the City pursuant to Section 70 hereof, for collection and processing purposes for a period of up to six months following the date of the declaration of default by the City without requiring the City to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring the City to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that the City pay for the equipment and materials actually used for such collection a market rental that is no greater than (i) the monthly lease, in the event such property is leased by the Contractor, (ii) the periodic installment, in the event such property is being acquired under a purchase contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase contract, or (iv) the periodic interest and principal, in the event such property is being acquired under a financing arrangement; provided, that under no circumstances shall the City be liable during its use of such property For any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of the City's interim use of such property; provided, further, that such lease, sub-lease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Contract.
8. In the event the City secures the performance of work under the Contract at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then the City shall retain such difference; but in the event such cost to the City is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to the City.
9. All payments due the Contractor at the time of default, less amounts due the City from the Contractor, shall be applied by the City against damages suffered and

expense incurred by the City for reason of such default, any excess shall be paid to the Contractor unless otherwise provided herein.

10. Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Contract resulting from causes beyond the Contractor's control shall not be deemed to be a default and the rights and remedies of the City provided for herein shall be inapplicable; provided that labor disputes shall not be considered a cause beyond the Contractor's control.

Section 940 Commitment of Equipment

1. Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory under Section 70 for use in the performance of this Contract (called "such property") shall be available for use in collecting Municipal Solid Waste and Recyclables in the Collection Area. When provided, this Section applies to the replacement and substitute.
2. For the duration of this Contract, any document (including a lease to or by the Contractor, financing contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:
 - a. Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
 - h. In event the Contractor is in default and the surety on the Contractor's performance bond fails to assume or continue performance within 48 hours after notice to do so, allow the City to use without further documentation all or a portion of such property, at the City's discretion, for a period of up to six months following the date of the Contractor's declaration of default, to provide such collection services on the condition that the City pays to the Contractor's lessor a market rental for the equipment or property actually used in an amount no greater than the monthly lease in event of a lease, the installment payment in event of a purchase contract, or the monthly interest and principal in event of a financing arrangement;
 - c. Exempt the City from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of the City's interim usage; and
 - d. Forbid any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both the City and surety on the Contractor's performance bond sixty days' prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirements of subsections 1), 2) and 3) of this Section.

3. To assure compliance with this Section, the Contractor shall submit to the City for its review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. The City's approval shall not be unreasonably withheld.

Section 950 Insurance

1. The Contractor, at its own cost and expense, shall obtain and maintain in full force and effect, insurance coverage which will satisfactorily insure the Contractor and the City against any and all claims and liabilities which could arise out of the Contract including, but not limited to, claims and liabilities for injury (including death) or damage to persons and property which could arise because of the Collection, Disposal, and Processing of Municipal Solid Waste and Recyclable Materials, and such other insurance as is necessary to insure any other obligation incurred by the Contractor herein. A certificate evidencing the following minimum insurance must be provided when award is made, unless otherwise specified:
 - a. A comprehensive General Liability Insurance Policy (including Completed Operations and Contractual Liability Coverage). Said policy of insurance shall be on an "occurrence" basis, not a "claims made" basis. Shall have minimum limits of \$1,000,000.00 per occurrence, combined single limit for bodily injury (including death) and property damage, with a contractual liability endorsement, and shall name the Authority as an additional insured.
 - b. A Worker's Compensation and Employer's Liability Insurance Policy with a Statutory Limit of Coverage.
 - c. An Automobile Liability Insurance Policy covering owned, non-owned and hired vehicles. Said policy of insurance shall have minimum limits of \$500,000.00 per person, \$1,000,000.00 per occurrence bodily injury (including death), and \$500,000.00 per occurrence property damage and shall name the Authority as an additional insured.
 - i. All Contractor's insurance policies be on an "occurrence basis, not a "claims made" basis and shall provide that the Authority be given at least sixty (60) days written notice prior to any change or cancellation of such policies.
 - ii. Where policies are written for a period less than the term of the Contract, the Contractor shall submit, at least thirty (30) days prior to expiration of the policy, renewal insurance certificates and such other evidence as the Authority may require to verify the renewal of the required coverage.
 - iii. Insurance must be maintained in full force and effect throughout the term of the contract. If insurance must be renewed during the term of the contract, the new certificate of insurance must be forwarded to:
City of Johnstown, City Hall, Room 102, 401 Main Street, Johnstown, PA 15901

2. Failure to provide and renew such insurance as required shall be deemed a material breach of contract and shall be a basis for immediate termination of the contract. The insurance requirements of this provision shall be in addition to any other insurance requirements of the contract.

Section 960 Indemnity

The Contractor(s) shall defend, indemnify and save harmless City of Johnstown and the City's officers, employees and agents from any and every claim and risk, and from all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind (collectively "losses"), on account of injury to or death of any and all persons (including but not limited to the Contractor, its agents, employees, subcontractors and their successors and assigns as well as the City or the City's agents, and all third parties), and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting therefrom, in connection with or related to the work performed under this Contract, or in connection with or related to (in whole or in part by reason of) the presence of the Contractor or its subcontractors, or their property, employees or agents, upon or in proximity to the property of City of Johnstown, or any other property (upon which the Contractor is performing any work called for), except only those losses resulting solely from the negligence of City of Johnstown.

Section 970 Security Deposit Fund

This section applies as follows:

1. This Section is independent of Section 920.
2. In order to ensure compliance with the provisions for spillages and other service or reporting violations specified in the contract, a good faith security deposit of \$15,000.00 shall be paid by certified or cashier's check to the City of Johnstown by the Contractor within ten(10) days of a notice of contract award.
3. This security deposit or any remaining portion thereof shall be held in an interest bearing account by the City of Johnstown.
4. Any assessment(s) against the security deposit shall not relieve the contractor of his ongoing reporting, service and clean-up responsibilities for the duration of the contract.
4. If deductions from Section 975 result in depletion of the security deposit to \$2,500 before the end of this contract it shall automatically mandate replenishment of the security deposit in a like amount by the contractor within fifteen (15) days.
 - a. Failure by the contractor to do so shall result in a contract default under the contractor's performance bond, and shall constitute sufficient documentation to declare the contractor irresponsible for future bidding.
6. All funds, including accumulated interest, that remain at the end of the Contractor shall be returned to the Contractor.

Section 975 Acts or Omissions and Liquidated Damages

I. This Section is independent of Section 920.

2. This Section shows in a table the acts or omissions, within the control of the Contractor, the applicable section of the Contract, and the amount of liquidated damages associated with the section.

- a. In the left hand column are acts or omissions, that are considered a breach of this Contract;
- b. The amounts in the right hand column are set as Liquidated Damages.

Table of Acts or Omissions and Liquidated Damages

Section	Description	Liquidated Damages
120.1	Commencing collection prior to 6:00 a.m. or continuing collection past 6:00 p.m.	100 per day per route
120.4	Failure to submit collection schedule and service levels for City	\$50 per day
160.1	Failure to resume service after ice and snow condition as required	\$250 per route per day
160.2	Failure to resume service as required for non- weather Related incidents	\$250 per route per day
165	Failure to resume service as required for non- weather Related incidents	\$250 per route per day
170.9	Failure to collect missed Garbage, or Recyclables within One business day after a make-up request is given to contractor	\$5 per reported miss and/or the cost to the City of collecting the misses
170.10	Failure to collect Friday's reported misses on	\$15 per reported miss and/or the cost to the City of collecting the misses
220	Failure to collect spillage	\$250.00 or cost of remediation whichever is higher
250	Unsatisfactory performance after two (2) notices to correct specific incidences involving the same address or collector in any six (6) month period.	\$200 each incident
510	Recyclables may not be mixed together with Municipal waste in the same compartment o vehicle's body.	\$1000 per incident and may be cause for termination.
610	Failure to submit complete accurate monthly reports as required	\$50 per day per report

3.. Liquidated Damages may be deducted from the Security Deposit Fund determined by the City. Any assessment(s) against the security deposit shall not relieve the Contractor of his on-going reporting, service and clean-up responsibilities for the duration of the contract.

4. The City shall provide Contractor with written notice of all liquidated damages assessed on at least a monthly basis.
5. Should the City neglect or opt not to enforce a penalty for any given offense on any given date or time, it shall not remove the ability of the City to enforce such penalty retroactively or in the future.

L. ANCILLARY PROVISIONS

Section 1000 Assignment or Pledge of Moneys by the Contractor

The Contractor shall not assign or pledge any of the monies due under this Contract without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days' prior notice to the City of such assignments or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract.

Section 1010 Assignment; Subcontracting; Delegation of Duties

Except for the subcontracting identified in the Contractor's bid the Contractor shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Contract without the prior written approval of the City.

In the event of an assignment, subcontract or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition its approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken.

Section 1020 Audit

The Contractor shall maintain in its office full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting Contractor's work on this Contract. The City may require an audit of such books and records at any reasonable time, at the City's expense. Such audit will be conducted by another reputable, competent certified public accounting firm with experience in auditing public service companies selected by mutual agreement of the City and the Contractor. Audit information will be kept confidential, except as public disclosure laws may require disclosure.

Section 1030 Contract Rights

The parties reserve the right to amend this Contract from time to time by mutual agreement in writing. Rights under this Contract are cumulative, and in addition to rights existing at common law. Payment by the City and performance by the Contractor do not waive their contract rights. Failure by either party on any occasion to exercise a contract right shall not forfeit or waive the right to exercise the right another occasion. The use of one remedy does not exclude or waive the right to use another.

Section 1040 Interpretation

This Contract shall be interpreted as a whole and to carry out its purposes. This Contract is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions.

Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

Section 1050 Law; Venue

The laws of the Commonwealth of Pennsylvania and Charter and Ordinances of the City of Johnstown shall govern the validity, construction and effect of this Contract. The venue for any claims, litigation, or causes of action between the parties shall be in the Superior Court of the Commonwealth of Pennsylvania for Cambria County.

Section 1060 Notices

1. All official notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger, by certified or registered mail, return receipt requested, or by fax to the City at the following respective addresses:

To the City:

George Hayfield
City Manager
City Hall, Room 102
401 Main Street
Johnstown, PA 15902
Ph. 814-533-2001

To the Contractor:

The contact information shown on
the Statement of Qualifications

2. Either party may from time to time designate a new address for notices. Unless a return receipt or other document establishes otherwise, a notice sent by U.S. Mail shall be presumed to be received the second business day after its mailing.

Section 1070 Severability

Should any term, provision, condition, or other portion of this Contract or its application be held to be inoperative, invalid or unenforceable, and the remainder of the Contract still fulfills its purposes, the remainder of this Contract or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

Section 1080 Termination

Notwithstanding any other provisions of this Contract, the City may terminate this Contract upon a default under or breach of this Contract by the Contractor. A termination for violation of an equal opportunity provision, or violation of any other provision shall take effect in fifteen (15) calendar days after delivery of notice of termination

Section 1090 Transition to Next Contractor

In the event that Contractor is not awarded a contract to continue to provide solid waste collection services, Contractor shall cooperate fully with City and the subsequent contractors to assure an orderly and effective transition. Such cooperation shall include, but not be limited to, providing route maps, route lists and other similar information.

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10191

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS NECESSARY TO APPLY FOR A MULTIMODAL TRANSPORTATION FUND GRANT IN THE AMOUNT OF 1.5 MILLION DOLLARS THROUGH THE PA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT AND THE COMMONWEALTH FINANCING AUTHORITY FOR THE PURPOSE OF IMPLEMENTING THE JOHNSTOWN MAIN STREET GREENWAY PLAN.

Be it RESOLVED, that the City of Johnstown of Cambria County hereby requests a Multimodal Transportation Fund no match grant of \$1,500,000 from the PA Department of Community and Economic Development and the Commonwealth Financing Authority to be used for implementation of the Johnstown Main Street Greenway Plan

Be it FURTHER RESOLVED, that the Applicant does hereby designate the City Manager as the official to execute all documents and agreements between the City of Johnstown and the PA Department of Community and Economic Development to facilitate and assist in obtaining the requested grant.

ADOPTED:

June 12, 2019

By the following vote:

Yeas: Mr. Britt, Rev. King, Mrs. Mock, Mrs. Stanton, Mr. Vitovich, Mayor Janakovic. (6)

Nays: None (0)

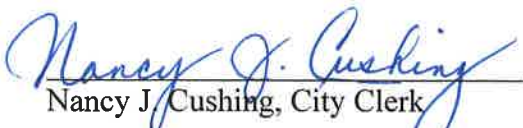
Absent: Mr. Williams (1)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10191** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10191

Be it RESOLVED, that the City of Johnstown (Name of Applicant) of
Cambria County (Name of County) hereby request a Multimodal Transportation Fund grant of
\$ 1,500,000 from the Commonwealth Financing Authority to be used for Main Street Greenway Plan.

Be it FURTHER RESOLVED, that the Applicant does hereby designate George Hayfield (Name and
Title) and Robert Ritter (Name and Title) as the official(s) to execute all documents and
Finance Director (Name and Title) as the official(s) to execute all documents and
agreements between the City of Johnstown (Name of Applicant) and the Commonwealth Financing
Authority to facilitate and assist in obtaining the requested grant.

I, Nancy J. Cushing duly qualified Secretary of the City of Johnstown (Name of Applicant), Cambria County
(Name of County) Johnstown, PA; hereby certify that the forgoing is a true and correct copy of a
Resolution duly adopted by a majority vote of the Johnstown City Council (Governing Body) at a
regular meeting held June 12, 2019 (Date) and said Resolution has been recorded in the Minutes of the
City of Johnstown (Applicant) and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the City of Johnstown (Applicant),
this 12th day of June 2019.

City of Johnstown
Name of Applicant

Cambria
County

Nancy J. Cushing
Secretary / City Clerk 

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10192

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AND SIGN AN AGILITY AGREEMENT WITH THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION ON BEHALF OF THE CITY OF JOHNSTOWN.

WHEREAS, the Pennsylvania Department of Transportation has created an Agility Program to create partnerships across the State and Local Governments to trade services, to create a customer focus and to focus in on each partner's strengths; and

WHEREAS, the Department of Transportation has partnered with their collective bargaining unit and that of the City to work progressively; and

WHEREAS, the City of Johnstown and the Department of Transportation have much to offer each other, their skills, equipment and specialties complement each other and the City's infrastructure will benefit by such partnership.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Johnstown, Pennsylvania, authorizes and directs the City Manager to enter into and sign an Agility Agreement, with the Pennsylvania Department of Transportation on behalf of the City of Johnstown.

BE IT FURTHER RESOLVED, the City Council of the City of Johnstown also authorizes and directs the City Manager to enter into any necessary amendments to the original Agility Agreement.

ADOPTED:

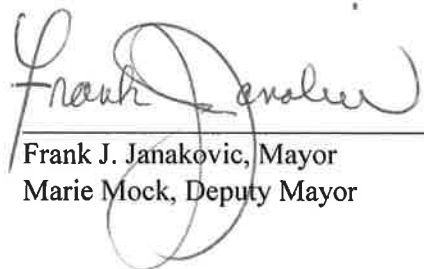
June 12, 2019

By the following vote:

Yeas: Mayor Janakovic, Rev. King, Mrs. Mock, Mrs. Stanton, Mr. Vitovich, Mr. Britt. (6)

Nays: None (0)

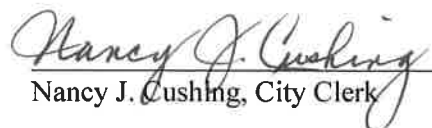
Absent: Mr. Williams. (1)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10192 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

**AGILITY AGREEMENT
TERMS AND CONDITIONS
Attachment A**

This Agreement is subject to the following terms and conditions:

1. The PARTNER, using its own personnel and equipment owned or leased by it, or materials owned by it or supplied by others, shall provide the maintenance activities identified in the Agreement in quantities determined and specified on individual work orders to be of equal value to the maintenance activities provided by the DEPARTMENT under this Agreement. The PARTNER shall perform all maintenance activities in accordance with applicable provisions of the most current version of the DEPARTMENT's Publication No. 408, Specifications, and its amendments and supplements; the policies and procedures set forth in the most current version of the DEPARTMENT's Publication No. 113, Highway Foreman Manual, and its amendments and supplements; and all applicable provisions of the most current version of the DEPARTMENT's Publication No. 213, Temporary Traffic Control Guidelines, and its amendments and supplements and Publication No. 212, Official Traffic Control Devices, and all amendments thereto. These publications and regulations are all incorporated by reference as though physically attached to this Agreement. The PARTNER's (s') provision of these maintenance activities on state highways shall serve as consideration for the DEPARTMENT's provision of maintenance activities which it is providing under this Agreement on the PARTNER's (s') roads.
2. The DEPARTMENT, on state and local highways, shall provide the maintenance activities identified in the Agreement in quantities determined and specified on individual work orders to be of equal value to the maintenance activities provided by the PARTNER(s) under this Agreement in good workmanlike manner. The DEPARTMENT shall use its own personnel and equipment owned or leased by it, and/or materials owned by it or supplied by others and shall perform these maintenance activities in accordance with applicable provisions of the most current version of the DEPARTMENT's Publication No. 408, Specifications, and its amendments and supplements; the policies and procedures set forth in the most current version of the DEPARTMENT's Publication No. 113, Highway Foreman Manual, and its amendments and supplements; and all applicable provisions of the most current version of the DEPARTMENT's Publication No. 213, Temporary Traffic Control Guidelines, and its amendments and supplements and Publication No. 212, Official Traffic Control Devices, and all amendments thereto. These publications and regulations are all incorporated by reference as though physically attached to this Agreement. In the alternative, if the PARTNER(s) has (have) its (their) own ordinances, specifications, standards, manuals, criteria, policies or procedures relating to highway maintenance, and the applicable provisions of these documents are stricter than those found in the DEPARTMENT's publications listed above, the DEPARTMENT shall follow the municipal documents in providing the maintenance activities on highways under the jurisdiction of the affected PARTNER(s). The DEPARTMENT's provision of these maintenance activities on municipal roads shall serve as consideration for the PARTNER's(s') provision of maintenance activities that it is providing under this Agreement on state highways.
3. The DEPARTMENT and the PARTNER(s) agree, acknowledge and understand that each party undertakes its responsibilities independently and that its employees or lessors shall not be considered employees of the other party for the purposes of undertaking activities under this Agreement. The DEPARTMENT shall not be liable, nor shall it indemnify, defend, or save harmless the PARTNER(s) for the negligent acts of the DEPARTMENT'S employees or lessors during the undertaking of, or resulting from the undertaking of, activities under this Agreement. The PARTNER(s) shall not be liable, nor shall it (they) indemnify, defend, or save harmless the DEPARTMENT for the negligent acts of the PARTNER's (s') employees or lessors during the undertaking of, or resulting from the undertaking of, activities under this Agreement.
4. Activities undertaken by any party under this Agreement on another party's roadways or other property shall be subject to inspection by the duly authorized representatives of the other party within sixty (60) days of completion. If the inspection establishes that certain activities are not in general conformance with the

specifications, policies, and procedures, of the receiving party or have not been undertaken and completed in a good and workmanlike manner, the party that has performed the activity shall correct or re-perform it, as necessary, to the satisfaction of the other party. The parties are not obligated to conduct an inspection program. Any party, at its complete discretion, may conduct spot inspections or inspections of a particular maintenance activity being performed within its jurisdiction by another party.

5. PennDOT has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, PennDOT has established a Green Plan Policy that can be found at www.dot.state.pa.us and is also posted at PennDOT District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The PARTNER shall ensure that its personnel (including the personnel of any of its subcontractors, if applicable) are aware of PennDOT's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.
6. The following designated contract provisions are hereby incorporated by reference as if physically attached to this Agreement:
 - Commonwealth Nondiscrimination/Sexual Harassment Clause
 - Contractor Integrity Provisions
 - Provisions Concerning the Americans with Disabilities Act
7. This document may be executed by the parties' signatory in counterpart. Execution in counterpart shall be deemed to have the same force and effect as simultaneous execution; and all counterparts shall together constitute a single Agreement.
8. The following conditions apply to services that the DEPARTMENT wishes to receive:
 - a. **Services** – The DEPARTMENT cannot accept a service if there is a state-wide or local services contract with a private vendor for the service unless:
 1. The contract is amended, upon concurrence by all parties to the contract, with language to allowing the DEPARTMENT to obtain service/supply from another source; or
 2. The vendor(s) cannot provide the service or equipment when requested. The vendors **MUST** be contacted at the time a work plan is generated to verify that the vendor(s) cannot provide the equipment/service requested.
 - b. **Training** – Training must be for appropriate maintenance related training or for subjects offered by Transportation University, but are not available when needed. Attach out service forms and approvals to Work Plan.
 - c. **Training not allowed** – The following training will not be allowed under any circumstances:
 - **Computer training**
 - d. **Meals** – If the other party is providing any meals in conjunction with meeting rooms, Form OS-58 (5-98), Donation of Excess Prepared Food, must be attached to the Agreement. However, if there is a local contract in place for provision of meals to the DEPARTMENT, the DEPARTMENT cannot accept meals from that party unless the conditions set forth above in 8.a. are met.
 - e. **Materials** – The DEPARTMENT can accept materials outright, except for materials that are under a statewide contract. However, if the materials are being provided incidentally to the performance of a

service, the prohibition against accepting materials that are under a statewide contract does not apply. Furthermore, any materials provided incidentally to the performance of a service shall be considered part of the service.

9. The following conditions apply to services that the DEPARTMENT wishes to provide:

- a. **Materials** – The DEPARTMENT cannot provide materials, other than salt brine and signs described below, outright. Materials may be included as part of a service normally performed with DEPARTMENT forces so long as the overall purpose of the activity is the performance of the service and the materials are being provided incidentally thereto.
- b. **Signs** – The DEPARTMENT will provide signs within Plant Maintenance Group Number 16 outright. If the signs do not fall within this grouping, they would be considered surplus and must have the DGS green tag approval form attached.
- c. **Surplus** – If materials being included as part of a service are surplus (e.g., guiderail or pipe), the DGS green tag approval form for surplus materials procedures must be attached and the Agreement must refer to the DGS surplus procedures.

City Solicitor's Review and Approval

Pursuant to Home Rule Charter Article VII, City Solicitor, Duties 11.8-801

Date: _____

The Beard Legal Group-City Solicitors

RESOLUTION NO. 10193

For Consideration on June 12, 2019

Submitted by Council members Stanton & Williams

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN AUTHORIZING AND DIRECTING THE CITY MANAGER TO CONTACT, IN WRITING: FEMA, THE PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA), PA DEPARTMENT OF ENVIRONMENTAL PROTECTION, US ARMY CORP OF ENGINEERS, STATE REPRESENTATIVE JIM RIGBY AND SENATOR WAYNE LANGERHOLC, US SENATOR BOB CASEY, SENATOR PAT TOOMEY AND REPRESENTATIVE JOHN JOYCE REQUESTING FUNDING ASSISTANCE AND IMMEDIATE HELP FOR THE PURPOSE OF REMEDIATION AND REPAIRS TO THE NON-FEDERAL FLOOD CONTROL PROJECTS/FLOOD CHANNELS LOCATED IN THE CITY OF JOHNSTOWN.

Whereas, the City of Johnstown has six non-federal Flood Control Projects located throughout the City; St. Clair Run, Elk Run, Cheney Run, Griffith Run, Solomon Run and Sams Run.

Whereas, maintenance and repairs to the Flood Protection Projects is essential to provide flood protection in the community.

Whereas, the PA Department of Environmental Protection is responsible for the inspections (not maintenance) of the Non-federal Flood Control Projects, and the 2017 USACE Inspection Reports for the Flood Protection Projects rank conditions as minimally acceptable to unacceptable.

Whereas, the City of Johnstown has a history of significant flood events.

Whereas, a future high-water event/flood could be disastrous for the City of Johnstown-with loss of life and property due to the deterioration and collapse of the current flood channel walls.

Whereas, the City of Johnstown having been an Act 47 Distressed Municipality since 1992, lacks budgetary funds to perform the necessary remediation/repairs and maintenance.

Whereas, the City Council directs that the City Manager send a draft of the letter to Councilmembers before it is issued and that it include a copy of the Resolution reflecting the Councilmembers' votes.

This Resolution duly adopted this 12th day of June, 2019 by the City Council of the City of Johnstown, Cambria County, Pennsylvania

PASSED FINALLY IN COUNCIL:


June 12, 2019

By the following vote:

YEAS: Mrs. Stanton, Mr. Britt, Mayor Janakovic, Rev. King, Mrs. Mock. (5)


NAYS: Mr. Vitovich. (1)

ABSENT: Mr. Williams. (1)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST: I do hereby attest that the foregoing is a true and correct copy of Resolution **10193** as the same was passed finally by the City Council and signed by the Mayor and /or Deputy Mayor of the City of Johnstown, Pennsylvania



Nancy Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10194

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN ALL AGREEMENTS, MORTGAGES, GUARANTEES AND ALL OTHER LOAN CLOSING DOCUMENTS FOR CAFÉ ON BROAD LLC.

WHEREAS, the City of Johnstown received a loan application from Cafe on Broad LLC for the request of \$50,000.00 to be used to acquire a property located at 424 Broad Street Johnstown, PA 15906; and

WHEREAS, the city of Johnstown's Loan Committee met and approved the loan application during a public meeting held on May 29, 2019; and

WHEREAS, all loan closing documents have been reviewed and approved by Beard Legal Group, Inc.

NOW, THEREFORE, BE IT RESOLVED, that the City Manager is hereby authorized and directed to sign all Agreements, Mortgages, Guarantees and all other loan closing documents for Cafe on Broad LLC.

ADOPTED:

June 12, 2019

By the following vote:

Yeas: Mr. Vitovich, Mr. Britt, Mayor Janakovic, Rev. King, Mrs. Mock, Mrs. Stanton. (6)

Nays: None (0)

Absent: Mr. Williams. (1)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. 10194 as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA
RESOLUTION NO. 10195

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING AND DIRECTING THE CITY MANAGER AND SOLICITOR TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE A TWO-YEAR EXTENSION OF ITS CURRENT CONTRACT WITH TURNKEY TAXES, INC.

WHEREAS, TurnKey Taxes, Inc., has a unique and expertise experience in developing methods and approaches to data conversion, analysis, and collection of municipal delinquent taxes and other revenues; and

WHEREAS, the City desired and received assistance in obtaining, cleaning, analyzing, and organizing historical and current tax records and collecting delinquent taxes not previously collected by any current or former City delinquent tax collector; and

WHEREAS, the City wishes to continue its agreement with TurnKey Taxes, Inc. for purposes of receiving and continuing the services provided by TurnKey Taxes, Inc. relative to the collection of delinquent taxes not previously collected or identified by current or former City delinquent tax collectors; and

WHEREAS, TurnKey Taxes, Inc. is willing to continue the agreement with the City for a 2-year term, under the same terms and conditions of its original agreement, consisting of a fee for its services in the amount of 25% of the delinquent taxes that are 1) identified by TurnKey Taxes, Inc. that have not been previously collected by the current or any former City delinquent tax collector (other than TurnKey); 2) actually collected; and 3) deposited into the City's bank account; and

WHEREAS, this agreement may be terminated by either party, for any reason, by providing ninety (90) days advance written notice to the other party;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, Cambria County, Pennsylvania that the City Manager is authorized and directed to sign all documents necessary to extend and/or renew a contract with TurnKey Taxes, Inc. for purposes of the continuation of their services as described in the parties' original agreement, for a period of two years commencing February 25, 2019, and in consultation with the Solicitor.

ADOPTED:


June 12, 2019

By the following vote:

Yeas: Mr. Britt, Mayor Janakovic, Rev. King, Mrs. Mock, Mr. Vitovich. (5)

Nays: Mrs. Stanton. (1)

Absent: Mr. Williams. (1)



Frank J. Janakovic, Mayor
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10195 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

AMENDMENT EXTENDING AGREEMENT BETWEEN THE CITY OF JOHNSTOWN
AND TURNKEY TAXES, INC.

This Amendment is made by and between the City of Johnstown at the request _____
operating under Home Rule Charter with offices at City Hall, 401 Main Street, Johnstown, PA
15901 (hereinafter “the City”)

and

Turnkey Taxes, Inc., a Pennsylvania corporation with a business address at 1936 Fifth Avenue,
Pittsburgh, PA 15219 (hereinafter “TurnKey”).

WHEREAS, by Resolution of the City Council of the City of Johnstown dated February
25, 2016, the City Manager was authorized and directed to execute a 3-year contract (hereinafter
referred to as “Agreement”) with TurnKey relative to data conversation services and collection
of municipal delinquent taxes and other revenues; and

WHEREAS, the parties desire to extend the Agreement entered on February 25, 2016 for
another 3-year term for purposes of TurnKey’s collection of municipal delinquent taxes and
other revenues as provided in said Agreement; and

WHEREAS, the parties desire to provide clarification regarding certain matters relative
to the extension of the Agreement, as outlined below;

NOW, THEREFORE, with the intent to be legally bound the parties mutually agree as
follows:

- 1) The Agreement originally dated February 25, 2016 and adopted for 3-year term is hereby renewed and extended for a contract period extending for a 2-year period extending from February 25, 2019 through February 25, 2021.

- 2) The Agreement's terms and conditions are renewed in their entirety with the exception of the following:

Paragraph 2, where Turnkey's charge; to examine, scrub, validate and convert the City's electronic tax records, is reduced from \$300.00 per month to \$150.00 per month.

- 3) This amendment shall be made retroactively effective to February 25, 2019, upon adoption and execution by the parties.
- 4) All other provisions of the February 25, 2016 Agreement shall remain intact, if not otherwise addressed or contrary to the information provided herein.

IN WITNESS WHEREOF the parties have executed this Agreement, this ____ day of _____, 2019.

ATTEST:

CITY OF JOHNSTOWN

By: _____

WITNESS:

TurnKey Tax, Inc.

By: _____