

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10268

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA APPROVING THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION'S INSTALLATION OF BIKE LANES ALONG IDENTIFIED PARTS OF STATE ROUTE 403 THROUGHOUT THE CITY AND AUTHORIZING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE SAME.

WHEREAS, PennDOT will be rehabilitating parts of Pennsylvania State Route 403 throughout the City; and

WHEREAS, PennDOT is willing to install painted bike lanes along sections of State Route 403 as proposed on the attached map; and

WHEREAS, PennDOT will require the City to maintain the installed bike lanes until such time PennDOT rehabilitates State Route 403 in the future.

NOW, THEREFORE, BE IT RESOLVED, City Council of the City of Johnstown, Pennsylvania hereby approves and authorizes the installation along State Route 403 and further authorizes the Interim City Manager and/or his designee to take any and all actions necessary to effectuate same.


ADOPTED: March 11, 2020

By the following vote:


Yeas: Mrs. Mock, Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti,

Mayor Janakovic, Rev. King. (7)

Nays: None (0)

  
\_\_\_\_\_  
Frank J. Janakovic, Mayor  
Marie Mock, Deputy

ATTEST: I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10268 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. 10269

A RESOLUTION, OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER AND CITY PUBLIC WORKS DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE RECREATION ECONOMY COMMITTEE OF THE CAMBRIA REGIONAL CHAMBER OF COMMERCE FOR THE INSTALLATION OF BICYCLE RACKS ON CITY-OWNED PROPERTY AND TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE SAME, AT NO COST TO THE CITY.

WHEREAS, the Recreation Economy Committee of the Cambria Regional Chamber of Commerce is ambitious to install bicycle racks around the community to encourage the continued growth of the Johnstown's recreation economy; and

WHEREAS, the Recreation Economy Committee of the Cambria Regional Chamber of Commerce has procured materials, labor, and funding for the production and installation of said bicycle racks at no cost to the City; and

WHEREAS, the Recreation Economy Committee of the Cambria Regional Chamber of Commerce has identified several locations on City owned property where they propose to install bicycle racks in accordance with and subject to the City's terms and conditions to be outlined in an Agreement including, but not limited to, the following:

- 1) Bicycle racks must be installed so as to comply fully with The Americans with Disabilities Act and all other applicable law.
- 2) Fully loaded bicycle racks may not interfere with the safe exiting or entering of legally parked vehicles.
- 3) Any and all bicycle racks may be removed by the City for any reason, at any time.
- 4) The Recreation Economy Committee of the Cambria Regional Chamber of Commerce assumes full responsibility for the cost, materials, and installation of the bicycle racks at the locations designated in the attached maps.
- 5) The Recreation Economy Committee of the Cambria Regional Chamber of shall agree and adhere to with all requirements for the installation of bicycle racks that may be further identified by City of Johnstown Department of Public Works.

WHEREAS, the City and the Recreation Economy Committee agree and desire for the City of Johnstown Public Works Department to provide the labor to install the bicycle racks, with compensation for any/all labor performed to be paid by the Recreation Economy Committee, and to memorialize the foregoing terms in a written Agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Recreation Economy Committee of the Cambria Regional Chamber of Commerce, the Interim City Manager, and the City Public Works Director are hereby authorized to enter into an agreement and to take any/all actions necessary to effectuate the installation of bicycle racks in accordance with the design and at the locations shown in the attached addendums, subject to all conditions outlined herein and any further conditions to be identified by the City of Johnstown Public Works Department in said agreement, at no cost to the City, and with compensation

for any/all labor performed by City employees for such installation to be paid by the Recreation Economy Committee of the Cambria Regional Chamber of Commerce.

ADOPTED:


March 11, 2020

By the following vote:

Yeas: Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotto, Mayor Janakovic, Rev. King,

Mrs. Mock. (7)

Nays: None (0)



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Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

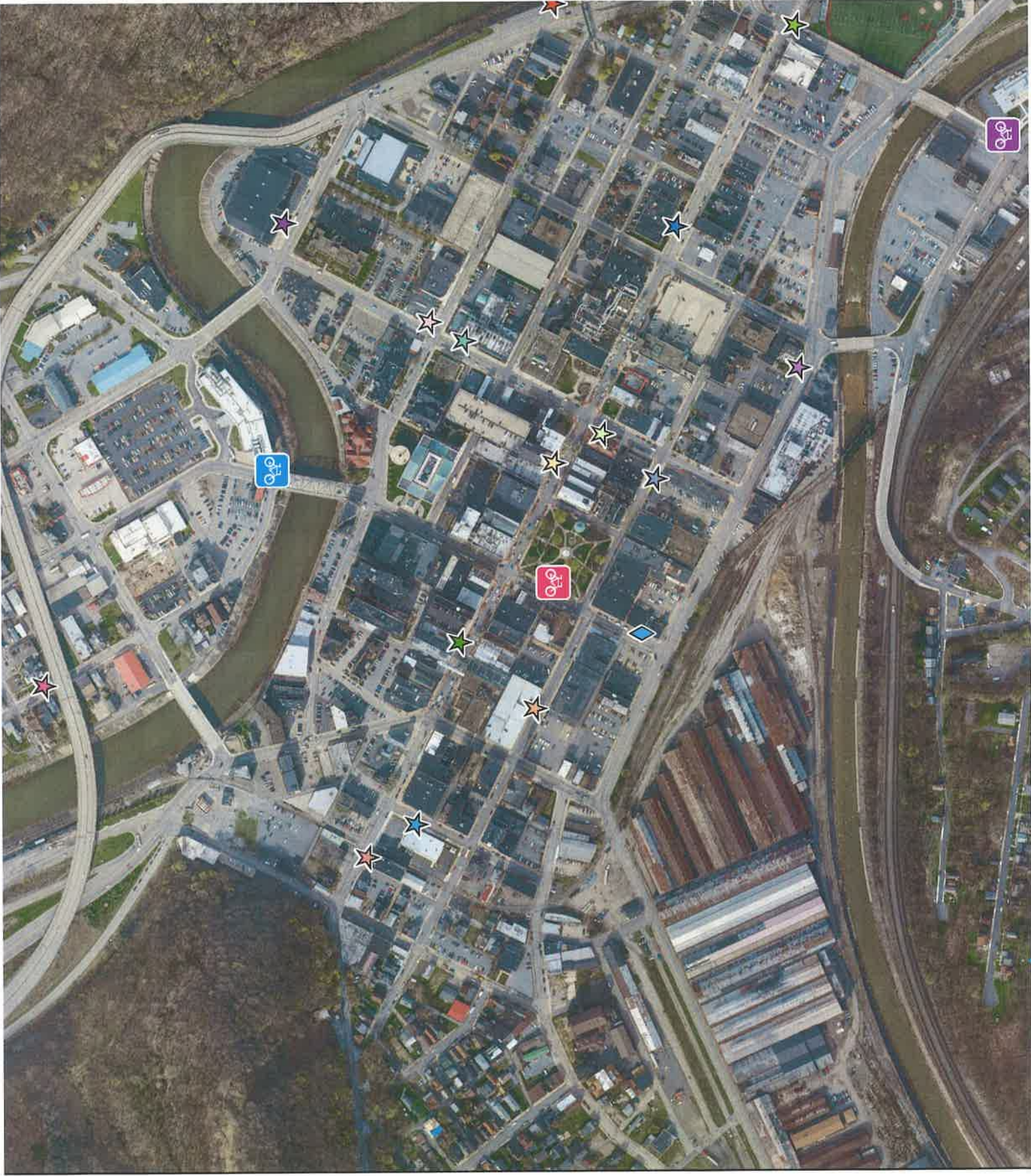
ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. **10269** as the same adopted by the Council of the City of Johnstown, Pennsylvania.



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Nancy J. Cushing, City Clerk



◆ Hope Cyclerly

**Existing Bike Racl**

● Central Park Sqare

● Lifepoint Medical I

● People's Natural C

**Proposed Bike Ra**

● 1st Summit Arena

● 814 Worx

● CamTran

● Cambria County L

● City Hall

● Dollar General

● Flood Museum

● Holiday Inn

● Inclined Plane

● Lincoln Center

● Locust Park

● New Developmen

● Rite Aid

● Sargents Stadium

● YWCA

The proposed locat and bicycle corral installi entertainment, and Downtown Johnsto maintain a public sidewa These locations he vetted by the F Committee of th Chamber

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10270

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO TAKE ALL NECESSARY ACTIONS TO ENTER INTO AND EXECUTE AN AGREEMENT WITH PREFERRED BENEFITS SPECIALISTS FOR HEALTH CARE AND EMPLOYEE BENEFIT CONSULTING SERVICES, TO DESIGNATE PREFERRED BENEFITS SPECIALISTS AS THE CITY'S BROKER OF RECORD FOR ITS HEALTH INSURANCE PLAN AND TO TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE SAME, SUBJECT TO REVIEW AND FINAL APPROVAL OF THE CITY SOLICITOR.

WHEREAS, the City of Johnstown wishes to retain professional health care consulting services to assist with the evaluation, analysis, design, and financial review of available employee benefit options; and

WHEREAS, the City Administration recommends the retention of Preferred Benefits Specialists to provide said consulting services for a monthly retainer fee of \$2800 applicable for a one-year term renewing annually unless otherwise terminated by either party pursuant to the terms and conditions outlined therein; and

WHEREAS, designation of Preferred Benefits Specialists as the City's new Broker of Record for its current health insurance plan will facilitate provision of said consulting services significantly; and

WHEREAS, the City anticipates that the consulting services will provide valuable assistance in identifying opportunity for substantial financial savings relative to the provision of employee benefits and therefore desires to enter into the proposed Agreement with Preferred Benefit Specialists subject to the review and approval of the City Solicitor regarding any/all final terms and conditions of said Agreement; and

WHEREAS, the adoption of this Resolution shall further authorize the Interim City Manager to issue notice to its current health insurance broker to conclude said services, and to designate Preferred Benefits Specialists as its new Broker of Record effective May 1, 2020;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager is hereby be authorized and directed to take all necessary actions to enter into and execute an agreement Preferred Benefits Specialists for health care and employee benefits consulting services, to designate Preferred Benefits Specialists as Broker of Record for City's health insurance plan, and to take any/all actions necessary to effectuate same, subject to the review and approval of the City Solicitor.


ADOPTED:

March 11, 2020

By the following vote:

Yeas: Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King, Mrs. Mock,  
Mr. Vitovich. (7)

Nays: None (0)

  
\_\_\_\_\_  
Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. 10270 as the same adopted by City Council of the City of Johnstown, Pennsylvania.

  
\_\_\_\_\_  
Nancy J. Cushing, City Clerk



Jan 31, 2020

**Attn: Robert Ritter**  
**Finance Director**  
**City of Johnstown, PA**

This letter constitutes an agreement between the **City of Johnstown, Pa** (or the "Company") and **Preferred Benefits Specialists** ("Preferred Benefits Specialists"), under which we will provide certain business consulting services.

***Project Scope***

The objective of the engagement is to assist the City of Johnstown, Pa with the analysis, design and financial review of employee benefit options available to the company. It is anticipated that our services will include the following:

- Annual analysis of existing health insurance plans offered to the Company's employees
- Prepare an analysis of plan options currently available to the Company including but not limited to: insurance, current IRS tax-advantaged programs and administrative outsourcing solutions
- Present the proposed program based on objectives and budgetary goals as supplied by the Company
- Assist with gaining an understanding of the **insurance liability and cash flow** of the Company
- Assist with understanding the current **policies and procedures** of the Company's employee benefit programs and develop a process for change and improvement in this area
- Vendor coordination and support for internal staff
- Assist in union negotiations including meeting preparation, analysis, presentation and onsite delivery.
- Direct provider negotiations/exploration for the development of City of Johnstown self-funded integrated network
- Cafeteria plan modeling regarding credit allocations, offerings, development of employee material for printing and distribution
- Discussions as needed with legal, accounting and HR consultants and/or onsite staff.

- Includes all postage, phone consultations, web conference sessions and travel related expense and accommodations for quarterly onsite meetings. Additional onsite meetings to be agreed upon mutually between the parties.

### ***Staffing***

The Company will staff this engagement with Maureen Frucella of Preferred Benefits Specialists as planning coordinator. Access to his team (medical consultants, accounting, insurance, compliance and knowledge centers) as necessary to fulfill the terms of this engagement is included in retainer fee.

### ***Timing and Fees***

We are prepared to begin this engagement the effective Feb 1<sup>st</sup>, 2020

Our fees for the above services are based on a schedule that includes an monthly retainer of \$2,800 that will be payable at the time of the engagement.

Should the scope of the project and time requirements change upward or downward, the agreed upon fee would be adjusted accordingly. Our fees include all telephone calls and correspondence of a routine nature, which are required to perform the aforementioned services.

This agreement will automatically renew yearly unless termination notice is received 90 days prior to the automatic annual renewal date. This can be done by either party without cause. The agreement can be terminated with cause (gross negligence, intentional misrepresentation, lack of performance regarding contract terms) with a 30 day notice.

### ***Indemnification***

In no event shall Preferred Benefits Specialists or its personnel be liable to the Company, whether a claim be in tort, contract or otherwise for any consequential, indirect, lost profit or similar damages relating to Preferred Benefits Specialists services provided under this engagement letter, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Preferred Benefits Specialists relating to such services. The services provided to the Company under this specific agreement are offered as strategic recommendations and advice only which should be reviewed with the Company's legal and accounting advisors prior to any eventual implementation.

### ***Other Matters***

The agreements of the Company and Preferred Benefits Specialists contained in this engagement letter shall survive the completion or termination of this engagement.

Our engagement cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist. However, we will inform you of any such matters that come to



our attention.

We are pleased to have the opportunity to be of service to you in this very important area, and believe this letter correctly summarizes the significant terms of our engagement. If you have any questions, please contact us at 814-317-5063.

If you agree to the terms of our engagement as described in this letter, please acknowledge your agreement to the understanding by signing a copy of this letter below and returning it to us. The other copy can be retained for your records.

Regards,

Maureen Frucella  
Preferred Benefits Specialists

Robert Ritter  
Finance Manager  
City of Johnstown, PA

Acknowledged:

Acknowledged:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title and Date

\_\_\_\_\_  
Title and Date

CITY OF JOHNSTOWN,  
CAMBRIA COUNTY, PENNSYLVANIA  
RESOLUTION NO. 10271

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER AND/OR HIS DESIGNEE TO PREPARE, ADVERTISE AND PURSUE A REQUEST FOR PROPOSALS FOR RENOVATION OF CITY-OWNED PROPERTY LOCATED AT 126 CLINTON STREET, JOHNSTOWN, PENNSYLVANIA.

WHEREAS, the City owns a currently vacant building located on 126 Clinton Street and desires to rehabilitate and renovate the interior of said property for purposes of pursuit of potential food service tenants; and

WHEREAS, the City's Department of Community and Economic Development has recommended the issuance of the attached Request for Proposals for the rehabilitation and renovation project as further specified therein; and

WHEREAS, any proposal submitted and recommended for approval will be brought before City Council for final approval in relation to any such project;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown, authorizes and directs the Interim City Manager and/or his designee to prepare, advertise, and pursue a Request for Proposals for a building renovation project at 126 Clinton Street in Johnstown, Pennsylvania.

IT IS HEREBY FURTHER RESOLVED that this Resolution shall be effective immediately upon passage.

ADOPTED:

March 11, 2020

By the following Vote:

Yeas: Mayor Janakovic, Rev. King, Mrs. Mock, Mr. Vitovich, Mr. Arnone, Mr. Britt,  
Mr. Capriotti. (7)

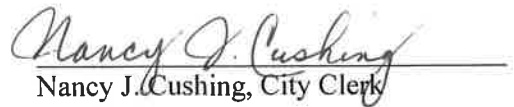
Nays: None (0)



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. **10271** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

# **REQUEST FOR PROPOSALS**

**City of Johnstown  
126 Clinton Street  
Building Renovation**

**RFP – March 2020**

**CITY COUNCIL OF THE CITY OF JOHNSTOWN**

# PROCEDURE

## ORIGINAL PROPOSAL AND COPIES

The proposal must contain the completed “Vendor Information” and “Non-collusion affidavit” pages provided within this RFP. The vendor must submit **one Original Proposal** to the City of Johnstown. All proposals must include a detailed budget narrative.

## PREPARATION OF PROPOSALS

Proposals **must** be placed in a sealed envelope and marked:

### **City of Johnstown 126 Clinton Street Building Renovation Project**

The name and address of the vendor must be marked on the sealed envelope.

## DELIVERY OF PROPOSALS

Proposals must be received in the *City of Johnstown’s Office at 401 Main Street, Johnstown, PA, 15901*, no later than **March 24, 2020 at 12:00 PM**.

## INQUIRIES AND ADDENDA

Should the vendor find any discrepancies in, or omissions from the Request For Proposal, or should there be any doubt as to meaning or interpretations, or need clarification, he/she should at once notify John Dubnansky by e-mail at [jdubnansky@cojtwm.com](mailto:jdubnansky@cojtwm.com). The City of Johnstown will not be responsible for any oral instructions.

## DUTY OF VENDOR TO MAKE NECESSARY INVESTIGATIONS

Before submitting a proposal, each vendor shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the City that the vendor will rely upon. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not be a basis for any claim whatsoever for any monetary consideration on the part of the successful vendor.

## EXPENSES INCURRED IN PREPARING PROPOSAL

The City of Johnstown accepts no responsibility for any expense incurred by the vendor in the preparation and presentation of a proposal and any such expenses are to be borne exclusively by the vendor.

## **RIGHT TO ACCEPT OR REJECT PROPOSALS**

The City of Johnstown reserves the right to accept or reject any or all proposals, to waive any informalities or irregularities in the proposals received, and to accept any proposal which is deemed most favorable to the county.

## **CHOICE OF LAWS**

Any contract awarded shall be adjudicated, governed, and controlled in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Pennsylvania.

## **TERM OF CONTRACT**

The duration of any contract awarded is anticipated to be four weeks or as negotiated, and shall commence upon the date an agreement is entered with the City of Johnstown.

## **PROCESS BY WHICH THE CONTRACT SHALL BE AWARDED**

This contract will be awarded to the contractor judged to provide the best value. The terms of any contract may be subject to negotiation subsequent to the receipt of proposals. Proposals will be evaluated on the basis of the following:

1. Compliance with specifications and production of required and supporting documentation.
2. Ability of service provider to responsibility and reliably perform contract requirements.
3. Cost of service.
4. Ability to negotiate terms of a contract acceptable to the City of Johnstown.
5. Ability to complete all contracted work tasks within the assigned project schedule.

# **SPECIFICATION OF SERVICE**

## **OBJECTIVES OF THE SERVICE**

The City of Johnstown needs to move quickly on renovating a City-owned space located at 126 Clinton Street, in Downtown Johnstown. The building is located across from Coney Island, and was formerly the site of the old Donut Connection. The building is integrated into our Main Street East Parking Garage and has sat vacant for several years. The interior of the building is in need of a rehabilitation so that it can be made usable for a potential food service tenant.

## **TASKS TO BE PERFORMED**

The following list describes the overall scope of work of the proposed project and the work tasks the selected contractor will complete.

1. Installation of a new electric panel box.
2. Replacement of any electric wiring and receptacles as needed.
3. Test and repair of the existing HVAC system.
4. Purchase and installation of a new hot water tank.
5. Purchase and installation of a new ansul system within the kitchen area.
6. Bathroom renovation to include a new toilet, sink, light fixture.
7. Test of the existing water sprinkler system.
8. Replacement of water sprinkler system piping and sprinkler heads as needed.
9. Construction of approximately 18 linear feet of a 3-foot high wall in the lobby area.
10. Installation of base a countertop in the lobby area.
11. Construction of approximately 14 linear feet of a half wall with counter top in the kitchen area.
12. Construction of a 24" wide countertop in the dining area.
13. Powerwash existing tile floor throughout the building.
14. Painting of the interior.
15. Installation of new black colored foam ceiling tile.
16. Replacement of new ceiling tile tracks as needed.

Further discussion about the required installation of walls and countertop will be discussed at the project site visit. The City will handle the filing and cost of the associated building permit required for the project and the installation of a natural gas line into the building.

## **IMPLEMENTATION TIME FRAME**

An award of this project is expected to be made to the contractor by April 2, 2020. All work tasks must be completed by April 30, 2020, unless the City provides an extension, in writing, to the contractor.

## **SITE VISIT AND PLANS DEVELOPMENT**

The City of Johnstown are having building plans created for this project. These plans will be available for review by interested contractors at an open house scheduled at the project site on March 19<sup>th</sup>, from 2:00 PM – 4:00 PM. Interested contractors will have the opportunity to view the interior of the building and review the work tasks with City and Building Code officials.

## **CONTRACTOR DELIVERABLE IN RESPONSE TO THIS RFP**

Each proposal sent to the City in response to this RFP should include:

- A detailed itemized budget, by work task.
- Examples of similar work the contractor has completed in the last five years.
- Project Schedule
- A signed contract with a section for the City to sign and accept the provided work proposal.
- A completed Vendor Identification sheet.

## VENDOR INFORMATION

**VENDOR NAME (PRINTED):**

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**ADDRESS:**

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**PHONE NUMBER:**

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**AUTHORIZED SIGNATURE:**

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**NAME (PRINTED):**

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**TITLE:**

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CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10272

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER TO SIGN ALL DOCUMENTS NECESSARY TO EXECUTE AMENDED TASK ORDER NO. 48 TO THE EADS GROUP, INC. FOR PREPARATION OF A COMPLETE STREETS POLICY FOR THE CITY.

WHEREAS, City Council of the City of Johnstown has entered into an agreement with the EADS Group, Inc. for professional services dated April 10, 2012; and

WHEREAS, City of Johnstown Resolution No. 10214 establishes its desire to prepare a Complete Streets Policy that will enhance the built environment and expand opportunities for physical activity in the City, and

WHEREAS, City of Johnstown Resolution No. 10214 states that the City of Johnstown is committed to preparing a Complete Streets Policy if funds are awarded, and

WHEREAS, City Council of the City of Johnstown has been awarded a grant through the Pennsylvania WalkWorks Program to prepare a Complete Streets Policy, and

WHEREAS, it is the judgement of City Council that The EADS Group, Inc. be authorized to complete necessary tasks to prepare a Complete Streets Policy for a total estimate of compensation not to exceed \$7,000.

NOW THEREFORE BE IT RESOLVED, CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZES THE INTERIM CITY MANAGER TO SIGN ALL DOCUMENTS NECESSARY FOR THE EXECUTION OF AMENDED TASK ORDER NO. 48 TO THE EADS GROUP, INC. FOR PLANNING SERVICES RELATED TO THE PREPARATION OF A COMPLETE STREETS POLICY INCLUDING A SET OF STREET DESIGN GUIDELINES FOR THE DOWNTOWN AREA OF THE CITY.


ADOPTED:

March 11, 2020

By the following vote:

Yeas: Mrs. Mock, Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor  
Janakovic, Rev. King. (7)

Nays: None (0)

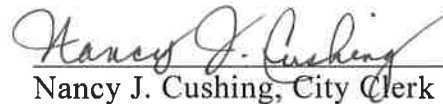


Frank J. Janakovic, Mayor

Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. **10272** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

## Task Order No. 48

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated April 10, 2012 ("Agreement"), Owner and Architect agree as follows:

1. Specific Project Data

A. Title: City of Johnstown Complete Streets Policy

B. Description:

Planning, design and project implementation efforts are underway or are about to begin on several transportation enhancement projects, including projects that will connect existing regional trails and local walking routes and the proposed September 11<sup>th</sup> National Memorial Trail into and through the City, multi-modal corridor and greenway enhancement projects and other projects focuses on improving connectivity within the City. The City currently does not have a guidance policy in place that requires transportation enhancement projects to be planned, designed, operated, and maintained to enable safe, convenient and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation. There is also little guidance in place describing how transportation enhancement projects are to be reviewed and approved by the City. The Complete Streets Policy will provide the City with the guidance policy and project approval guidance.

Basic Services:

Provide planning and design services to complete necessary tasks to prepare a Complete Streets Policy as further described below. These tasks are intended to include: Coordination with a Steering Committee, Public Participation efforts; preparation of an Inventory of Existing Pedestrian, Bicycle and related Facilities in the downtown area; and preparation of the Policy document for approval by City Council.

1. Coordination with a Steering Committee - The project will start with formally appointing members to a Steering Committee. Engagement with the Committee will occur and will continue throughout completion of the project.

2. Public Participation Efforts:

- Community Workshop – will be held to educate residents, groups and organizations on the Complete Streets Policy and to receive input on existing mobility conditions and issues.
- Focus Group Meetings – complete working sessions with representatives from various groups and organizations to obtain input and guidance and to build consensus for the Policy.

- Information Session – conduct an information session to present and discuss the Complete Streets Policy for public awareness and comment.
3. Existing Conditions Inventory - an inventory of existing pedestrian and bicycle facilities and other mobility features will be prepared.
  4. Prepare Complete Streets Policy – a concise policy that clearly calls for streets in the City to be planned, designed, operated and maintained to enable safe, convenient and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation will be prepared for adoption by City Council.
2. Owner's Responsibilities
    - A. Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.
  3. Times for Rendering Services:
    - A. The Complete Street Policy will be presented to City Council for their consideration to adopt on or before October 31, 2020.
  4. Payments to Engineer
    - A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
Basic Services (Estimated Hourly)	Direct Labor Costs Times a Factor (Factor: 2.95; not to exceed standard hourly rates in Agreement)	\$7,000
	Total Estimated Compensation for Engineering Services	\$7,000

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

5. Terms and Conditions: Execution of this Task Order by Owner and Architect shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Architect is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_, \_\_\_\_\_.

OWNER:

ENGINEER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: John Trant

Name: Stephen M. Sewalk, P.E.

Title: Interim City Manager

Title: Vice President

Engineer License or Firm's  
Certificate No. PE-054223-E  
State of: Pennsylvania

DESIGNATED REPRESENTATIVE FOR  
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK  
ORDER:

Name: John Trant

Name: Stephen M. Sewalk, P.E.

Title: Interim City Manager

Title: Vice President

Address: 401 Main Street,  
Johnstown, PA 15901

Address: 227 Franklin Street, Suite 300,  
Johnstown, PA 15901

E-Mail  
Address: jtrant@cojtwm.com

E-Mail  
Address: ssewalk@eadsgroup.com

Phone: 814-533-2001

Phone: 814-535-5388

Fax: 814-533-2111

Fax: 814-535-7654

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10273

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INTERIM CITY MANAGER TO ENTER INTO AND TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE AN ANIMAL CONTROL SERVICES AGREEMENT WITH THE HUMANE SOCIETY OF CAMBRIA COUNTY FOR A ONE-YEAR TERM.

WHEREAS, the City of Johnstown has previously contracted with the Humane Society of Cambria County ("HSCC") to serve as the exclusive provider of Animal Control Services within the City of Johnstown; and

WHEREAS, the City desires to renew this agreement pursuant to the terms and conditions outlined therein, and attached to this Resolution, which include, but are not limited to provision for the City to compensate HSCC for said animal control services in the amount of \$10,000.00 per year, payable in monthly installments, with a corresponding amount of \$65.00 applicable to each ancillary service provided as outlined within the attached Agreement; and

WHEREAS, the term of said Agreement shall be made effective January 1, 2020, and continue for a one-year term ending on December 31, 2020, unless otherwise terminated by mutual consent of both parties, or by either party upon thirty (30) days written notice;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, that the Interim City Manager is hereby authorized and directed to execute on behalf of the City of Johnstown an Animal Control Services Agreement with the Human Society of Cambria and to take any and all actions necessary to effectuate same, for a one-year term, as provided therein.

ADOPTED:

March 11, 2020

By the following vote:

Yeas: Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King, Mrs. Mock. (7)

Nays: None (0)



Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. 10273 as the same adopted by City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

# ANIMAL CONTROL SERVICES AGREEMENT

## CITY OF JOHNSTOWN

### 1. THE PARTIES

The Parties to this Contract are the CITY OF JOHNSTOWN, a Third Class City, with a principal place of business located at 401 Main Street, Johnstown, Cambria County, Pennsylvania 15901 (hereinafter referred to as the "City"), and the Humane Society of Cambria County, a non-profit animal rescue shelter, with a principal place of business located at 743 Galleria Drive Extension, Johnstown, Cambria County, Pennsylvania 15904 (hereinafter referred to as the "HSCC").

### 2. SCOPE OF SERVICE

The Parties agree that the HSCC, in exchange for the compensation paid by the City pursuant to Section 4 of this Contract, will perform the following services:

- a. The HSCC agrees to provide domestic animal control in the City by capturing and relocating Domestic Animals to the HSCC's shelter located at 743 Galleria Drive Extension, Johnstown, Pennsylvania 15904, with the ultimate goal of reuniting the Domestic Animal with its owner, if possible (hereinafter, the "Services"). The HSCC will be on call twenty-four (24) hours a day and will undertake reasonable efforts to secure prompt capture of said Domestic Animal(s) upon notification from the Cambria County Department of Emergency Services. The Services, as set forth in this Section, include and anticipate routine animal control in the City for loose Domestic Animals, stray Domestic Animals, and/or Domestic Animals that are not under restraint and not on the property of the owner of the Domestic Animal.
- b. The HSCC agrees that its animal control officers will utilize ethical and humane protocols in retrieving said Domestic Animals and otherwise providing the Services. The HSCC agrees that its animal control officers responsible for performing the Services will have appropriate credential and criminal background checks.
- c. "Domestic Animals" are defined as household pets: IE: dogs, cats, and other small domesticated animals. "Domestic Animals" does not include wildlife or livestock.
- d. The HSCC agrees to provide, in its reasonable discretion, animal control services for neglected, abused, and/or abandoned Domestic Animals (hereinafter, the "Ancillary Services") upon notification from the Cambria County Department of Emergency Services. The Ancillary Services include and anticipate animal control efforts related to or connected to or arising from the commission of crimes within the City and/or the involvement of law enforcement, whether due to neglected, abused, or abandoned animals, or otherwise. The Ancillary Services specifically include, but are not limited to, services requested from the HSCC which relate to landlord-tenant disputes, disagreements and/or controversies. The HSCC agrees that such Ancillary Services shall not unreasonably be withheld.



The Parties agree that the HSCC will be the exclusive provider of the animal control services set forth in this Contract within the City.

### 3. TERM OF CONTRACT

The term of this Contract is for a period of twelve (12) months, commencing on the 1st day of January 2020 and terminating on the 31st day of December 2020.

### 4. COMPENSATION

- a. The City shall pay for the Services provided by the HSCC under this Contract the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) per year, payable in monthly installments of Eighty Hundred Thirty-Three Dollars and Thirty-Three Cents (\$833.33), due and owing on the 1st day of each month.
- b. The City shall pay the amount of Sixty-Five Dollars and Zero Cents (\$65.00) for each Ancillary Service provided within the physical boundaries of the City. The HSCC agrees that, upon request of the City, it will provide reasonable cooperation with the proper law enforcement authorities, including the Cambria County District Attorney, to assist the City in securing restitution and recovering the costs for Ancillary Services, through the proper criminal proceedings, if applicable.

### 5. TERMINATION OF CONTRACT (WITHOUT CAUSE)

- a. This Contract may be terminated by mutual consent of both Parties, or by either Party upon thirty (30) days written notice.
- b. If appropriate federal, state or local laws are enacted, modified, terminated, or interpreted in a way that the Services and/or the Ancillary Services are no longer allowable or appropriate for purchase under this Contract, this Contract may be terminated by either Party upon written notice to the other Party.
- c. Should the HSCC terminate this Contract pursuant to Section 5(a), the HSCC shall return to the City a *pro rata* share of the Compensation paid to the HSCC under Section 4(a).
- d. Should the City terminate this Contract pursuant to Section 5(a), or should either Party terminate this Contract pursuant to Section 5(b), the HSCC shall be entitled to retain the entire Compensation paid to the HSCC under Section 4(a).

### 6. TERMINATION OF CONTRACT (WITH CAUSE)

- a. The City may terminate this Contract upon written notice of default to the HSCC for any material breach of this Contract.

- b. The HSCC may terminate this Contract upon written notice of default to the City for any material breach of this Contract, including, but not limited to, the City's failure to provide Compensation pursuant to Sections 4(a) and/or 4(b).

#### **7. FORCE MAJEURE**

The HSCC will not be held responsible for delay or default caused by fire, riots, acts of God, war or terrorism if the event is beyond the HSCC's reasonable control and the HSCC gives reasonable notice to the City upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

#### **8. MODIFICATION OF CONTRACT**

This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both Parties.

#### **9. SEVERABILITY**

If any term or provision of this Contract is declared or determined to be illegal or invalid or unconstitutional, in whole or in part, by a court of competent jurisdiction, the validity of the remaining terms shall not be affected, and, if possible, the rights and obligations of the Parties are to be construed and enforced as if the Contract did not contain those term(s).

#### **10. INDEMNIFICATION**

The City agrees to indemnify, defend, and hold harmless the HSCC and its directors, officers, agents and/or employees, from all damages, claims, liability, losses, expenses, fees (including attorney's fees), costs, and judgment that may be asserted against the HSCC that arise from or in connection with the acts or omissions of the City or the City's employees and/or its authorized agents, including, but not limited to, acts or omissions arising under the terms of this Contract.

The HSCC agrees to indemnify, defend, and hold harmless the City and its directors, officers, agents and/or employees, from all damages, claims, liability, losses, expenses, fees (including attorney's fees), costs, and judgment that may be asserted against the City that arise from or in connection with the acts or omissions of the HSCC or the HSCC's employees and/or its authorized agents, including, but not limited to, acts or omissions arising under the terms of this Contract.

#### **11. LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary, the HSCC shall not be liable for any consequential, incidental, special, punitive, or other indirect damages of any kind. The HSCC's total liability arising at any time from the work or services completed under this Contract shall be strictly limited to and shall

not exceed the total value of the services invoiced under this Contract. These limitations shall apply whether the liability is based on contract, tort, strict liability or any other theory.

## **12. APPLICABLE LAW AND VENUE**

This Contract is governed, interpreted, and construed in accordance with the laws of the Commonwealth of Pennsylvania, and any and all matters, disputes, claims, or actions arising out of or relating to this Contract shall be governed by the laws of the Commonwealth of Pennsylvania. The Parties further agree that venue and jurisdiction are proper only in the Court of Common Pleas of Cambria County, Pennsylvania or, to the extent permissible under applicable law, the United States District Court for the Western District of Pennsylvania, Johnstown Division.

## **13. ENTIRE AGREEMENT**

This Contract constitutes the entire agreement among the Parties. There are no other agreements or representations, express or implied, written or oral.

## **14. RULE OF CONSTRUCTION**

The City acknowledges that its lawyer has participated in the drafting of this Contract and that it has reviewed, or has had the opportunity to review, the terms of this Contract. No rule of construction shall apply in any interpretation of this Contract that might result in this Contract being construed in favor or against it, including without limitation, any rule of construction to the effect that ambiguities ought to be resolved against the scrivener of the Contract.

## **15. INSURANCE**

The HSCC will provide all appropriate liability insurance.

**16. EFFECTIVENESS OF CONTRACT**

This Contract shall be effective on January 1, 2020.

**CITY OF JOHNSTOWN**

By: \_\_\_\_\_

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

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

**THE HUMANE SOCIETY OF CAMBRIA COUNTY**

By: \_\_\_\_\_

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

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

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10274

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA APPOINTING A THREE MEMBER SUB-COMMITTEE OF THE CITY COUNCIL TO REVIEW THE CURRENT HOME RULE CHARTER AND ISSUE RECOMMENDATIONS FOR ANY REVISIONS TO THE CHARTER TO BE INCLUDED IN AN ORDINANCE FOR FUTURE SUBMISSION TO COUNTY ELECTION OFFICIALS AND CONSIDERATION BY VOTERS IN THE NEXT MUNICIPAL PRIMARY OR MUNICIPAL GENERAL ELECTION.

WHEREAS, the Commonwealth of PA provides for the ability of communities to adopt a home rule charter under the Home Rule Charter Act at Title 53, Chapter 29 of the codified laws of the Commonwealth of Pa; and

WHEREAS, the Home Rule Charter of the City of Johnstown was adopted by the voters of the City on May 18, 1993, and became effective on January 1, 1994, pursuant to Chapter 29; and

WHEREAS, the Home Rule Charter of the City of Johnstown has been amended from time to time by referendum but has not been reviewed in a comprehensive way since its adoption; and

WHEREAS, §2941(a) and §2942 provide that the procedure for amending a home rule charter may be by ordinance of the governing body; and

WHEREAS, the City Council of the City of Johnstown wishes to update the City's Home Rule Charter by making changes to the Charter that reflect modern techniques and best practices of municipalities across the Commonwealth; and

WHEREAS, the City Council of the City of Johnstown wishes to submit an ordinance amending the Home Rule Charter to the Cambria County election officials pursuant to §2944 in the proper form, manner, and subject to the provisions of the election laws and not later than the 13th Tuesday prior to the next municipal primary or municipal general election.

**NOW, THEREFORE, it is hereby resolved that**

Section 1. The Mayor of the City of Johnstown hereby appoints a three member HRC subcommittee of the City Council to review the current Home Rule Charter and to make recommendations that will be incorporated in said ordinance for submission to the county election officials.

Section 2. The following members of Council are hereby appointed to the HRC Subcommittee of Council: Mayor Frank Janakovic, Michael Capriotti and Charles Arnone .

Section 3. The HRC Subcommittee shall have the authority to add other persons to the Subcommittee as necessary who shall provide subject expert advice and assistance for the review of the HRC.

Section 4. The Committee shall make recommendations to the full City Council no later than December 31, 2020 regarding the update of the HRC so that such recommendations can be reduced to an ordinance for consideration of Council and submitted to the county election officials in the

proper form, manner, and schedule so that it can be considered by the voters in the next municipal primary or municipal general election.

ADOPTED AND RESOLVED on the 11th day of March, 2020.

By the following vote:

Yeas: Mr. Arnone, Mr. Britt, Mr. Capriotti, Mayor Janakovic, Rev. King, Mrs. Mock, Mr. Vitovich. (7)

Nays: None (0)

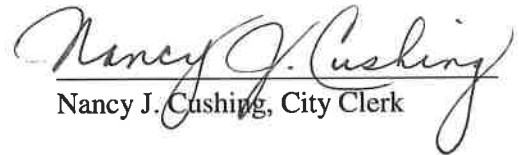


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Frank J. Janakovic, Mayor  
Marie Mock, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is true and correct copy of Resolution No. **10274** as the same adopted by the Council of the City of Johnstown, Pennsylvania.



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Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10275

A RESOLUTION OF CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZING THE INTERIM CITY MANAGER TO SIGN ALL DOCUMENTS NECESSARY TO EXECUTE AN AGREEMENT WITH A. LIBERONI, INC. AWARDED CONTRACT 2019-28 FOR THE CONSTRUCTION OF THE DOWNTOWN SIDEWALK RENOVATION PROJECT.

WHEREAS, the EADS Group Inc. on behalf of the City of Johnstown advertised and opened bids for the construction of the Downtown Sidewalk Renovation Project and

WHEREAS, bids were advertised in a paper of general circulation and the bids were opened at 11:00 am on January 29, 2020, and

WHEREAS, A. Liberoni, Inc. is the apparent low bidder for Contract 2019-28, Downtown Sidewalk Renovation Project, with a Total Base Bid with Additive Alternate Bid #1, Alternate Bid #2, Alternate Bid #3, and Alternate Bid #4 for a total of \$217,493.00.

NOW THEREFORE BE IT RESOLVED, CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA AUTHORIZES THE INTERIM CITY MANAGER TO SIGN ALL DOCUMENTS NECESSARY TO AWARD CONTRACT NO. 2019-28 TO A. LIBERONI, INC. TO CONSTRUCT THE DOWNTOWN SIDEWALK RENOVATION PROJECT.

ADOPTED: March 11, 2020

By the following vote:

Yeas: Mr. Capriotti, Mayor Janakovic, Rev. King, Mrs. Mock, Mr. Vitovich, Mr. Arnone, Mr. Britt. (7)

Nays: None (0)



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. 10275 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Nancy J. Cushing, City Clerk

CITY OF JOHNSTOWN  
City Hall  
401 Main Street  
Cambria County, Johnstown, Pennsylvania 15901

**CONTRACT NO. 2019-28**

**DOWNTOWN SIDEWALK RENOVATION PROJECT**

**BID TABULATION  
AND  
REPORT**

**FEBRUARY 2020**

Prepared by:



THE EADS GROUP, INC.  
227 Franklin Street, Suite 300  
Johnstown, PA 15901



CITY OF JOHNSTOWN  
Johnstown, Pennsylvania

CONTRACT NO. 2019-28  
DOWNTOWN SIDEWALK RENOVATION PROJECT

BID TABULATION & REPORT  
FEBRUARY 2020

**A. INTRODUCTION**

Bids for Contract No. 2019-28, Downtown Sidewalk Renovation Project for The City of Johnstown were opened at 11:00 A.M., Prevailing Time, on Wednesday, January 29, 2020. This Report is presented as our review and recommendation for award of this Contract.

Refer to Appendix 1 for the Advertisement for Bids, a detailed copy of the Bidders List, and the complete Bid Tabulation Report for these Contracts.

**B. CONTRACT NO. 2019-28**

1. Base Bid

Fifteen (15) contractors purchased plans and specifications; of the fifteen plan holders' nine (9) of the contractors submitted bids for Contract 2019-28; refer to Appendix 1 for the Bid Tabulation.

The apparent low bidder based on the Total Base Bid amount for Contract 2019-28 is A. Liberoni, Inc. for \$44,154.00.

2. Alternate Bids

Four Alternate Bid Proposals were requested from the bidders for Contract 2019-28; refer to Appendix 1 for the Bid Tabulation. Below is a summary of the bid prices that were received for these Alternates:

a) Contract No. 2019-28 Alternate Bid #1

Nine Contractors completed the Alternate Bid 1 bid schedule with the low bid coming from BCS Construction, Inc. for \$111,444.00.

b) Contract No. 2019-28 Alternate Bid #2

Nine Contractors completed the Alternate Bid 2 bid schedule with the low bid coming from A. Liberoni, Inc. for \$10,145.00.

c) Contract No. 2019-28 Alternate Bid #3

Nine Contractors completed the Alternate Bid 3 bid schedule with the low bid coming from A. Liberoni, Inc. for \$15,963.00.

d) Contract No. 2019-28 Alternate Bid #4

Nine Contractors completed the Alternate Bid 4 bid schedule with the low bid coming from A. Liberoni, Inc. for \$30,484.00.

e) Summary of Alternate Bids

The Alternate Bids provided did not affect the determination of the overall low bidder when comparing and adding the low base bid price to all of the other alternate bid prices. The apparent “overall” low bidder is A. Liberoni, Inc. Below is their provided totals for all of the Bids received:

	<u>A. Liberoni, Inc.</u>	<u>BCS Construction, Inc.</u>
Total Base Bid	\$ 44,154.00	\$ 68,950.00
Alternate 1:	\$ 116,747.00	\$ 111,444.00
Alternate 2:	\$ 10,145.00	\$ 12,155.00
Alternate 3:	\$ 15,963.00	\$ 19,929.00
Alternate 4:	<u>\$ 30,963.00</u>	<u>\$ 39,723.00</u>
<b>TOTAL:</b>	<b>\$ 217,493.00</b>	<b>\$ 252,201.00</b>

3. Bid Documents

Attached in Appendix 2 is the Bid Package for Contract 2019-28 that was received from A. Liberoni, Inc. Attached in Appendix 3 is the Bid Package for Contract 2019-28 that was received from BCS Construction, Inc. Attached in Appendix 4 is the Bid Package for Contract 2019-28 that was received from M and B Services, LLC.

A. Liberoni, Inc., BCS Construction and M and B Services LLC all submitted a Bid Bond for 10% of the bid. The Surety Company for A. Liberoni is *Arch Insurance Company*. They are listed on the U.S. Treasury Department’s most current list (Circular 570, as amended) as required by the Contract Documents.

The required bid forms as indicated in the Contract Documents were received from A. Liberoni, Inc., BCS Construction and M and B Services LLC.

**D. RECOMMENDATIONS**

1. Contract No. 2019-28

A total of \$293,000 of grant money is available for the sidewalk replacement project, per Kathy Webb. It was determined that awarding Contract 2019-28 Base Bid with Alternate Bids #1, #2, #3, and #4 would optimize the usage of grant money as well as make the necessary improvements to the downtown sidewalks. A. Liberoni, Inc. was the low bidder for Contract 2019-28 with Alternate Bids #1, #2, #3, and #4. We have contacted the Bidder and they are confident with their price. We recommend awarding Contract No. 2019-28, in the amount of the Total Base Bid with Alternate Bid #1, Alternate Bid #2, Alternate Bid #3, and Alternate Bid #4 totaling **\$217,493.00** to A. Liberoni, Inc.

Total Base Bid:	\$ 44,154.00
Plus Alternate #1:	\$ 116,747.00
Plus Alternate #2:	\$ 10,145.00
Plus Alternate #3:	\$ 15,963.00
Plus Alternate #4:	<u>\$ 30,484.00</u>
<b>TOTAL:</b>	<b>\$ 217,493.00</b>

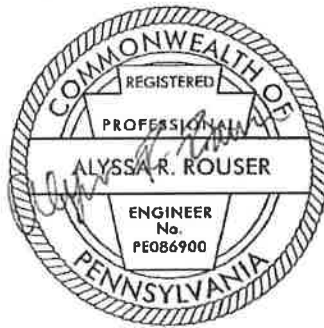
**E. PROJECT FUNDING**

The Commonwealth of Pennsylvania Department of Community and Economic Development (DCED) Keystone Communities Program has offered the City of Johnstown a \$200,000 grant for project costs to complete sidewalk renovations. The U.S. Department of Housing and Urban Development (HUD) has offered the City of Johnstown a \$93,000 grant for project costs to complete sidewalk renovations. A total of \$293,000 in grant money is available for the sidewalk renovations. The DCED grant and the HUD grant do not require a match by the City of Johnstown.

Respectfully submitted,  
**THE EADS GROUP, INC.** (Johnstown)

*Alyssa R. Rouser*

By: Alyssa R. Rouser, P.E.



Enclosures

cc: City of Johnstown  
File

City of Johnston  
 Contract No. 2019-28  
 Downtown Sidewalk Renovation Project  
 Bid Opening Wednesday, January 29, 2020 / 11:00 am

No.	Description	QTY	Unit	A. Larson, Inc. Perry, PA Unit Price	Total Price	AGC Construction, Inc. Allentown, PA Unit Price	Total Price	M and B Services, LLC Carlisle, PA Unit Price	Total Price	Med-Stat Construction, Inc. Allentown, PA Unit Price	Total Price	Tyler Enterprises, Inc. Johnstown, PA Unit Price	Total Price	JRG, Inc. State College, PA Unit Price	Total Price	Larzel Management Co. Johnstown, PA Unit Price	Total Price	3078th Environmental Services Kannapolis, WV Unit Price	Total Price	Chem Contractors, Inc. Bedford, PA Unit Price	Total Price		
<b>Contract No. 2019-27 Base Bid</b>																							
1	Mobilization/DEMOLITION/GENERAL CONTRACT PREVISIONS	1 LS		\$4,590.00	\$4,590.00	\$20,165.00	\$20,165.00	\$10,648.55	\$10,648.55	\$20,344.00	\$20,344.00	\$16,000.00	\$16,000.00	\$21,100.00	\$21,100.00	\$2,200.00	\$2,200.00	\$8,150.00	\$8,150.00	\$2,000.00	\$2,000.00		
2	Maintenance and Protection of Traffic (Pavement and Municipal)	1 LS		\$5,222.00	\$5,222.00	\$3,915.00	\$3,915.00	\$2,599.54	\$2,599.54	\$4,400.00	\$4,400.00	\$4,200.00	\$4,200.00	\$2,400.00	\$2,400.00	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00	\$14,540.00	\$14,540.00		
3	Demolition - Retaining EX Concrete Sidewalk, removal of existing curb, removal of existing brick pavers, removal and remove existing blunnuma pavement and all other demolition items necessary for a complete project	1 LS		\$3,647.00	\$3,647.00	\$5,275.00	\$5,275.00	\$6,005.74	\$6,005.74	\$14,000.00	\$14,000.00	\$40,000.00	\$40,000.00	\$7,900.00	\$7,900.00	\$47,000.00	\$47,000.00	\$47,000.00	\$47,000.00	\$15,675.00	\$15,675.00		
4	Curbside Concrete Curb	90 LF		\$23.50	\$4,815.00	\$32.00	\$2,880.00	\$4,440.45	\$4,440.45	\$14.00	\$1,260.00	\$87.50	\$7,875.00	\$80.20	\$5,418.00	\$7,100.00	\$7,100.00	\$22,500.00	\$22,500.00	\$23.00	\$2,070.00		
5	General Concrete Sidewalk - 4" Depth	170 SY		\$98.00	\$16,660.00	\$80.00	\$13,600.00	\$101.00	\$17,170.00	\$80.00	\$13,600.00	\$120.00	\$20,160.00	\$21,780.00	\$21,100.00	\$21,100.00	\$22,500.00	\$22,500.00	\$114.00	\$19,080.00	\$196.00	\$33,630.00	
6	General Concrete Sidewalk - 6" Depth	20 SY		\$227.00	\$4,540.00	\$105.00	\$2,100.00	\$111.53	\$2,230.60	\$140.00	\$2,800.00	\$142.00	\$2,840.00	\$232.00	\$4,640.00	\$128.00	\$2,560.00	\$2,720.00	\$2,720.00	\$142.00	\$2,840.00	\$31.00	\$630.00
7	Blunnuma Pavement Restoration 9.5mm Superpave Wearing Course, 1.5" depth	20 YS		\$90.00	\$1,800.00	\$102.75	\$2,055.00	\$88.30	\$1,767.60	\$60.00	\$1,200.00	\$120.00	\$2,400.00	\$79.00	\$1,580.00	\$53.00	\$1,060.00	\$1,060.00	\$142.00	\$2,840.00	\$81.00	\$1,620.00	
8	Blunnuma Pavement Restoration 25 mm Superpave Base Course, 6" depth	20 SY		\$41.00	\$820.00	\$29.00	\$580.00	\$42.50	\$850.00	\$220.00	\$4,400.00	\$140.00	\$2,800.00	\$41.00	\$820.00	\$213.00	\$4,260.00	\$4,260.00	\$165.00	\$3,300.00	\$242.00	\$4,840.00	
9	Blunnuma Pavement Restoration 2A Course Aggregate Subbase, 6" depth	20 SY		\$17.00	\$340.00	\$27.00	\$540.00	\$15.70	\$314.00	\$40.00	\$800.00	\$14.00	\$280.00	\$75.00	\$1,500.00	\$7.00	\$140.00	\$140.00	\$34.00	\$680.00	\$19.00	\$380.00	
10	Construction Photographs	1 LS		\$295.00	\$295.00	\$720.00	\$720.00	\$465.16	\$465.16	\$600.00	\$600.00	\$1,200.00	\$1,200.00	\$150.00	\$150.00	\$200.00	\$200.00	\$600.00	\$600.00	\$400.00	\$400.00		
11	Utility and manhole rim elevation of aqueducts	1 LS		\$697.00	\$697.00	\$38.00	\$38.00	\$711.37	\$711.37	\$3,000.00	\$3,000.00	\$650.00	\$650.00	\$980.00	\$980.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$400.00	\$400.00		
12	Erosion and Sediment Control	1 LS		\$483.00	\$483.00	\$1,235.00	\$1,235.00	\$699.99	\$699.99	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$2,400.00	\$2,400.00	\$600.00	\$600.00	\$600.00	\$600.00	\$1,200.00	\$1,200.00		
<b>Contract 2019-28 Base Bid Subtotal =</b>																							
				\$44,154.00	\$44,154.00	\$88,820.00	\$88,820.00	\$149,716.25	\$149,716.25	\$173,544.00	\$173,544.00	\$101,660.00	\$101,660.00	\$37,851.60	\$37,851.60	\$88,930.00	\$88,930.00	\$142,840.00	\$142,840.00	\$19,780.00	\$19,780.00		
<b>Contract No. 2019-28 Alternates Bid #1</b>																							
11	Locust Street - Smith Place to Adams Street a. Demolition - Remove EX Concrete Sidewalk, removal of existing curb, asphalt and remove ex blunnuma pavement, and all other demolition items necessary for a complete project	1 LS		\$15,538.00	\$15,538.00	\$27,125.00	\$27,125.00	\$32,833.72	\$32,833.72	\$10,000.00	\$10,000.00	\$28,500.00	\$28,500.00	\$24,500.00	\$24,500.00	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00	\$24,500.00	\$24,500.00		
	b. Blunnuma Pavement Restoration 9.5 mm Superpave Wearing Course, 1.5" depth	122 SY		\$14.00	\$1,708.00	\$34.00	\$4,148.00	\$69.33	\$8,459.46	\$28.00	\$3,416.00	\$66.00	\$8,052.00	\$18.00	\$2,196.00	\$51.00	\$6,222.00	\$6,222.00	\$84.00	\$10,248.00	\$27.00	\$3,294.00	
	c. Blunnuma Pavement Restoration 25 mm Superpave Base Course, 6" depth	122 SY		\$29.00	\$3,538.00	\$104.00	\$12,688.00	\$42.25	\$5,154.50	\$190.00	\$23,180.00	\$23.50	\$2,867.00	\$56.20	\$6,756.00	\$7.00	\$84.00	\$84.00	\$112.00	\$13,624.00	\$212.00	\$25,848.00	
	d. Blunnuma Pavement Restoration 2A Course Aggregate Subbase, 6" depth	122 SY		\$18.00	\$2,196.00	\$16.50	\$2,013.00	\$16.78	\$2,047.32	\$24.00	\$2,928.00	\$9.50	\$1,139.00	\$29.70	\$3,524.00	\$7.00	\$84.00	\$7.00	\$84.00	\$3,300.00	\$40.00	\$4,800.00	
	e. Cement Concrete Sidewalk - 4" depth	455 SY		\$98.00	\$44,890.00	\$57.00	\$25,881.00	\$100.00	\$45,500.00	\$60.00	\$27,300.00	\$87.42	\$39,718.15	\$140.50	\$64,022.55	\$120.00	\$54,000.00	\$54,000.00	\$84.00	\$38,160.00	\$140.00	\$63,840.00	
	f. Cement Concrete Sidewalk - 6" depth	58 SY		\$171.00	\$9,918.00	\$90.00	\$5,220.00	\$111.55	\$6,489.90	\$80.00	\$4,640.00	\$122.00	\$7,076.00	\$163.00	\$9,454.00	\$131.00	\$7,598.00	\$7,598.00	\$157.00	\$9,081.00	\$258.00	\$14,841.00	
	g. Cement Concrete Curb	550 LF		\$41.50	\$22,825.00	\$38.00	\$20,900.00	\$51.21	\$28,165.50	\$40.00	\$22,000.00	\$65.25	\$35,377.50	\$46.00	\$25,300.00	\$44.00	\$19,420.00	\$44.00	\$24,200.00	\$56.00	\$30,920.00	\$44.00	\$24,200.00
	h. ADA Curb Ramp with Detectable Warning Surface	7 EA		\$23,318.00	\$23,318.00	\$1,530.00	\$1,530.00	\$1,908.34	\$1,908.34	\$2,200.00	\$2,200.00	\$1,900.00	\$1,900.00	\$3,950.00	\$3,950.00	\$500.00	\$500.00	\$4,550.00	\$4,550.00	\$2,150.00	\$2,150.00		
	i. Erosion and Sedimentation Control	1 LS		\$681.00	\$681.00	\$418.00	\$418.00	\$689.29	\$689.29	\$1,000.00	\$1,000.00	\$700.00	\$700.00	\$3,950.00	\$3,950.00	\$500.00	\$500.00	\$220.00	\$220.00	\$1,300.00	\$1,300.00		
	j. Utility and manhole rim elevation adjustments	1 LS		\$27.00	\$27.00	\$810.00	\$810.00	\$711.37	\$711.37	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00	\$4,000.00	\$4,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,200.00	\$1,200.00		
	k. Maintenance and Protection of Traffic	1 LS		\$144.00	\$144.00	\$665.00	\$665.00	\$1,003.96	\$1,003.96	\$2,000.00	\$2,000.00	\$600.00	\$600.00	\$500.00	\$500.00	\$200.00	\$200.00	\$200.00	\$200.00	\$1,750.00	\$1,750.00		
				\$16,247.00	\$16,247.00	\$11,444.00	\$11,444.00	\$140,281.71	\$140,281.71	\$128,544.00	\$128,544.00	\$128,129.24	\$128,129.24	\$151,883.20	\$151,883.20	\$161,838.00	\$161,838.00	\$200.00	\$200.00	\$1,750.00	\$1,750.00		
<b>Contract No. 2019-28 Alternates Bid #2</b>																							
12	824 Main Street a. Demolition - Remove EX Concrete Sidewalk, removal of existing curb, asphalt and remove ex blunnuma pavement, and all other demolition items necessary for a complete project	1 LS		\$1,671.00	\$1,671.00	\$2,400.00	\$2,400.00	\$2,148.50	\$2,148.50	\$3,000.00	\$3,000.00	\$2,250.00	\$2,250.00	\$2,250.00	\$2,250.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$2,300.00	\$2,300.00		

City of Johnstown  
 Contract No. 2019-28  
 Downtown Sidewalk Renovation Project  
 Bid Opening Wednesday, January 29, 2020 / 11:00 am

No	Description	QTY	Unit	A Laborer, Inc. Punm, PA		B2C Construction, Inc. Altoona, PA		M and B Services, LLC Johnstown, PA		Add-Data Construction, Inc. Altoona, PA		Tyrant Enterprise Inc. Johnstown, PA		JRS, Inc. State College, PA		Lauri Management Co. Johnstown, PA		Tyrant Enterprises, Inc. Kempersville, WV		Chart Construction, Inc. Chart Bedford, PA			
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
B	Banham Pavement Restoration 3.5 mm Superpave Wearing Course, 1.5' depth	8 SY	\$20.00	\$160.00	\$225.00	\$1,800.00	\$98.47	\$787.76	\$90.00	\$720.00	\$132.00	\$1,056.00	\$120.00	\$960.00	\$120.00	\$960.00	\$120.00	\$960.00	\$120.00	\$960.00	\$120.00	\$960.00	
C	Banham Pavement Restoration 2.5 mm Superpave Base Course, 6' depth	8 SY	\$32.00	\$256.00	\$238.00	\$1,904.00	\$82.54	\$660.32	\$220.00	\$1,760.00	\$150.00	\$1,200.00	\$116.00	\$928.00	\$116.00	\$928.00	\$116.00	\$928.00	\$116.00	\$928.00	\$116.00	\$928.00	
D	Banham Pavement Restoration 2A Course Aggregate Subbase, 6' depth	8 SY	\$21.00	\$168.00	\$35.00	\$280.00	\$18.77	\$150.16	\$80.00	\$640.00	\$14.00	\$112.00	\$82.00	\$656.00	\$7.00	\$56.00	\$7.00	\$56.00	\$13.00	\$104.00	\$13.00	\$104.00	
E	Cement Concrete Slabwork - 4' depth	40 SY	\$124.00	\$4,960.00	\$82.00	\$3,280.00	\$101.00	\$4,040.00	\$100.00	\$4,000.00	\$110.00	\$4,400.00	\$86.00	\$3,440.00	\$2,020.00	\$80,800.00	\$1,920.00	\$76,800.00	\$1,920.00	\$76,800.00	\$1,920.00	\$76,800.00	
F	Cement Concrete Slabwork - 4' depth	33 LF	\$71.00	\$2,343.00	\$48.00	\$1,584.00	\$91.26	\$3,011.58	\$101.00	\$3,333.00	\$140.00	\$4,480.00	\$86.00	\$3,440.00	\$2,020.00	\$80,800.00	\$1,920.00	\$76,800.00	\$1,920.00	\$76,800.00	\$1,920.00	\$76,800.00	
G	Erosion and Sedimentation Controls	1 LS	\$371.00	\$371.00	\$210.00	\$210.00	\$899.99	\$899.99	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$540.00	\$540.00	\$400.00	\$400.00	\$1,115.00	\$1,115.00	\$1,115.00	\$1,115.00	
H	Utility and manhole rim elevation adjustments	1 LS	\$72.00	\$72.00	\$35.00	\$35.00	\$71.37	\$71.37	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$640.00	\$640.00	\$400.00	\$400.00	\$1,115.00	\$1,115.00	\$1,115.00	\$1,115.00	
I	Maintenance and Protection of Traffic	1 LS	\$144.00	\$144.00	\$665.00	\$665.00	\$1,003.96	\$1,003.96	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$275.00	\$275.00	\$200.00	\$200.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	
Contract 2019-28 Alternate Bid #2 Subtotal =				\$10,155.00	\$112,553.00	\$119,153.00	\$1,500,000.00	\$18,993.00	\$17,487.00	\$16,158.00	\$18,078.00	\$25,514.00	\$218,078.00	\$25,514.00	\$218,078.00	\$25,514.00	\$218,078.00	\$25,514.00	\$218,078.00	\$25,514.00	\$218,078.00	\$25,514.00	\$218,078.00
13	312 Main Street a. Demolition - Remove EA Concrete Slabwork, removal of existing curb, sidewalk and remove ex Bitumina pavement, and all other demolition items necessary for a complete project b. Bitumina Pavement Restoration 9.5 mm Superpave Wearing Course, 1.5' depth c. Bitumina Pavement Restoration 2.5 mm Superpave Base Course, 6' depth d. Bitumina Pavement Restoration 2A Course Aggregate Subbase, 6' depth e. Cement Concrete Slabwork - 4' depth f. Cement Concrete Slabwork - 4' depth g. Erosion and Sedimentation Controls h. Utility and manhole rim elevation adjustments i. Maintenance and Protection of Traffic	1 LS	\$1,679.00	\$1,679.00	\$4,020.00	\$4,020.00	\$3,811.51	\$3,811.51	\$5,000.00	\$5,000.00	\$6,603.40	\$6,603.40	\$2,903.40	\$2,903.40	\$3,710.00	\$3,710.00	\$4,000.00	\$4,000.00	\$4,300.00	\$4,300.00	\$4,300.00	\$4,300.00	
Contract 2019-28 Alternate Bid #2				\$10,155.00	\$112,553.00	\$119,153.00	\$1,500,000.00	\$18,993.00	\$17,487.00	\$16,158.00	\$18,078.00	\$25,514.00	\$218,078.00	\$25,514.00	\$218,078.00	\$25,514.00	\$218,078.00	\$25,514.00	\$218,078.00	\$25,514.00	\$218,078.00	\$25,514.00	\$218,078.00
Contract 2019-28 Alternate Bid #3 Subtotal =				\$16,943.00	\$19,629.00	\$19,629.00	\$239,468.00	\$28,782.90	\$29,243.00	\$28,782.90	\$29,243.00	\$28,782.90	\$29,243.00	\$28,782.90	\$29,243.00	\$28,782.90	\$29,243.00	\$28,782.90	\$29,243.00	\$28,782.90	\$29,243.00	\$28,782.90	\$29,243.00
Contract No. 2019-28 Alternate Bid #4				\$2,079.00	\$2,079.00	\$7,206.00	\$7,206.00	\$9,877.21	\$9,877.21	\$9,877.21	\$9,877.21	\$6,000.00	\$6,000.00	\$11,290.00	\$11,290.00	\$11,290.00	\$11,290.00	\$6,000.00	\$6,000.00	\$10,300.00	\$10,300.00	\$4,300.00	\$4,300.00
Contract No. 2019-28 Alternate Bid #5				\$27.00	\$27.00	\$73.00	\$73.00	\$68.36	\$68.36	\$68.36	\$68.36	\$2,300.00	\$2,300.00	\$66.00	\$66.00	\$4.00	\$4.00	\$1,552.00	\$1,552.00	\$3.00	\$3.00	\$3,000.00	\$3,000.00
Contract No. 2019-28 Alternate Bid #6				\$31.00	\$31.00	\$209.00	\$209.00	\$62.25	\$311.90	\$220.00	\$220.00	\$8,380.00	\$8,380.00	\$83.42	\$3,165.16	\$26.50	\$26.50	\$3,269.00	\$3,269.00	\$213.00	\$4,004.00	\$97.00	\$3,696.00
Contract No. 2019-28 Alternate Bid #7				\$12.00	\$12.00	\$29.00	\$29.00	\$18.77	\$18.77	\$30.00	\$30.00	\$1,148.00	\$1,148.00	\$9.50	\$39.00	\$40.00	\$40.00	\$2,201.40	\$2,201.40	\$7.00	\$28.00	\$21.00	\$84.00
Contract No. 2019-28 Alternate Bid #8				\$113.00	\$113.00	\$97.00	\$97.00	\$101.01	\$101.01	\$15,151.52	\$15,151.52	\$40.00	\$40.00	\$87.42	\$3,511.00	\$134.00	\$20,100.00	\$121.00	\$11,600.00	\$40.00	\$1,600.00	\$40.00	\$1,600.00
Contract No. 2019-28 Alternate Bid #9				\$39.00	\$39.00	\$42.00	\$42.00	\$51.21	\$51.21	\$8,489.66	\$8,489.66	\$20.00	\$20.00	\$46.95	\$1,020.75	\$27.40	\$1,020.00	\$65.00	\$1,020.00	\$50.00	\$1,020.00	\$50.00	\$1,020.00
Contract No. 2019-28 Alternate Bid #10				\$412.00	\$412.00	\$210.00	\$210.00	\$699.99	\$699.99	\$699.99	\$699.99	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$245.00	\$245.00	\$246.00	\$246.00	\$200.00	\$200.00	\$1,300.00	\$1,300.00

City of Johnston  
 Contract No. 2019-28  
 Downtown Sidewalk Renovation Project  
 Bid Opening Wednesday, January 29, 2020 / 11:00 am

**BID TABULATION**

No.	Description	QTY	Unit	A. Libroni, Inc. Plym, PA Unit Price	Total Price	Bid Construction, Inc. Allentown, PA Unit Price	Total Price	M and B Services, LLC Columbia, PA Unit Price	Total Price	Med-Stat Construction, Inc. Allentown, PA Unit Price	Total Price	Tyler Enterprises Inc. Shillington, PA Unit Price	Total Price	ISG, Inc. State College, PA Unit Price	Total Price	Larry Management Co. Johnston, PA Unit Price	Total Price	Ziggy Enterprises Kennettville, WV Unit Price	Total Price	Chen Construction, Inc. Berthoud, PA Unit Price	Total Price	
b.	ADA Curb Ramps with detectable warning surface	1 EA		\$2,587.00	\$2,587.00	\$180.00	\$180.00	\$2,800.00	\$2,800.00	\$2,400.00	\$2,400.00	\$375.00	\$375.00	\$732.00	\$732.00	\$550.00	\$550.00	\$2,150.00	\$2,150.00	\$2,720.00	\$2,720.00	
1.	Utility and manhole rim elevation adjustments	1 LS		\$72.00	\$72.00	\$35.00	\$35.00	\$711.37	\$711.37	\$1,000.00	\$1,000.00	\$650.00	\$650.00	\$640.00	\$640.00	\$400.00	\$400.00	\$1,140.00	\$1,140.00	\$300.00	\$300.00	
j.	Maintenance and Protection of Traffic	1 LS		\$144.00	\$144.00	\$685.00	\$685.00	\$1,083.98	\$1,083.98	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$275.00	\$275.00	\$200.00	\$200.00	\$2,500.00	\$2,500.00	\$5,770.00	\$5,770.00	
Contract 2019-28 Alternative Bid #4 Subtotal =					<b>\$30,484.00</b>		<b>\$30,723.00</b>		<b>\$45,201.63</b>		<b>\$38,430.00</b>		<b>\$43,925.81</b>		<b>\$48,178.80</b>		<b>\$52,388.00</b>		<b>\$38,413.00</b>		<b>\$70,888.00</b>	
<b>Contract 2019-28 BID SCHEDULE SUMMARY</b>																						
Contract 2019-28 Base Bid Subtotal =					\$44,154.00		\$82,860.00		\$48,718.75		\$79,544.00		\$101,856.00		\$87,888.00		\$89,850.00		\$143,840.00		\$89,780.00	
Contract 2019-28 Alternative Bid #1 Subtotal =					\$118,247.00		\$111,444.00		\$140,385.71		\$128,244.00		\$138,115.24		\$161,888.20		\$183,828.00		\$148,688.00		\$18,079.00	\$24,440.00
Contract 2019-28 Alternative Bid #2 Subtotal =					\$10,145.00		\$12,388.00		\$113,128.8		\$19,800.00		\$18,982.00		\$29,785.80		\$15,158.00		\$18,079.00		\$24,138.00	\$35,819.00
Contract 2019-28 Alternative Bid #3 Subtotal =					\$15,843.00		\$19,879.00		\$19,813.28		\$28,480.00		\$29,785.80		\$29,282.00		\$22,748.00		\$22,748.00		\$24,138.00	\$35,819.00
Contract 2019-28 Alternative Bid #4 Subtotal =					\$30,484.00		\$30,723.00		\$48,201.63		\$38,430.00		\$43,925.81		\$48,178.80		\$52,388.00		\$38,413.00		\$38,413.00	\$70,888.00
<b>TOTAL of Base Bid plus Alternative Bids #1, #2, #3, and #4 =</b>					<b>\$317,483.00</b>		<b>\$328,601.00</b>		<b>\$387,640.18</b>		<b>\$294,177.00</b>		<b>\$331,128.86</b>		<b>\$331,177.50</b>		<b>\$321,771.00</b>		<b>\$285,230.00</b>		<b>\$471,902.00</b>	

(Apparent Low Bidder)  
 The City of Johnston, PA  
 100 North 10th Street  
 Johnston, PA 17033  
 717-527-6070

CITY OF JOHNSTOWN  
CAMBRIA COUNTY , PENNSYLVANIA  
RESOLUTION NO. 10276

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA ACCEPTING THE PROPOSAL OF THE EADS GROUP, INC., FOR ENGINEERING SERVICES TO EVALUATE AND PROVIDE A REPORT AND RECOMMENDATION ON POTENTIAL REPAIR AND REPLACEMENT OF FLOOR SLAB WITHIN THE CITY PUBLIC SAFETY BUILDING AND AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT AND TO TAKE ANY/ALL ACTIONS NECESSARY TO EFFECTUATE SAME, FOR A TOTAL FEE OF \$4,240.00.

WHEREAS, the City has been made aware of a need to evaluate the condition of concrete floor slabs and existing supports within the Public Safety Building as further specified in the attached fee proposal and agreement; and

WHEREAS, EADS has submitted a proposal for professional services to conduct this evaluation and provide a report of their findings including recommendations and cost estimates for any repairs/replacement within thirty (30) days of acceptance of the attached proposal; and

WHEREAS, the attached proposal and agreement set forth a proposed lump sum fee of \$4,240.00 to provide said services; and

WHEREAS, approval of said Agreement shall be contingent upon final review and approval of all applicable terms and conditions by the City Solicitor.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Johnstown authorizes and accepts the proposal of the EADS Group, Inc. for the evaluation of floor slab conditions in the City Public Safety Building and further authorizes the Interim City Manager to enter into an agreement and to take any/all actions necessary to effectuate same, for a total fee of \$4,240.00.

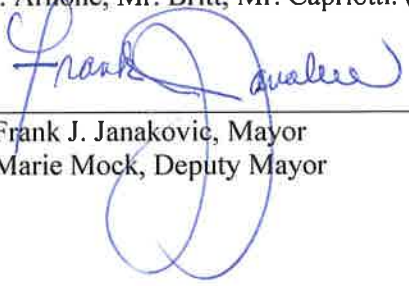
ADOPTED:

March 11, 2020

By the following vote~

Yeas: Mayor Janakovic, Rev. King, Mrs. Mock, Mr. Vitovich, Mr. Arnone, Mr. Britt, Mr. Capriotti. (7)

Nays: None (0)

  
\_\_\_\_\_  
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. 10276 as the same was adopted by the City Council of the City of Johnstown, Pennsylvania.

  
Nancy J. Cushing, City Clerk

February 25, 2020

City of Johnstown  
401 Main St.  
Johnstown, PA 15901  
Attn: Mr. John Trant, Interim City Manager

**PROFESSIONAL SERVICES FEE PROPOSAL & AGREEMENT  
PUBLIC SAFETY BUILDING  
FIRST FLOOR CONCRETE FLOOR SLAB DETERIORATION**

Dear Mr. Trant:

The EADS Group, Inc. (EADS) is pleased to provide this Professional Services Fee Proposal & Agreement to evaluate the first floor concrete floor slab deterioration in the Public Safety Building. We understand our Scope of Work for this project will consist of the following:

**Detail Summary of Scope of Work:**

1. Provide engineering services to evaluate the condition of the concrete floor slabs and existing supports in the area below the Sally Port and the three (3) fire engine parking bays closest to Washington Street.
2. EADS will prepare a report of the findings including recommendations and cost estimates for repairs/replacement, and corresponding drawings/details.

Our proposal is based on the following assumptions and stipulations:

1. This proposal does not include any services beyond those as outlined within the 'Detail Summary of Scope of Work' (Items 1-2).
2. This proposal does not include any surveying, site design, environmental studies, preparation of specifications or bidding services.
3. This proposal does not include fire protection, mechanical, plumbing, electrical engineering or HVAC design services.
4. Structural Analysis & floor loading calculations of existing conditions will not be performed as part of this proposal.
5. Remediation design of any hazardous material that may be encountered is not included in this scope-of-work.
6. All applicable Permit Application, Review and Inspection Fees required by the Code Authorities Having Jurisdiction will be paid directly by the Owner and are not included in this proposal.
7. City personnel will remove all ceiling coverings (i.e. drop ceiling in restroom areas) to allow full visual access to the areas in question.

It is anticipated that a report of the findings and recommendations will be provided to the City within 30 days of the acceptance of this proposal.

The City of Johnstown shall pay the engineer a Lump Sum fee of \$4,240.00 to provide the services listed above.

Please review this Proposal (2 pages) and the attached Standard Terms and Conditions (3 pages) and indicate your acceptance by signing and returning one (1) executed copy to my attention at The EADS Group, Inc. This will constitute an agreement between the City of Johnstown and The EADS Group, Inc.



Public Safety Building  
February 25, 2020  
Page 2

Thank you for the opportunity to submit this proposal. We are prepared to begin work immediately upon receipt of a signed agreement. Please do not hesitate to contact Todd R. Brewer, P.E. at (814) 445-6551 if you should have any questions.

Respectfully submitted,  
The EADS Group, Inc.

By: Andrew Fedorko, P.E.  
Structures & Highways Dept. Manager

CC: File  
Todd Brewer, P.E. (EADS)

**ACCEPTANCE OF PROPOSAL AND NOTICE TO PROCEED WITH WORK**  
**CITY OF JOHNSTOWN**

---

by: John Trant, Interim City Manager

Date



[www.eadsgroup.com](http://www.eadsgroup.com)

## STANDARD CONTRACT TERMS AND CONDITIONS

Where used, the term "Client" shall mean City of Johnstown, 401 Main St., Johnstown, PA 15901. The term "Engineer" shall mean The EADS Group, Inc., 450 Aberdeen Drive, Somerset, PA 15501. The term "Project" shall mean both the services rendered or to be rendered by the Engineer and the undertaking to be performed as a result of the Engineer's services.

1. Client agrees to assist the Engineer by placing at the Engineer's disposal, all available pertinent information including previous reports, surveys and all other data relative to rendering design services. Engineer is entitled to rely on the accuracy of information provided by the Client.
2. Client will arrange for access to and make all provisions for Engineer to enter upon public and private property, as required for Engineer to perform design services.
3. Client shall be responsible for such legal services as Client may require or Engineer may reasonably request with regard to legal issues pertaining to the Project.
4. All documents of any kind prepared by Engineer and the Engineer's consultants in performing services on this Project are instruments of service and therefore remain the property of Engineer and may not be used by Client or anyone else, except on this project, without the prior written consent of Engineer. Any use other than that specifically called for in their preparation shall be without liability on the part of the Engineer.
5. In any dispute involving the accuracy of surveying services, Engineer will have no liability to anyone if reference points set by Engineer have not been preserved. Engineer's field notes shall govern in the resolution of any dispute regarding surveying services.
6. Engineer and the Engineer's consultants will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
7. Client understands that Engineer cannot, and does not, assure favorable or timely action by any governmental entity.
8. Engineer will not furnish copies of the Engineer's design including project reports, specifications or drawings to third parties without permission of the Client, unless ordered to do so by a Court of competent jurisdiction.
9. Client agrees that if additional services are requested from Engineer by Client, fees for such services will be incurred on the basis of time and material unless the parties mutually agree upon other terms.
10. Invoices will be rendered monthly and are due and payable in full upon receipt. If Client fails to make any payment due Engineer for services, expenses and charges within thirty (30) days after receipt of Engineer's invoice, the amounts due will be increased at the rate of 1% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, after giving seven (7) days' written notice to Client, Engineer may suspend services under this Contract without obligation or liability to the Client until Engineer has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. The Client shall have twenty (20) days from the date of the invoice to advise the Engineer of any portions of the invoice disputed by the Client. After twenty days, the invoice will be deemed acceptable by the Client. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment and the undisputed portion shall be paid in accordance with the terms of this paragraph.
11. Client and Engineer each may, at their own option, terminate this contract with no less than 10 working days written notice. Client agrees to pay fees earned for all services, expenses and charges, billed or unbilled, provided by Engineer up to the date of receipt of termination notice.

12. Suspension of work on the Project by the Client for more than thirty (30) calendar days in the aggregate, shall cause Engineer to sustain unexpected costs to resume work. Client agrees that additional equitable compensation to accommodate resulting demobilization and remobilization costs shall be paid to Engineer before such work resumes. In addition, the Engineer shall be entitled to an equitable adjustment in the Project Schedule based upon the delay caused by the suspension of work. The fee for uncompleted portions of the work shall be subject to renegotiation after a Client initiated suspension period of 120 days or longer.
13. Engineer has procured and will maintain insurance for its protection from claims under workers' compensation, commercial general liability, automobile liability, and professional liability. Certificates of insurance will be provided if requested by the Client.
14. The Client hereby warrants that if he or she suspects that hazardous materials may exist at the project site, he or she will so inform Engineer. In the event the presence of hazardous materials is known, assumed or suspected to exist at the site, Client shall retain the appropriate entity or consultant to address the situation and Engineer shall have no responsibility for injuries, damages, fines or other costs associated with presence, destruction or removal of hazardous materials. Client shall indemnify Engineer from and against any claims or damages, including claims of negligence, that result from the presence or release of hazardous materials, waste or substances or injuries or damages that result from hazardous materials, waste or substances at the Project site.
15. Client agrees to make no claims against the Engineer as a result of any and all liabilities, claims, delay claims, costs, and expenses which relate in any way to the presence of any hazardous or toxic materials, waste or substances including, but not limited to, asbestos and PCB's on the Project.
16. Client agrees to give prompt written notice to Engineer when Client observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of Engineer's services, or any defect or nonconformance in Engineer's services.
17. Issuance of a purchase order or other contracting document implicitly acknowledges acceptance of these Standard Contract Terms and Conditions. The standard terms contained on such purchase order shall not modify these terms without express written consent by the Engineer that such standard terms will apply.
18. Nothing under this contract or performance thereunder shall be construed to give any rights or benefits to any third party. No third party is intended to be a third party beneficiary of this contract. This contract or rights hereunder shall not be assigned without the express written consent of the other party.
19. Client acknowledges that any taxes or fees enacted by local, state or federal government, subsequent to the date of this contract and based on gross receipts or revenues, will be added to amounts due under this contract in accordance with any such fees or taxes.
20. The Client shall pay all application and similar fees necessary to obtain necessary permits and approvals.
21. The Engineer shall not be responsible for defects in the work of any contractor on the Project, and shall not be responsible for the means, methods, sequences, safety precautions or safety programs of any contractor on the Project.
22. Non-binding mediation will be the preferred means of resolving any disputes arising between the Client and Engineer. If not successful, dispute resolution shall be decided by the Court of Common Pleas of Somerset County.
23. Any element of this Agreement later held to violate a law or regulation, or whose insurability cannot be confirmed by the Engineer shall be deemed void and all remaining provisions shall continue in force. However, Client and Engineer will in good faith attempt to replace any such voided element with one that is enforceable and/or insurable, and which comes as close as possible to expressing the intent of the original provision.
24. To the maximum extent permitted by law, the Client agrees to limit the Engineer's, its officers', employees', consultants', agents and insurance policies' liability for the Client's damages to the sum of \$25,000.00 or the Engineer's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pleaded or asserted, including claims of breach of contract, breach of warranty, negligence or other tort, or otherwise.

25. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Engineer, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
26. The services of outside consultants, specialists or testing agencies shall be invoiced at cost to Engineer plus ten (10) percent.
27. This contract is governed by the laws of the Commonwealth of Pennsylvania.
28. The individual(s) executing this contract, if acting on behalf of a sole proprietorship, partnership, municipality, municipal authority, corporation, or funding agency, represent that they have the authority to do so.
29. Evaluation of the Client's budget for the Project, the preliminary estimate of the Cost of Work and the updated estimates of the Cost of the Work prepared by the Engineer represent the Engineer's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Engineer nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's budget for the Project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by the Engineer.
30. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Engineer's services are substantially completed.
31. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
32. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.